

**URBAN COUNTY COUNCIL
SCHEDULE OF MEETINGS
JANUARY 21 through JANUARY 28, 2008**

MONDAY, JANUARY 21

MLK Holiday-LFUCG Offices Closed

TUESDAY, JANUARY 22

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

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

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

Mayor's Youth Council Meeting 5:30 pm
Conference Room-5th Floor Government Center

WEDNESDAY JANUARY 23

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

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

THURSDAY, JANUARY 24

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

Public Meeting re: Proposed Sanitary Sewer Fee Increase 7:00 pm
Council Chambers-2nd Floor Government Center

FRIDAY, JANUARY 25

No Meetings

MONDAY, JANUARY 28

Special Council Meeting-State of the Merged Government Address 6:00 pm
Lexington Opera House, 401 W. Short St

LEXINGTON-FAYETTE URBAN COUNTY COUNCIL
WORK SESSION AGENDA

January 22, 2008

- I. Public Comment – Issues on Agenda
- II. Requested Rezoning / Docket Approval – Yes
- III. Approval of Summary-Yes, January 15, 2008, pp.7-10
- IV. Budget Amendments – Yes, pp.11-20
- V. New Business, pp.25-64
- VI. Continuing Business / Presentations
 - A. Corridors Committee
 - B. Intergovernmental Committee
 - C. Energy Awards – Tom Webb
 - D. Community Rating System of the National Flood Insurance Program Award to LFUCG – Dionne Fields, KY Division of Water
 - E. Police Staffing Presentation – Chief Bastin
- VII. Council Report
- VIII. Mayor's Report – Yes
- IX. Public Comment – Issues Not on Agenda

ADMINISTRATIVE SYNOPSIS

New Business Items

- A. Authorization to Amend Section 2 of Ordinance No. 294-2007 to Correct a Clerical Error. (029-08) (Allen/Koch)
 This request will authorize an amendment to Section 2 of Ordinance No. 294-2007 to correct a clerical error. The line number reads: 610. 1 2 673 104N Van Driver – P/T, and should read: 610. 6 2 673 103N Van Driver – P/T to be retroactive to December 11, 2007. There is no fiscal impact for this action.**p.25**
- B. Authorization to Amend Section 2 of Ordinance No. 293-2007 to Correct a Clerical Error. (030-08) (Askew)
 This request will authorize an amendment to Section 2 of Ordinance No. 293-2007 that deleted instead of creating one (1) position of Associate Engineering Technical Principle in the Division of Engineering. This action is retroactive to August 20, 2007. There is no fiscal impact.**p.26**
- C. Authorization to Amend Section 21-5 of the Code of Ordinances within the Department of Social Services, Senior Citizens' Center. (039-08) (Allen/Helm)
 This request will authorize an amendment to Section 21-5 of the Code of Ordinances to abolish one (1) classified civil service position of Social Services Coordinator (Grade 114E) and create one (1) classified civil service position of Social Worker Senior (Grade 113E) within the Department of Social Services, Senior Citizens' Center. The fiscal impact for FY2008 is a **savings** of \$1,183.41. Total annual impact is \$3,418.75.**p.27**
- D. Authorization of a Deed of Permanent Storm Sewer Easement at 223 Westwood Court for the Elizabeth Street Drainage Improvements Project. (032-08) (Martin/Taylor)
 This request will authorize a deed of permanent Storm Sewer Easement of 254 square feet at a cost of \$1,750 at 224 Westwood Court for the Elizabeth Street Drainage Improvements Project. Funds are budgeted.**p.28**
- E. Authorization to Amend Section 1 of Ordinance No. 280-2007 for Schedule of Meetings for the Lexington-Fayette Urban County Council for Calendar Year 2008. (033-08) (Langston)
 This request will authorize an amendment to Section 1 of Ordinance No. 280-2007 for schedule of meetings for the Lexington-Fayette Urban County Council for calendar year 2008. This amendment will set the

regular time for the Outside Agency Oversight Committee meeting at 11:30am; schedule the Council Meeting – State of the Merged Government Address for 6:00pm on January 28, 2008; set the time of the May 6, 2008 Outside Agency Oversight Committee meeting at 10:00am; set the time of the May 6, 2008 Committee of the Whole meeting at 11:30am; delete the quarterly designation for the June 3, 2008 Committee of the Whole meeting; and set the June 24, 2008 Council Meeting – First Reading of FY2009 Budget at 3:00pm.**pp.29-34**

- F. Authorization of a Resolution to the 2008 General Assembly Urging for Trauma Care to all Citizens of the Commonwealth of Kentucky to Create a Trauma Network. (046-08) (Langston)

This request will authorize a resolution to be presented to the 2008 General Assembly requesting the Commonwealth of Kentucky create a trauma network across the state. The development of a trauma system, either regional or statewide, will improve the survival rate of seriously injured and / or permanently disabled patients.**pp.35-36**

- G. Authorization of Change Order No. 1 to Contract with Lithko Restoration Technologies Regarding the Temporary Shoring Installation for the Annex Parking Structure. (038-08) (Loney/Cole)

This request will authorize a Change Order No. 1 to contract with Lithko Restoration Technologies for \$14,000 to provide additional temporary shoring installation for the Annex parking structure. This work is required under Level 2 helix ramp. Desman Associates has reviewed this change order. Funds will come by reducing the Parking Garages' FY2008 Professional Services budget.**pp.37-38**

- H. Authorization of a Professional Service Agreement with L. Lianne McBride, Sexual Assault Nurse Examiner (SANE) for Performance of Forensic Examinations. (034-08) (King/Bennett)

This request will authorize a Professional Service Agreement for \$5,000 with L. Lianne McBride, SANE, to serve on an "on-call" basis for the performance of forensic examination at the University of Kentucky Emergency Room. Federal funding is provided under the Violence Against Women Act from the Kentucky Justice Cabinet for the operation of the SANE program. The agreement is from January 1, 2008 through December 31, 2008. Funds are budgeted.**pp.39-42**

- I. Authorization of a Professional Service Agreement with Sherry Guillier, Sexual Assault Nurse Examiner (SANE), for Performance of Forensic Examinations. (035-08) (King/Bennett)

This request will authorize a Professional Service Agreement for \$5,000 with Sherry Guillier, SANE, to serve on an "on-call" basis for the performance of forensic examination at the University of Kentucky Emergency Room. Federal funding is provided under the Violence Against Women Act from the Kentucky Justice Cabinet for the operation of

the SANE program. The agreement is from January 1, 2008 through December 31, 2008. Funds are budgeted.**pp.43-46**

- J. Authorization of a Vehicle Use Agreement with the National Insurance Crime Bureau (NICB) on Behalf of the Division of Police. (036-08) (Bastin/Bennett)

This request will authorize a Vehicle Use Agreement with the NICB of a 2002 Chevrolet Tahoe on behalf of the Division of Police. This program is utilized by the Kentucky State Police to retain vehicles that have been recovered in auto theft cases. The insurance company that insured this vehicle has paid off the original owner and through the NICB program, this vehicle may be leased back to the Division of Police for \$1.00. The Division of Police is also requesting standing approval for the Mayor to accept these donations in the future without subsequent process.**p.47**

- K. Authorization of a Sale Agreement with Cathy O'Donovan and the Lexington-Fayette Urban County Horse Patrol Commission on Behalf of the Division of Police. (037-08) (Bastin/Bennett)

This request will authorize a Sale Agreement with Cathy O'Donovan and the Lexington-Fayette Urban County Horse Patrol Commission for a two-year old bay gelding, Percheron / Thoroughbred mix horse for \$3,000 for the Division of Police. The price of the horse will be paid by the Commission and then the horse will be donated to the Division of Police.**pp.48-52**

- L. Authorization to Submit Grant Application to the Kentucky State Police (KSP) on Behalf of the Division of Police for Enforcing Underage Drinking Laws. (041-08) (King/Bennett)

This request will authorize the submission of a grant application to the KSP for Federal funds of \$107,000 for the operation of a two-year Enforcing Underage Drinking Laws project on behalf of the Division of Police. Funds will provide overtime pay to officers for deployment during peak business hours for investigative purposes, conducting education, awareness campaigns of underage drinking, and citing intoxicated minors and business owners and employees, who sell alcoholic beverage to persons under the age of 21. The objectives are to reduce the number of establishments serving and selling alcoholic beverages to minors by at least 2%, and increase the number of arrests involving minor under the influence by at least 2%. Funding is from the US Department of Justice, Office of Juvenile Justice and Delinquency Prevention. No matching funds are required.**p.53**

- M. Authorization to Submit Grant Application to the Kentucky Heritage Council on Behalf of the Division of Historic Preservation, (031-08) (King/D. Kelly)

This request will authorize the submission of a grant application to the Kentucky Heritage Council for a survey and planning project on behalf of the Division of Historic Preservation. Federal funding of \$12,000 is

requested for the support of Certified Local Government Historic preservation administrative activities. Funds will be used for salaries of existing personnel within the Division. A 40% (\$8,000) match is required and will be requested in the Division's General Fund budget for FY2009.**p.54**

- N. Authorization to Accept Award from the Kentucky Transportation Cabinet (KYTC) for Congestion Mitigation and Air Quality (CMAQ) for the Maxwell Street Bike / Pedestrian Project – FY2008. (040-08) (King/D. Kelly)
This request will authorize the acceptance of Federal funds of \$153,000 from the KYTC for the CMAQ program for the Maxwell Street Bike / Pedestrian project. This project will install a bicycle lane in place of the parking lane on the south side of Maxwell Street of .4 miles to allow for on-street bike accommodations and wider vehicular travel lanes. The sidewalk will also be widen to 6 feet (1,370 ft in length) and will extend to the curb. Portions of the sidewalk on the north side will also be widened to six feet (400 ft in length). The bicycle lane will also be extended .35 miles in length west of the project from Rose Street to South Limestone. Source of Federal funds is the US Department of Transportation. A 20% (\$28,000) local match is required and is budgeted. The University of Kentucky has agreed to contribute \$10,000 and Aylesford Neighborhood Association has agreed to contribute \$11,000. The local match exceeds the required 20%. Total project cost is \$202,000.**p.55**
- O. Authorization to Accept Award from the Kentucky Transportation Cabinet (KYTC) for Surface Transportation – Lexington (SLX) Funds to Complete the Construction of the Town Branch Trail Phase II – FY2008. (042-08) (King/D. Kelly)
This request will authorize the acceptance of Federal funds of \$240,000 offered by the KYTC to complete the construction the multi-use greenway trail of approximately one-half mile from the Spicewood neighborhood through Marehaven Subdivision to Alexandria Drive. The source of Federal funds is the SLX. This project has been included in the Enacted Six-Year Highway Plan. A local match of 20% (\$60,000) is required and is being budgeted in the Division of Engineering's 2008 Municipal Aid Program. Total project cost is \$300,000.**p.56**
- P. Authorization to Accept Award from the Kentucky Transportation Cabinet (KYTC) of Surface Transportation – Lexington (SLX) Funds for the Design of the South Elkhorn Trail – FY2008. (043-08) (King/D. Kelly)
This request will authorize the acceptance of Federal funds of \$28,000 offered by the KYTC for the design of a multi-use greenway trail near the South Elkhorn Creek in southern Fayette County between Nicholasville Road and Grassy Creek Road. The source of Federal funds is the SLX. This project has been included in the Enacted Six-Year Highway Plan. A local match of 20% (\$7,000) is required and is being budgeted in the

Division of Engineering's 2008 Municipal Aid Program. Total project cost is \$35,000.**p.57**

- Q. Authorization to Submit Grant Application to the Kentucky Governor's Office of Local Development (GOLD) for Federal Funds from the Recreational Trail Program for the Brighton West Rail Trail – FY2009. (044-08) (King/D. Kelly)
This request will authorize the submission of an application to Kentucky GOLD for Federal funds of \$100,000 for construction of the Brighton West Rail Trail consisting of a twelve-foot wide, 3,700 foot-long trail with an asphalt surface that provides multi-modal access along an abandoned CSX railroad corridor. The proposed trail is located between Liberty Road and Man O' War Boulevard on the east side of Lexington. The source of Federal funds is the Federal Highway Trust Fund. A local match of 50% (100,000) is available in the 2008 Trail Fund (Bond Review). Total project cost is \$200,000. **This project requires a public meeting.p.58**
- R. Authorization of a Supplement Agreement No 1 to Agreement with the Kentucky Transportation Cabinet (KYTC), Department of Highways Regarding the Construction of Brighton East Trail Using Surface Transportation – Lexington (SLX) Funds. (045-08) (King/D. Kelly)
This request will authorize a supplement agreement no. 1 to agreement with the KYTC, Department of Highways for the construction of Brighton East Trail from Man O' War Boulevard to Walnut Hill-Chilesburg Road using SLX funds. This project has been included in the Enacted Six-Year Highway Plan. This supplement will allow any remaining funds from the now closed out Brighton Rail Trail Utility Relocation Project to be utilized for this construction. All Federal funds and local matches are fully budgeted.**pp.59-61**
- S. Authorization of Change Order No. 5 to Contract with J.M. Crawford and Associates, Inc. Regarding the Meadows / Northland / Arlington Public Improvements Design Subphase 2E. (047-08) (King/D. Kelly)
This request will authorize Change Order No. 5 to contract with J.M. Crawford and Associates, Inc. for \$11,609.25 regarding the Meadows / Northland / Arlington Public Improvements Design Subphase 2E. This provides for updating plans, staking centerline of project streets, and attending the review and public meetings, and for the developing a new set of specifications and bid items. Original contract amount was \$221,791. Total of previous changes is \$61,394.50. New contract amount is \$294,794.75. Funds are budgeted.**pp.62-64**

URBAN COUNTY COUNCIL
WORK SESSION SUMMARY
& TABLE OF MOTIONS

January 15, 2008

Mayor Newberry chaired the meeting, calling it to order at 3:00 pm. All Council Members were present, except CMs Lane and Moloney.

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

A motion by CM Gorton to amend the 1/8/08 summary to show the vote was 9-4 on item #8 under requested rezonings referencing the property at 2020 Russell Cave Road, seconded by CM James, passed unanimously.

A motion by CM Gorton to approve the amended summary of 1/8/08, seconded by CM DeCamp, passed unanimously.

A motion by CM James to approve the amended Mayor's Report from 1/8/08 to include the text "approve the Mayor's Report with the deletion of Dorothea Oatts from the Arboretum Board due to term limits" seconded by CM Gorton, passed unanimously.

- IV. Budget Amendments-None
- V. New Business

- A. Authorization to Approve the Contract and Agreement with Zambelli Fireworks Manufacturing Corporation for the Exhibition of Fireworks for July 4, 2008 and July 4, 2009. (025-08) (Ebel/J. Kelly)
- B. Authorization to Amend Sections 22-5 and 21-5 of the Code of Ordinances within the Division of Planning. (026-08) (Allen/D. Kelly)
- C. Authorization of a Purchase of Service Agreement (PSA) between LFUCG and the Lexington and Fayette County Parking Authority (LFPCA). (024-08) (Koch)

- D. Authorization to Approve and Submit a Petroleum Storage Tank Environment Assurance Fund (PSTFAF) Application for Assistance to the Kentucky Department for Environmental Protection, Division of Waste Management for Reimbursable Funds and Approval to Sign Future Claims. (028-08) (McFadden/Taylor)
- E. Authorization to Amend Section 21-5 of the Code of Ordinances within the Division of Parks and Recreation. (017-08) (Allen/Cole)
- F. Authorization of a Service Contract with Omni Architects on Behalf of the Division of Enhanced 9-1-1. (027-08) (Lucas/Bennett)
- G. Authorization to Accept Donation of Equipment from the US Department of Homeland Security on Behalf of the Division of Police Under the Commercial Equipment Direct Assistance Program (CEDAP). (021-08) (P. King/Bennett)

A motion by CM Stevens to remove item C and request a report in 6 mos (July), seconded by CM Gorton, passed unanimously.

A motion by CM James to correct the wording in item A to "funds are budgeted in the Special Events Professional Services Account and are paid by sponsorship donations, seconded by CM Gorton, passed unanimously.

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

VI. Continuing Business / Presentations

A. Services Committee Update

This update was given by Chair CM Ellinger. 1 motion was brought forward.

A motion by CM Ellinger to approve the creation of a task force to look at noise issues, seconded by CM Myers, passed unanimously. (Mayor Newberry stated that 'we have a motion to approve the Services Committee Report').

B. AIA Commerce Lexington and Downtown Development Authority:" What Can Be" Presentation

This presentation was done by Woodford Webb, representing Commerce Lexington, Dennis Bob, Past Chair AIA, and Harold Tate, DDA.

C. Continuation of Sanitary Sewer Fee Proposal

This continuation was done by CM Blevins. Several Council Members, along with Bill O'Mara, Commissioner Helm, Charlie Martin, and Rochelle Boland spoke on this issue.

A motion by CM Ellinger to table the proposed fee increase issue until the consent decree is signed, seconded by CM Crosbie, failed with a 2-9 vote.

A motion by CM Blevins to amend ordinance Article 6, chapter 16 of the code of ordinances to increase sanitary sewer fees and place it on the docket for 1/24/08 and have public comment at the same Council Meeting, seconded by CM DeCamp, passed with a 9-2 vote.

A motion by CM Myers to divide the previous motion, seconded by CM Crosbie, passed with a 12-1 vote; CM DeCamp dissenting.

A motion by CM Gorton to have a separate public meeting during the Council Meeting on 1/24/08, seconded by CM Myers, passed with an electronic vote of 10-3, but called unanimous by the Mayor.

VII. Council Report

CM Stevens-Yielded the floor to the President of the Louisville Water Company.

CM Gorton-Congratulated her Council Aide, Melynda Milburn, for finishing the Disney marathon over the weekend; also, thanked Richard Moloney for his years of service to the city as a Council Member.

CM Blues-Said farewell to Richard Moloney; announced the 2nd District NA President's meeting on 1/16/08 at the Meadowthorpe Community Center at 6:30-7 pm, social time and meeting at 7 pm.

CM Gray-Added to the tribute of Richard Moloney; thanked him for his mentoring and introducing him to his Council Aide, Maureen Watson; announced the Town & Gown Commission meeting on tomorrow-minutes will be distributed to council members; announced that the student housing task force appointments will be made within the next week or so; welcomed CM James to the roll of Chair of the Intergovernmental Committee.

CM Blevins-A motion by CM Blevins to approve the NDF list for January 15, 2008, seconded by CM McChord passed unanimously.

CM Crosbie-Thanked Mayor Newberry for the tour in the 7th District in December; announced that there would be a meeting with the 7th District NA Presidents and Parks at the Eagle Creek Library at 4 pm on 1/25/08;wished Richard Moloney luck in his new position.

CM James-Announced the Coolavin Apartment Assoc. meeting at Pilgrim Baptist Church on 1/17 at 5 pm.

A motion by CM James to place in the Planning Committee the final draft of the report of long term planning committee for Eastern State Hospital property, seconded by CM Beard, passed unanimously.

CM McChord-Announced the Wyndham Downs meeting tonight at 7 pm.

VIII. Mayor's Report-None

Commissioner Koch presented the statement of revenues and expenditures ending 12/31/07; she also stated that they are going through the process of cleaning up purchase orders from the old system.

Mayor Newberry expressed his personal regret he will not be working with CM Moloney any longer; he also announced that Peggy Henson will fill the unexpired term of former CM Moloney.

Mayor Newberry stated that due to today's lengthy work session, the STARS update will be held until next week's work session.

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

X. Closed Session-Litigation

A motion by CM Blevins to go into closed session pursuant to KRS 61.810(1) (c) for the purpose of discussing a pending litigation matter, seconded by CM Gorton, passed unanimously.

A motion by CM Gorton to come out of closed session, seconded by CM Stevens, passed unanimously.

A motion by CM Stevens to adjourn, seconded by CM Gorton, passed unanimously.

Work Session was adjourned from closed session at 6:50 pm.

BUDGET AMENDMENT REQUEST LIST

JOURNAL	16791-92	DIVISION	Community Development	Fund Name	Grants - State
				Fund Impact	150,000.00
					150,000.00CR
					.00

To budget Get Healthy Kentucky funds for the Wellington Park Recreational Trail - FY 2008 pursuant to Resolution 435-2007 (August 23, 2007) which provided for acceptance of awarded funds.

JOURNAL	16816-17	DIVISION	Community Development	Fund Name	US Dept of Homeland Security
				Fund Impact	91,331.06
					91,331.06CR
					.00

To provide for purchase of supplies and equipment for the 2006 CSEPP Project and to decrease federal revenue in the amount of \$53,500 due to the inability to implement a new Emergency Operations Center.

JOURNAL	17092	DIVISION	Community Development	Fund Name	US Dept of Justice
				Fund Impact	5,669.24
					5,669.24CR
					.00

To realign budget for Safe Havens 2006 providing additional funds for professional services and personnel expenses.

JOURNAL	16789	DIVISION	Community Development	Fund Name	US Dept of HUD
				Fund Impact	75,000.00
					75,000.00CR
					.00

To budget additional funds for the 2005 CDBG project to install an elevator at Carver Center, by reducing funds for 2007 CDBG Meadows/Northland/Arlington public improvements project.

JOURNAL	17089	DIVISION	Council Clerk/ Government Communications	Fund Name	General Fund
				Fund Impact	2,400.00
					2,400.00CR
					.00

To reimburse the Div. of Government Communications for monthly managed services fee for the Council Chambers Voting System while we were waiting on a budget amendment to be put into place to pay our portion of the monthly managed services fee.

JOURNAL	17118-19	DIVISION	Finance	Fund Name	2007 Bond Projects
				Fund Impact	1,435,000.00
					1,435,000.00CR
					.00

To establish budget for Regional Emergency Operations Center from bond proceeds. A reimbursement resolution has already been approved by Council for this project. Resolution no. 764-2006.

JOURNAL	17200	DIVISION	Citizens Advocate	Fund Name	General Fund
				Fund Impact	1,860.00
					1,860.00CR
					.00

To provide funds for overtime accumulated during conference planning and travel by decreasing funds for professional and contract services.

JOURNAL	17265	DIVISION	Building Maintenance	Fund Name	General Fund
				Fund Impact	67,380.00
					67,380.00CR
					.00

To provide funds to cover custodial services through the end of the fiscal year by increasing personnel lapse from personnel. Vacant custodial positions are being supplied by Labor Works PO# LF22780.

JOURNAL	17269-70	DIVISION	Parking Authority	Fund Name	Parking Authority
				Fund Impact	752,870.00
					628,250.00CR
					124,620.00

To transfer parking garage revenues and expenses from the Parking Authority to the applicable General Fund, Public Facilities Corp Fund, and Public Parking Corp Fund.

JOURNAL	17271-72	DIVISION	Garages	Fund Name	General Fund
				Fund Impact	25,250.00
					27,370.00CR
					2,120.00CR

To transfer revenues and expenses of the Phoenix garage from the Parking Authority to the General Fund.

JOURNAL	17273-74	DIVISION	Garages	Fund Name	PFC Fund
				Fund Impact	117,000.00
					36,000.00CR
					81,000.00

To transfer revenues and expenses of the Annex garage from the Parking Authority to the Public Facilities Fund.

JOURNAL	17275-76	DIVISION	Garages	Fund Name	Public Parking Corp.
				Fund Impact	485,300.00
					689,500.00CR
					204,200.00CR

To transfer revenues and expenses of the Victorian Square and Transit Center garages from the Parking Authority to the Public Parking Corporation Fund.

JOURNAL	17277	DIVISION	Traffic Engineering	Fund Name	General Fund
				Fund Impact	3,000.00
					3,000.00CR
					.00

To provide funds for dues for staff which will be due this spring and to provide for overtime over-expenditures and overtime for crews to work this spring by decreasing funds for professional services.

BUDGET AMENDMENT REQUEST SUMMARY

Fund	1101	General Services District – General Fund	2,120.00CR
Fund	1103	Donation Fund	.00
Fund	2516	2007 Bond Projects	.00
Fund	3120	US Department of Housing and Urban Development	.00
Fund	3140	US Department of Justice	.00
Fund	3200	US Department of Homeland Security	.00
Fund	3400	Grants – State	.00
Fund	4022	Public Facilities	81,000.00
Fund	4161	Public Parking Corporation	204,200.00CR
Fund	9905	Parking Authority of Lexington	124,620.00



Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Budget Journals Number 16791-92 **Budget Amendment Date** 12/26/2007
Requesting Division Community Development
Fund Name Grants—State
Fund Number 3400
Contact for Additional Information Irene Gooding--3079

Description

Resolution No. 435-2007 (August 23, 2007), provided for the acceptance of a grant from the Commonwealth of Kentucky for funds to construct recreational trails in Higbee Mill/South Point Park and/or Wellington Park, should funds become available.

The Governor's Office of Local Development, under the Get Healthy Kentucky Initiative, has provided the LFUCG with \$150,000 for the construction of a 1.5 mile loop of recreational trail in Wellington Park, including paving, stream crossing, landscaping, signage, advertisements and promotional materials, and site furniture. The source of funds is the state legislature.



Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Budget Journals Number 16816-17 **Budget Amendment Date** 1/03/2008
Requesting Division Community Development
Fund Name US Department of Homeland Security
Fund Number 3200
Contact for Additional Information Irene Gooding--3079

Description

To eliminate negative budget balances in personnel accounts and to provide for the purchase of operating supplies and minor equipment for the 2006 CSEPP project while reducing budgets for capital equipment.

The budge amendment also reflects the loss of \$53,500 in federal funds due to the inability to implement a new Emergency Operations Center.



Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Budget Journal Number 17092 **Budget Amendment Date** 1/02/2008
Requesting Division Community Development
Fund Name US Department of Justice
Fund Number 3140
Contact for Additional Information Irene Gooding

Description

To reduce budgeted amounts in professional development and operating supplies for the purpose of increasing budgeted amounts in salaries, other benefits, and professional services. This will offset the negative balances in the salaries, other benefits, and professional services.



Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Budget Journal Number 17089 **Budget Amendment Date** 1-8-2008
Requesting Division Council Clerk's Office
Fund Name General Services District
Fund Number 1101
Contact for Additional Information Susan Lamb, Council Clerk's Office, 258-3241
Description

The Monthly Managed Services Fee (\$2,600) paid to Granicus, Inc. for the Council Chambers Voting System and Video Web Streaming began in August, 2007 (instead of July as listed on Budget Amendment No. 1202). The Council Clerk's Office was waiting to see if the funds were going to be re-appropriated from FY 2007 and didn't have funds in the Maintenance Fund to pay the fee. The Council Clerk's Office asked the Div. of Government Communications to assist by paying \$2,400 for 2 months so that the Council Clerk's Office could move money over from our Operating Fund into the Maintenance Fund in order to pay the fee with the understanding we would reimburse the Div. of Government Communications. The Div. of Government Communications paid \$1,200 in August and \$1,200 in September in addition to their normal \$1,400 per month to Granicus, Inc.

The reason the Council Clerk's Office is paying \$1,200 per month and the Div. of Government Communications is paying \$1,400 per month is because the Div. of Government Communications had originally budgeted money to pay for the video web streaming prior to the Request for Proposal was processed for the Legislative Management System which included both the Council Chambers Voting System and the Video Web Streaming. For reference – the Monthly Managed Services Fee will be paid by the Div. of Computer Services for future fiscal years and I have worked that out with Mike Nugent in the Div. of Computer Services.

If you have any further questions, please do not hesitate to call.



Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Budget Journals Number 17269-70 **Budget Amendment Date** 01/11/08
Fund Name Parking Authority
Fund Number 9905, business unit PALEX
Contact for Additional Information David Loney or Kimra Cole, Department of General Services

Description

Remove parking garage revenues and expenses from the Parking Authority and transfer said revenues and expenses to the General Fund for the Phoenix garage, Public Facilities Fund for the Annex garage, and Public Parking Corporation Fund for the Victorian Square and Transit Center garages.

Budget Journals Number 17271-72 **Budget Amendment Date** 01/11/08
Fund Name General Fund
Fund Number 1101, business unit LFUCG

Description

Remove parking garage revenues and expenses from the Parking Authority and transfer said revenues and expenses to the General Fund for the Phoenix garage.

Budget Journals Number 17273-74 **Budget Amendment Date** 01/11/08
Fund Name Public Facilities
Fund Number 4022, business unit LFUCG

Description

Remove parking garage revenues and expenses from the Parking Authority and transfer said revenues and expenses to the Public Facilities Fund for the Annex garage.

Budget Journals Number 17275-76 **Budget Amendment Date** 01/11/08
Fund Name Public Parking Corporation
Fund Number 4161, business unit LFUCG

Description

Remove parking garage revenues and expenses from the Parking Authority and transfer said revenues and expenses to the Public Parking Corporation Fund for the Victorian Square and Transit Center garages.



Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Budget Journal Number	<u>17277</u>	Budget Amendment Date	<u>1/14/08</u>
Requesting Division	<u>Division of Traffic Engineering</u>		
Fund Name	<u>General Fund</u>		
Fund Number	<u>1101</u>		
Contact for Additional Information	<u>Kimberly Ammeter, Division of Traffic Engineering</u> <u>Ron Herrington, Division of Traffic Engineering</u>		
Description			

To provide for dues for staff which will be due this spring and to provide for overtime overexpenditures and overtime for crews to work this spring.



Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Budget Journal Number 16482-83 **Budget Amendment Date** 12/12/07
Requesting Division Youth Services
Fund Name Donations
Fund Number 1103
Contact for Additional Information STEPHANIE JACKSON x4310

Description

To provide funds for operating supplies to support Gainesway program activities.

NEW BUSINESS ITEMS REQUIRING BUDGET AMENDMENTS

21

January 22, 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
038-08 G	BA 1214	Parking Authority	To provide funds for change order for annex garage temporary shoring installation project to LFUCG FY 2008 Bond Projects Fund. 9905 14,000 9905 14,000CR 0*
038-08 G	BA 1215	Building Maintenance	To provide funds from the Parking Authority of Lexington for the change order for annex garage temporary shoring installation project. 2517 14,000 2517 14,000CR 0*
039-08 C	KC0032	Social Services	To provide funds for one position of Social Worker Sr. by deleting funds for one position of Social Services Coordinator and reducing the budget for personnel vacancy credit by the savings amount. 1101 1,180 1101 1,180CR 0*
040-08	BA 1224	Community Development	To establish grant budget for the Maxwell Street Bike and Pedestrian Project. 3160 202,000 3160 202,000CR 0*
042-08 O	BA 1228	Community Development	To establish grant budget for the Town Branch Trail Phase II - SLX 2008. 3160 300,000 3160 300,000CR 0*
042-08 O	BA 1229	Community Development	To provide local match for the Town Branch Trail Phase II SLX Project. 1136 60,000 1136 60,000CR 0*

043-08	BA 1226	Community Development	To establish grant budget for the design component of the South Elkhorn Bike Trail.	22
P			3160 35,000	
			3160 35,000CR	
			0*	
043-08	BA 1230	Community Development	To establish grant match for the South Elkhorn Bike Trail Design – SLX Project.	
P			1136 7,000	
			1136 7,000CR	
			0*	

EFFECT ON FUND BALANCES

FUND 1101	0*	NO EFFECT ON:	GENERAL SERVICES DISTRICT
FUND 1136	0*	NO EFFECT ON:	MUNICIPAL AID PROGRAM
FUND 2517	0*	NO EFFECT ON:	2008 BOND PROJECTS
FUND 3160	0*	NO EFFECT ON:	US DEPT OF TRANSPORTATION
FUND 9905	0*	NO EFFECT ON:	PARKING AUTHORITY OF LEXINGTON

Budget Information for New Business Items

January 22, 2008 Work Session

Item	Number	Amount	Fund	Name / Description
A	029-08	NA		
B	030-08	NA		
C	039-08	(1,180)	1101	General Services District Fund Budget Amendment
D	032-08	1,750	2522	Public Works
E	033-08	NA		
F	046-08	NA		
G	038-08	14,000 (14,000)	2517 9905	2008 Bond Projects Fund Parking Authority Of Lexington Budget Amendments
H	034-08	5,000	3140	US Dept Of Justice
I	035-08	5,000	3140	US Dept Of Justice
J	036-08	NA		
K	037-08	NA		
L	041-08	NA		
M	031-08	NA		
N	040-08	202,000 28,000	3160 1101	US Dept Of Transportation General Services Dirstrict Fund (Funds are Budgeted) Budget Amendment
O	042-08	300,000 60,000	3160 1136	US Dept Of Transportation Municipal Aid Program Budget Amendments

Budget Information for New Business Items

January 22, 2008 Work Session

P	043-08	35,000	3160	US Dept Of Transportation
		7,000	1136	Municipal Aid Program
Budget Amendments				
Q	044-08	NA		
R	045-08	58,500	3160	US Dept Of Transportation
S	047-08	11,609	3120	US Dept Of Housing & Urban Dev



029-08

Jim Newberry, Mayor

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Human Resources

MEMORANDUM

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

FROM: M. Allen by Daniel H. Fischer
Michael Allen, Director
Division of Human Resources

DATE: January 10, 2008

SUBJECT: Error Correction—Amend Ordinance No. 294-2007

The attached action amends Section 2 of Ordinance No. 294-2007, correcting one typographical error effective retroactive to December 11, 2007.

Section 2 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:*

610. 1 2 673 104N Van Driver – P/T

Section 2 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:*

610. 6 2 673 104N Van Driver – P/T

There is no fiscal impact associated with this action.

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

Attachment

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

Log # 08-0069



030-08

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Department of Law

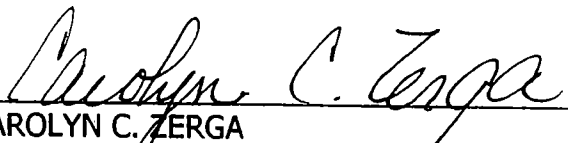
TO: Jim Newberry, Mayor
Members, Urban County Council

FROM: Department of Law

DATE: January 3, 2008

RE: Ordinance Amending Ordinance No. 293-2007

The purpose of this Ordinance is to amend Section 2 of Ordinance No. 293-2007 due to a clerical error which deleted, instead of created, one (1) position of Associate Engineering Technician Principle, in the Division of Engineering, to become effective retroactive to August 20, 2007.


CAROLYN C. ZERGA
Attorney Senior

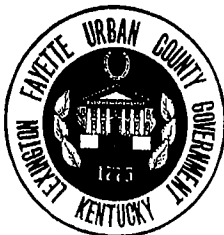
Enclosure

cc: Joe Kelly, Mayor's Office
Council Office

X:\Cases\ENGINEER\07-LE0267\COR\00148538.DOC

HORSE CAPITAL OF THE WORLD

P. O. Box 34028 Lexington, KY 40588-4028 (859) 258-3500 Fax: (859)258-3538 www.lfucg.com

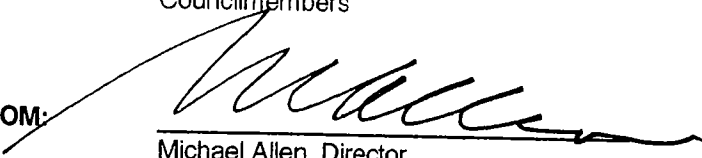


039-08

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: January 14, 2008

RE: Abolish/Create position – Department of Social Services

The attached action amends Section 21-5 of the Code of Ordinances, abolishing one (1) classified civil service position of Social Services Coordinator (Grade 114E); and creating one (1) classified civil service position of Social Worker Senior (Grade 113E), to become effective upon passage by Council.

The Department requests this action due to the reassignment of duties within the Senior Citizens Center. Currently there is only one Social Worker Sr. With the increase of the population (60 and over) the case load has greatly increased. There is a critical need for an additional Social Worker Sr.

Based on staff analysis, which includes whole job rank, factor comparison it is recommended that this position be classified as stated above.

The fiscal impact for FY2008 is a savings of \$1,183.41 (9 pay periods).

Name	Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Vacant	Social Services Coordinator	\$40,573.24	\$0	(\$40,573.24)
Vacant	Social Worker Sr.	\$0	\$37,814.40	\$37,814.40
Total Annual Impact with benefits (\$3,418.75)				

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

Attachment

cc: Marlene Helm, Commissioner, Department of Social Services
Darrylyn Combs, HR Manager, Division of Human Resources
Jim Dodson, HR Analyst, Division of Human Resources

Log # 08-0042



032-08

Mayor Jim Newberry

LEXINGTON - FAYETTE URBAN COUNTY GOVERNMENT

Division of Engineering

MEMORANDUM

To: Jim Newberry, Mayor
Urban County Council

From: Mary Bennett *MB*
Engineering Technician

Date: January 7, 2008

Re: Resolution Authorizing Acceptance of Deed
Project No. 384 - Elizabeth Street Drainage Improvements

The purpose of this memorandum is to request a resolution authorizing the acceptance of a deed of permanent storm sewer easement for the Elizabeth Street Drainage Improvements project. The deed will be from Valerie Campbell at a cost of \$1,750.00 for the acquisition of 254 square feet of permanent storm sewer easement from the property located at 224 Westwood Court.

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

Approved by:

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

Cheryl Taylor, Commissioner
Department of Environmental Quality

Attachments

c: Robert Bayert, P.E. David Carroll, P.E. Glenda George Yvonne Stone File

08.P384.406.blue224westwood

HORSE CAPITAL OF THE WORLD

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



Lexington-Fayette Urban County Council

29

033-08

Jim Gray
Vice-Mayor

Linda Gorton
At-Large Member

Chuck Ellinger
At-Large Member

Andrea James
1st District

Tom Blues
2nd District

Dick DeCamp
3rd District

Julian Beard
4th District

David B. Stevens
5th District

Kevin Stinnett
6th District

K. C. Crosbie
7th District

George Myers
8th District

Jay McChord
9th District

Don Blevins
10th District

Richard Moloney
11th District

Ed Lane
12th District

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

From: Rebecca Langston 
Council Administrator

Date: January 10, 2008

Re: Amending Ordinance 280-2007, 2008 Schedule of Meetings

This is to request that Ordinance 280-2007 be amended to reflect changes in dates and/or times for certain 2008 Urban County Council Meetings. The proposed Amended Ordinance with Schedule of Meetings is attached.

033-08

ORDINANCE NO. _____ - 2008

AN ORDINANCE AMENDING SECTION 1 OF ORDINANCE NO. 280-2007, ADOPTING A SCHEDULE OF MEETINGS FOR THE LEXINGTON-FAYETTE URBAN COUNTY COUNCIL FOR THE CALENDAR YEAR 2008, TO SET THE REGULAR TIME FOR THE OUTSIDE AGENCY OVERSIGHT COMMITTEE MEETING AT 11:30 AM, TO SCHEDULE THE COUNCIL MEETING-STATE OF THE MERGED GOVERNMENT ADDRESS FOR 6:00 PM ON JANUARY 28, 2008, TO SET THE TIME OF THE MAY 6, 2008 OUTSIDE AGENCY OVERSIGHT COMMITTEE MEETING AT 10:00 AM, TO SET THE TIME OF THE MAY 6, 2008 COMMITTEE OF THE WHOLE MEETING AT 11:30 AM, TO DELETE THE QUARTERLY DESIGNATION FOR THE JUNE 3, 2008 COMMITTEE OF THE WHOLE MEETING, AND TO SET THE JUNE 24, 2008 COUNCIL MEETING-FIRST READING OF FY 2009 BUDGET AT 3:00 PM.

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

Section 1 – That Section 1 of Ordinance No. 280-2007 be and hereby is amended to read as follows:

Section 1 – That the schedule of meetings for the Council of the Lexington Fayette Urban County Government for the calendar year 2008 be and hereby is adopted as follows:

Meeting times are as follows unless otherwise noted:

Council Meeting – 7:00 PM
 Work Session – 3:00 PM
 Services Committee – 1:00 PM
 Intergovernmental Committee – 1:00 PM
 Planning Committee – 1:00 PM
 Budget & Finance Committee – 1:00 PM
 Corridors Committee – 11:30 AM
 Outside Agency Oversight Committee – 11:30 AM
 Sanitary Sewers Oversight Committee – 11:30 AM
 Storm Water Oversight Committee – 11:30 AM
 Town & Gown Commission – 4:00 PM

January

8 Services Committee
 Work Session
 10 Council Meeting
 15 Corridors Committee
 Intergovernmental Committee
 Work Session
 16 Town & Gown Commission
 22 Sanitary Sewers Oversight Committee
 Planning Committee
 Work Session

- 24 Council Meeting
- 28 Council Meeting – State of the Merged Government
Address (6:00 PM) (Lexington Opera House)
- 29 Outside Agency Oversight Committee
Budget & Finance
Work Session

February

- 5 Committee of the Whole (Quarterly COW) (11:30 AM)
Services Committee
Work Session
- 7 Council Meeting
- 12 Outside Agency Oversight Committee
Intergovernmental Committee
Work Session
- 19 Corridors Committee
Planning Committee
Work Session
- 20 Town & Gown Commission
- 21 Council Meeting
- 26 Storm Water Oversight Committee
Budget & Finance Committee
Work Session

March

- 4 Services Committee
Work Session
- 6 Council Meeting
- 11 Outside Agency Oversight Committee
Intergovernmental Committee
Work Session
- 18 Corridors Committee
Planning Committee
Work Session
- 19 Town & Gown Commission
- 20 Council Meeting
- 25 Sanitary Sewers Oversight Committee
Budget & Finance Committee
Work Session

April

- 8 Services Committee
Council Meeting - Mayor's Budget Address (3:00 PM)
Work Session
- 10 Council Meeting
- 15 Outside Agency Oversight Committee
Intergovernmental Committee

- Work Session
- 16 Town & Gown Commission
- 22 Corridors Committee
- Planning Committee
- Work Session
- 24 Council Meeting
- 29 Stormwater Oversight Committee
- Budget & Finance Committee
- Work Session

May

- 6 Outside Agency Oversight Committee (10:00 AM)
- Committee of the Whole (Quarterly COW) (11:30 PM)
- Services Committee
- Work Session
- 8 Council Meeting
- 13 Corridors Committee
- Intergovernmental Committee
- Work Session
- 20 Sanitary Sewers Oversight Committee
- Budget and Finance Committee
- Work Session
- 21 Town & Gown Commission
- 22 Council Meeting

June

- 3 Committee of the Whole (COW) (11:30 AM)
- Services Committee
- Work Session
- 10 Intergovernmental Committee
- Work Session
- 12 Council Meeting
- 17 Corridors Committee
- Planning Committee
- Work Session
- 18 Town & Gown Commission
- 24 Budget and Finance Committee
- Council Meeting – First Reading of FY 09 Budget (3:00 PM)
- Work Session
- 26 Council Meeting – Second Reading of FY 09 Budget

July

- 1 Sanitary Sewers Oversight Committee
- Services Committee
- Work Session
- 3 Council Meeting
- 8 Intergovernmental Committee
- Work Session
- Council Meeting (6:00 PM)

033-08

August

- 12 Services Committee
Work Session
- 14 Council Meeting
- 19 Corridors Committee
Planning Committee
Work Session
- 20 Town & Gown Commission
- 21 Council Meeting
- 26 Storm Water Oversight Committee
Budget & Finance Committee
Work Session

September

- 9 Services Committee
Work Session
- 11 Council Meeting
- 16 Outside Agency Oversight Committee
Intergovernmental Committee
Work Session
- 17 Town & Gown Commission
- 18 Council Meeting
- 23 Corridors Committee
Planning Committee
Work Session
- 30 Sanitary Sewers Oversight Committee
Budget and Finance Committee
Work Session

October

- 2 Council Meeting
- 7 Services Committee
Work Session
- 14 Outside Agency Oversight Committee
Intergovernmental Committee
Work Session
- 15 Town & Gown Commission
- 21 Corridors Committee
Planning Committee
Work Session
- 23 Council Meeting
- 28 Committee of the Whole (Quarterly COW) (11:30 AM)
Budget & Finance Committee
Work Session

November

- 6 Council Meeting
- 11 Outside Agency Oversight Committee (10:00AM)
- Sanitary Sewers Oversight Committee
- Intergovernmental Committee
- Work Session
- 18 Corridors Committee
- Planning Committee
- Work Session
- 19 Town & Gown Commission
- 20 Council Meeting
- 25 Storm Water Oversight Committee
- Budget & Finance Committee
- Work Session

December

- 2 Services Committee
- Work Session
- 4 Council Meeting
- 9 Budget & Finance
- Work Session
- Council Meeting (6:00 PM)
- 17 Town & Gown Commission

Section 2 - That the remainder of Ordinance No. 280-2007 shall be unchanged.

Section 3 - That this Ordinance shall become effective upon the date of its passage.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

PUBLISHED:

LEXINGTON-FAYETTE URBAN COUNTY COUNCIL

Memorandum

046-08

To: Jim Newberry, Mayor
Members, Urban County Council

From: David B. Stevens

Date: January 15, 2008

Subject: Trauma resolution

The University of Kentucky Medical Center is one of two Level 1 Trauma Centers in the state. This means the hospital must be staffed with surgeons, anesthesiologists and other personnel available instantly to receive critically injured patients. The new hospital's elevator from the heliport to the operating room will be equipped to permit the initiation of surgical procedures on the way to the OR.

The trauma service has asked me to sponsor a resolution requesting the Commonwealth of Kentucky through the General Assembly to create a trauma network across the state. We are one of only 15 not to have such a network in place. When and where initiated, a significant reduction in mortality from trauma has been achieved. Funding by the state is the issue that has prohibited the enactment of the network up to now.

I request Council approval.

David B. Stevens

046-08

RESOLUTION NO. _____ - 2007

A RESOLUTION SUPPORTING THE EFFORTS OF EVERYONE IN HEALTHCARE FIELDS, INCLUDING THE UKHEALTHCARE REGIONAL TRAUMA ADVISORY COUNCIL, WHO WORK TO IMPROVE THE PROVISION OF TRAUMA CARE TO ALL CITIZENS OF THE COMMONWEALTH.

Whereas, the UKHealthCare Regional Trauma Advisory Council has determined that accidental death and disability is a serious health care crisis in the Commonwealth of Kentucky; and

Whereas, the UKHealthCare Regional Trauma Advisory Council believes that the Commonwealth has an opportunity to improve the care of those that are victims of unintentional injury; and

Whereas, the UKHealthCare Regional Trauma Advisory Council believes that the lack of an established trauma system in the Commonwealth of Kentucky has caused, and continues to cause needless additional loss of life and permanent disability; and

Whereas, the UKHealthCare Regional Trauma Advisory Council believes that the development of a trauma system, be it regional or statewide, will improve the care of seriously injured patients and improve survival across the Commonwealth;

Whereas, the Council of the Lexington-Fayette Urban County Government is supportive of all healthcare providers in their efforts to provide better quality health care to citizens of the Commonwealth.

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

Section 1 – That the Council of the Lexington-Fayette Urban County Government supports the efforts of everyone in healthcare fields, including the UKHealthCare Regional Trauma Advisory Council, who work to improve the provision of trauma care to all citizens of the Commonwealth.

Section 2 – That this Resolution shall become effective upon the date of its passage.



038-08

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Department of General Services

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

From: Kimra Cole
Kimra Cole, Commissioner of General Services

Date: January 16, 2008

Re: Approval of Change Order Request for Annex garage temporary shoring installation project

In October 2007 per Ordinance # 232-2007 the Urban County Council approved spending funds in the amount of \$153,500 for Lithko Restoration to install temporary shoring for the Annex garage helix ramp.

The temporary shoring project started December 15th and is nearing completion; however, Lithko noted additional deteriorated areas on the underside of Level 2 of the helix ramp. These previously repaired areas were observed upon completion of the deteriorated concrete removal on the helix ramp per specifications and were not visible during Desman Associates' original survey of the helix ramp on May 30, 2007. Desman Associates is our current structural engineering firm assisting us in oversight of this project.

Lithko Restoration has submitted a change order in the amount of \$14,000 for this additional shoring on the underside of Level 2 of the helix ramp. We requested Desman review the \$14,000 change order and they acknowledge it to be fair and reasonable for the additional work requested. The \$14,000 change order will be funded by reducing the parking garages' FY 2008 professional services budget.

I am asking for Council approval of the \$14,000 change order as well as the accompanying budget amendment.


HORSE CAPITAL OF THE WORLD

200 East Main Street Lexington, KY 40507 (859) 258-3900 Fax (859) 258-3909

038-08

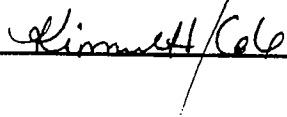
CONTRACT HISTORY FORMContractor: Lithko RestorationProject Name: Temporary Shoring Installation for Annex Parking StructureContract Number and Date: # 232-2007, dated October 29, 2007Responsible LFUCG Division: General Services**CHANGE ORDER DETAILS****Summary of Previous Change Orders To Date****Dollar Amount****Percent Change to Original Contract**

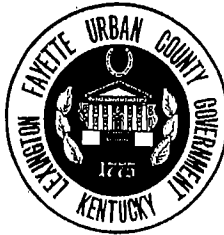
A.	Original Contract Amount:	\$	<u>153,500.00</u>	
B.	Cumulative Amount of Previous Change Orders:	\$	<u>0.00</u>	<u>0%</u> % (Line B / Line A)
C.	Total Contract Amount Prior to this Change Order:	\$	<u>153,500.00</u>	
<u>Current Change Order</u>				
D.	Amount of This Change Order:	\$	<u>14,000.00</u>	<u>9%</u> % (Line D / Line A)
E.	New Contract Amount Including this Change Order:	\$	<u>167,500.00</u>	<u>109%</u> % (Line E / Line A)

SIGNATURE LINESProject Manager: Date: 1/11/08

Reviewed by: _____

Date: _____

Division Director: Date: 1/11/08



034-08

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: JANUARY 11, 2008

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO EXECUTE PROFESSIONAL SERVICE AGREEMENT WITH L. LIANNE MCBRIDE, SEXUAL ASSAULT NURSE EXAMINER, TO SERVE ON AN "ON-CALL" BASIS FOR THE PERFORMANCE OF FORENSIC EXAMINATIONS

The Lexington-Fayette Urban County Government has received continuation funding (Violence Against Women Act) from the Kentucky Justice Cabinet for the operation of a Sexual Assault Nurse Examiner program. The purpose of this program is to improve the collection of forensic evidence in sexual assault cases and to provide the victims of sexual assault more humane treatment during the investigation. Ultimately, higher rates of reporting will occur along with higher rates of prosecution and conviction. The Kentucky Crime Victims' Compensation Fund also provides financial support for forensic examinations.

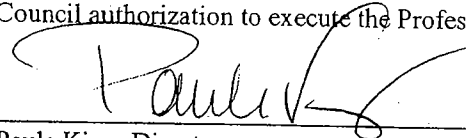
An approved element of the grant-funded project is having certified Sexual Assault Nurse Examiners (S.A.N.E.s) on call twenty-four hours a day to respond to calls for examinations at the University of Kentucky Emergency Room. This will be accomplished by contracting with qualified S.A.N.E.s. It is projected that a total of eight nurses will be placed under contract. L. Lianne McBride meets all qualifications.

The attached Professional Services Agreement with L. Lianne McBride for the period of January 1, 2008, through December 31, 2008, outlines the responsibilities and compensation. Funds for these services are budgeted as follows:

FUND	DEPARTMENT ID	SECTION	PROJECT	BUDGET REF	ACCOUNT	AMOUNT
3140	505506	5561	SANE	2008	71200	\$30,000

These funds are for the purpose of paying all contractual nurses for on-call duty, forensic examinations, and for reimbursement for liability insurance.

Council authorization to execute the Professional Services Agreement is hereby requested.


Paula King, Director

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

HORSE CAPITAL OF THE WORLD

200 East Main Street 6th Fl Lexington, KY 40507 (859)258-3070 (859)258-3081 fax www.lfucg.com
FAWPS\HCD\GRANTS\FEDERAL\US DEPT OF JUSTICE\SANE.doc



PROFESSIONAL SERVICES AGREEMENT

034-08

THIS PROFESSIONAL SERVICES AGREEMENT, made and entered into on the ____ day of _____, 2008, by and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "Government") and L. Lianne McBride, 909 Winding Oak Trail, Lexington, Kentucky 40511 (hereinafter referred to as "Contractor")

WITNESSETH

WHEREAS, the Government has been awarded federal funds from the Commonwealth of Kentucky Justice Cabinet for the implementation and operation of a Sexual Assault Nurse Examiner Program;

WHEREAS, the Government seeks qualified Sexual Assault Nurse Examiners willing to serve on an "on-call" basis for the performance of forensic examinations;

WHEREAS, the Contractor has been selected as an independent contractor for the performance of forensic examinations;

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

SECTION I

OBLIGATIONS OF GOVERNMENT

1. Government agrees to reimburse Contractor \$40.00 for each scheduled "on-call" period. An on-call period is defined as an evening or day shift of eight hours in duration. The Government's Sexual Assault Nurse Examiner Coordinator is responsible for establishing on-call schedule. Reimbursement shall be made within 30 days of invoice.
2. Government agrees to reimburse Contractor at the rate of \$230.00, for each completed forensic examination. Reimbursement shall be made within 30 days of invoice and contingent upon completion of Government's reporting requirements.
3. In the event that Contractor responds to the hospital for the performance of a forensic examination, but is unable to complete the exam because the victim withdraws consent prior to or during the exam, Government agrees to reimburse the Contractor at the rate of \$30.00 per hour for up to three hours. In this event the Contractor will separately invoice the Division of Police for the incomplete call-out. These invoices will be paid from the Division of Police's general fund budget.
4. Government agrees to reimburse Contractor in an amount not to exceed the reasonable cost of a prepaid annual premium for herein described medical liability insurance upon receipt of certificate of insurance and submission of invoice. Reimbursement shall be made within 30 days of invoice.
5. Government agrees to provide a pager to the Contractor at no expense to the Contractor.
6. Government agrees to reimburse Contractor \$50.00 per case for the provision of professional testimony in a court of law.

SECTION II

OBLIGATIONS OF CONTRACTOR

1. Contractor agrees to serve on an "on-call" basis a minimum of six shifts per month, as scheduled by the Government's Sexual Assault Nurse Examiner Coordinator after completion of the Supervision Period. Contractor further agrees to serve a minimum of one "on-call" shift on two of the following holidays during the calendar year 2007: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Eve, or New Year's Day.
2. Contractor signing this agreement for the first time agrees to serve a Supervision Period of four months, during which she understands that she serve a minimum of ten "on-call" shifts

034-08

per month in order to perform a sufficient number of forensic examinations under the direction of the Government's Sexual Assault Nurse Examiner Coordinator for the purpose of establishing competency. At the discretion of the Government's Sexual Assault Nurse Examiner Coordinator the length of the Supervision Period may be increased or decreased subject to monthly review.

3. Contractor agrees to respond to a page within ten minutes and to report to the University of Kentucky Medical Center emergency room within a reasonable amount of time after receiving a page.
4. Contractor agrees to conduct forensic examinations of sexual assault victims, including but not necessarily limited to collection and preservation of evidence, in compliance with the policies, procedures, and protocols of the Government's Sexual Assault Nurse Examiner Program and the University of Kentucky Medical Center. Contractor acknowledges receipt of policies, procedures, and protocols.
5. Contractor agrees to cooperate with the Government's Division of Police, all other law enforcement agencies utilizing the services, all county attorneys, all Commonwealth Attorneys, the Bluegrass Rape Crisis Center, and employees of the University of Kentucky Medical Center. Contractor shall make no additional charge for time spent in meetings with police, prosecutors, or for appearances in court.
6. Contractor agrees to maintain medical liability insurance, throughout the term of the Agreement, in the principal amount of not less than One Million (\$1,000,000) Dollars per occurrence and Three Million (\$3,000,000) Dollars aggregate, per policy year, for any act or omission in the furnishing of professional medical services. Said policy of insurance shall name the Lexington-Fayette Urban County Government and University of Kentucky Medical Center as 'additional insureds' thereunder. Contractor shall negotiate and contract with an insurance company for this coverage and deliver proof of insurance to the Government. If this Agreement is terminated before the expiration of the prepaid period by either party for any reason, insurance shall be cancelled with pro rata amount being refunded to the Government.
7. Contractor agrees to maintain throughout the term of this Agreement current Kentucky Registered Nurse License (unrestricted), current credentials issued by the Kentucky Board of Nursing as a Sexual Assault Nurse Examiner, and maintain membership in International Association of Forensic Nurses. Such memberships, credentials, and licensure shall be at the expense of the Contractor. Evidence of license and memberships shall be provided to the Government.
8. Contractor agrees to attend a monthly meeting at the Government's Division of Police and complete one conference per year in the field of forensics at Contractor's expense.
9. Contractor agrees to submit invoices to the Government for on-call service and for forensic examinations at least once and no more than twice per month.
10. Contractor agrees to maintain contact with the Government for a period of three years following termination of her agreement at no additional cost. Such contact includes but is not necessarily limited to notification of current home address, telephone number, and place of employment for the three-year period. Contractor agrees to comply with all subpoenas for all cases in which she performed examinations at no additional cost for the three-year period.
11. Contractor agrees to comply with the Government's Blood Borne Pathogen Occupational Exposure Policies. Contractor acknowledges that she will be fully responsible for any medical care or expenses related to an occupational exposure.
12. Contractor agrees that she will not provide services as a Legal Nurse Consultant on sexual assault cases while under contract with the Government for performance of forensic examinations and for a period of three years following termination of this agreement.

SECTION III

GENERAL CONDITIONS

1. This Agreement shall be effective from January 1, 2008, through December 31, 2008.
2. This Agreement may be terminated by either party for any reason upon thirty (30) written days notice to the other party. In the event of termination, the Contractor shall be paid in full

034-08

for all services performed to the date of such termination in accordance with Section I, Paragraph 1 and Paragraph 2.

3. The Government acknowledges and agrees that this professional services agreement shall not in any way interfere with or prevent the engagement of the Contractor in other employment, presently or otherwise. Such other employment is not to interfere with the performance of duties under this Professional Services Agreement.
4. The Contractor acknowledges that she is an independent contractor under this agreement and not any employee of the Government for any purpose.
5. The Contractor certifies, in accordance with Executive Order 12549 (Debarment and Suspension February 18, 1986) that to the best of her knowledge and belief, that she:

Is not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by and Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other federal law;

- a. Has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - b. Is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a) of this certification; and
 - c. Has not within a three-year period preceding this proposal had one or more public (Federal, State, or local) transactions or contracts terminated for cause or default.
5. This Professional Services Agreement represents the entire and integrated agreement between the Government and the Contractor and supersedes all prior negotiations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Contractor and the Government.
 6. This Agreement shall be governed by the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Fayette County, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
Jim Newberry, Mayor

ATTEST:

Clerk of the Urban County Council

CONTRACTOR

BY: Lianne McBride
L. Lianne McBride



035 - 08

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: JANUARY 11, 2008

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO EXECUTE PROFESSIONAL SERVICE AGREEMENT WITH SHERRY GUILER, SEXUAL ASSAULT NURSE EXAMINER, TO SERVE ON AN "ON-CALL" BASIS FOR THE PERFORMANCE OF FORENSIC EXAMINATIONS

The Lexington-Fayette Urban County Government has received continuation funding (Violence Against Women Act) from the Kentucky Justice Cabinet for the operation of a Sexual Assault Nurse Examiner program. The purpose of this program is to improve the collection of forensic evidence in sexual assault cases and to provide the victims of sexual assault more humane treatment during the investigation. Ultimately, higher rates of reporting will occur along with higher rates of prosecution and conviction. The Kentucky Crime Victims' Compensation Fund also provides financial support for forensic examinations.

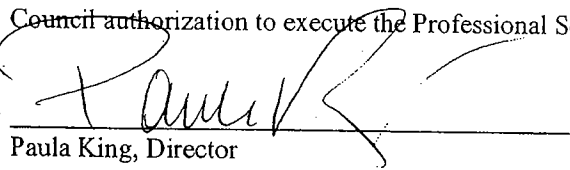
An approved element of the grant-funded project is having certified Sexual Assault Nurse Examiners (S.A.N.E.s) on call twenty-four hours a day to respond to calls for examinations at the University of Kentucky Emergency Room. This will be accomplished by contracting with qualified S.A.N.E.s. It is projected that a total of eight nurses will be placed under contract. Sherry Guiler meets all qualifications.

The attached Professional Services Agreement with Sherry Guiler for the period of January 1, 2008, through December 31, 2008, outlines the responsibilities and compensation. Funds for these services are budgeted as follows:

FUND	DEPARTMENT ID	SECTION	PROJECT	BUDGET REF	ACCOUNT	AMOUNT
3140	505506	5561	SANE	2008	71200	\$30,000

These funds are for the purpose of paying all contractual nurses for on-call duty, forensic examinations, and for reimbursement for liability insurance.

Council authorization to execute the Professional Services Agreement is hereby requested.


Paula King, Director

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

HORSE CAPITAL OF THE WORLD200 East Main Street 6th Fl Lexington, KY 40507 (859)258-3070 (859)258-3081 fax www.lfucg.com

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PROFESSIONAL SERVICES AGREEMENT

035 - 08

THIS PROFESSIONAL SERVICES AGREEMENT, made and entered into on the ____ day of _____, 2008, by and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "Government") and Sherry Guiler, 3508 Castlegate Wynd, Lexington, Kentucky 40502 (hereinafter referred to as "Contractor")

WITNESSETH

WHEREAS, the Government has been awarded federal funds from the Commonwealth of Kentucky Justice Cabinet for the implementation and operation of a Sexual Assault Nurse Examiner Program;

WHEREAS, the Government seeks qualified Sexual Assault Nurse Examiners willing to serve on an "on-call" basis for the performance of forensic examinations;

WHEREAS, the Contractor has been selected as an independent contractor for the performance of forensic examinations;

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

SECTION I

OBLIGATIONS OF GOVERNMENT

1. Government agrees to reimburse Contractor \$40.00 for each scheduled "on-call" period. An on-call period is defined as an evening or day shift of eight hours in duration. The Government's Sexual Assault Nurse Examiner Coordinator is responsible for establishing on-call schedule. Reimbursement shall be made within 30 days of invoice.
2. Government agrees to reimburse Contractor at the rate of \$230.00, for each completed forensic examination. Reimbursement shall be made within 30 days of invoice and contingent upon completion of Government's reporting requirements.
3. In the event that Contractor responds to the hospital for the performance of a forensic examination, but is unable to complete the exam because the victim withdraws consent prior to or during the exam, Government agrees to reimburse the Contractor at the rate of \$30.00 per hour for up to three hours. In this event the Contractor will separately invoice the Division of Police for the incomplete call-out. These invoices will be paid from the Division of Police's general fund budget.
4. Government agrees to reimburse Contractor in an amount not to exceed the reasonable cost of a prepaid annual premium for herein described medical liability insurance upon receipt of certificate of insurance and submission of invoice. Reimbursement shall be made within 30 days of invoice.
5. Government agrees to provide a pager to the Contractor at no expense to the Contractor.
6. Government agrees to reimburse Contractor \$50.00 per case for the provision of professional testimony in a court of law.

SECTION II

OBLIGATIONS OF CONTRACTOR

1. Contractor agrees to serve on an "on-call" basis a minimum of six shifts per month, as scheduled by the Government's Sexual Assault Nurse Examiner Coordinator after completion of the Supervision Period. Contractor further agrees to serve a minimum of one "on-call" shift on two of the following holidays during the calendar year 2007: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Eve, or New Year's Day.
2. Contractor signing this agreement for the first time agrees to serve a Supervision Period of four months, during which she understands that she serve a minimum of ten "on-call" shifts

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per month in order to perform a sufficient number of forensic examinations under the direction of the Government's Sexual Assault Nurse Examiner Coordinator for the purpose of establishing competency. At the discretion of the Government's Sexual Assault Nurse Examiner Coordinator the length of the Supervision Period may be increased or decreased subject to monthly review.

3. Contractor agrees to respond to a page within ten minutes and to report to the University of Kentucky Medical Center emergency room within a reasonable amount of time after receiving a page.
4. Contractor agrees to conduct forensic examinations of sexual assault victims, including but not necessarily limited to collection and preservation of evidence, in compliance with the policies, procedures, and protocols of the Government's Sexual Assault Nurse Examiner Program and the University of Kentucky Medical Center. Contractor acknowledges receipt of policies, procedures, and protocols.
5. Contractor agrees to cooperate with the Government's Division of Police, all other law enforcement agencies utilizing the services, all county attorneys, all Commonwealth Attorneys, the Bluegrass Rape Crisis Center, and employees of the University of Kentucky Medical Center. Contractor shall make no additional charge for time spent in meetings with police, prosecutors, or for appearances in court.
6. Contractor agrees to maintain medical liability insurance, throughout the term of the Agreement, in the principal amount of not less than One Million (\$1,000,000) Dollars per occurrence and Three Million (\$3,000,000) Dollars aggregate, per policy year, for any act or omission in the furnishing of professional medical services. Said policy of insurance shall name the Lexington-Fayette Urban County Government and University of Kentucky Medical Center as 'additional insureds' thereunder. Contractor shall negotiate and contract with an insurance company for this coverage and deliver proof of insurance to the Government. If this Agreement is terminated before the expiration of the prepaid period by either party for any reason, insurance shall be cancelled with pro rata amount being refunded to the Government.
7. Contractor agrees to maintain throughout the term of this Agreement current Kentucky Registered Nurse License (unrestricted), current credentials issued by the Kentucky Board of Nursing as a Sexual Assault Nurse Examiner, and maintain membership in International Association of Forensic Nurses. Such memberships, credentials, and licensure shall be at the expense of the Contractor. Evidence of license and memberships shall be provided to the Government.
8. Contractor agrees to attend a monthly meeting at the Government's Division of Police and complete one conference per year in the field of forensics at Contractor's expense.
9. Contractor agrees to submit invoices to the Government for on-call service and for forensic examinations at least once and no more than twice per month.
10. Contractor agrees to maintain contact with the Government for a period of three years following termination of her agreement at no additional cost. Such contact includes but is not necessarily limited to notification of current home address, telephone number, and place of employment for the three-year period. Contractor agrees to comply with all subpoenas for all cases in which she performed examinations at no additional cost for the three-year period.
11. Contractor agrees to comply with the Government's Blood Borne Pathogen Occupational Exposure Policies. Contractor acknowledges that she will be fully responsible for any medical care or expenses related to an occupational exposure.
12. Contractor agrees that she will not provide services as a Legal Nurse Consultant on sexual assault cases while under contract with the Government for performance of forensic examinations and for a period of three years following termination of this agreement.

SECTION III

GENERAL CONDITIONS

1. This Agreement shall be effective from January 1, 2008, through December 31, 2008.
2. This Agreement may be terminated by either party for any reason upon thirty (30) written days notice to the other party. In the event of termination, the Contractor shall be paid in full

035 - 08

for all services performed to the date of such termination in accordance with Section I, Paragraph 1 and Paragraph 2.

3. The Government acknowledges and agrees that this professional services agreement shall not in any way interfere with or prevent the engagement of the Contractor in other employment, presently or otherwise. Such other employment is not to interfere with the performance of duties under this Professional Services Agreement.
4. The Contractor acknowledges that she is an independent contractor under this agreement and not any employee of the Government for any purpose.
5. The Contractor certifies, in accordance with Executive Order 12549 (Debarment and Suspension February 18, 1986) that to the best of her knowledge and belief, that she:

Is not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by and Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other federal law;

- a. Has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - b. Is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a) of this certification; and
 - c. Has not within a three-year period preceding this proposal had one or more public (Federal, State, or local) transactions or contracts terminated for cause or default.
5. This Professional Services Agreement represents the entire and integrated agreement between the Government and the Contractor and supersedes all prior negotiations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Contractor and the Government.
 6. This Agreement shall be governed by the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Fayette County, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
Jim Newberry, Mayor

ATTEST:

Clerk of the Urban County Council

CONTRACTOR

BY: Sherry D. Guiler APR 11 2001
Sherry Guiler



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

DATE OF ISSUE

January 10, 2008

EFFECTIVE DATE

036-08

NUMBER
COP:
08/0022

47

To:

Jim Newberry, Mayor
Urban County Council

SUBJECT:

Request for Council Action (Blue Sheet) -
National Insurance Crime Bureau
Vehicle Use Agreement

From:

Ronnie Bastin
Chief of Police

Please find attached a blue sheet, Vehicle Use Agreement from the National Insurance Crime Bureau (NICB) and a letter of review from the Department of Law. This program is utilized by the Kentucky State Police to retain vehicles that have been recovered in auto theft cases. The insurance company that insured this vehicle has paid off the original owner and through the National Insurance Crime Bureau program, this vehicle may be leased back to the Division of Police for \$1.00. We are requesting the council grant standing approval for the Mayor to accept these donations in the future without subsequent process. We have attached two (2) copies of the agreement requiring Mayor Newberry's signature. Upon signing and completion of all paperwork, please return one (1) copy of the agreement to the Division of Police.

The acceptance of this donation will have a positive budgetary impact for the Division of Fleet Services. Vehicles donated in this manner will be utilized as home fleet vehicles replacing those that the city currently has to purchase. This will make general maintenance the same as any other assigned vehicle.

If I can advise any further please let me know.

Ronnie Bastin
Chief of Police

RB/rmh

Attachment



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

DATE OF ISSUE

January 15, 2008

EFFECTIVE DATE

037-08

NUMBER
COP:
08/0016

48

To:

Jim Newberry, Mayor
Urban County Council

SUBJECT:

Request for Council Action (Blue Sheet)
Sale Agreement w/Cathy O'Donovan
Purchase of Mounted Patrol Horse

From:

Ronnie Bastin
Chief of Police

Please find attached a blue sheet and sale agreement for the Lexington-Fayette Urban County Horse Patrol Commission to purchase a horse for the Lexington Division of Police.

The Division of Police is requesting approval from the Urban County Council to authorize Mayor Jim Newberry to sign the attached agreement. We have attached three (3) copies of the agreement requiring Mayor Newberry's signature. Upon signing and completion of all paperwork, please return two (2) copies of the agreement to the Division of Police.

There is no budgetary impact, as the Lexington-Fayette Urban County Horse Patrol Commission will purchase the horse and donate it to LFUCG.

E-MAILED
Ronnie Bastin
Chief of Police

RB/rmh

Attachment

cc: Tim Bennett, Commissioner

SALE AGREEMENT**037-08**

This is a **Sale Agreement** dated as of the 29 day of OCTOBER, 2007, among **Cathy O'Donovan**, 106 Inverness, Winchester, Kentucky 40391 (the "Seller"), the **Horse Patrol Commission** and the **Lexington-Fayette Urban County Government** ("LFUCG") on behalf of the **Division of Police**, 200 E. Main Street, Lexington, Kentucky 40507 (jointly the "Buyer").

Recitals

Seller owns a horse described as follows: a two-year old bay gelding, Percheron/Thoroughbred mix (hereinafter "the Horse"). Seller wishes to sell the Horse to the Buyer and the Buyer desires to purchase it from the Seller for use by the Lexington-Fayette Urban County Division of Police (hereinafter "Police").

NOW THEREFORE, Seller and Buyer agree as follows:

Section 1 – Definitions

"Casualty" shall mean injury to or illness of the Horse, which in the opinion of a veterinarian selected by Buyer causes the Horse to be unsuitable for use by Police.

Section 2 – Sale Agreement

Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller the Horse upon the terms and conditions set forth in this Sale Agreement.

Section 3 – Sale Price of Horse

The price to be paid to Seller for the Horse is Three Thousand Dollars (\$3,000.00) to be paid by Horse Patrol Commission.

Section 4 – Warranties

Seller hereby warrants that the Horse is and will be sound and healthy on the date of delivery to Buyer.

Section 5 – Delivery and Acceptance

Seller will provide transportation of the Horse to Lexington, Kentucky, at Seller's risk, at a time mutually agreed upon by the parties. Buyer has had the opportunity to inspect the Horse before delivery, and shall have the opportunity to have the Horse examined by a veterinarian of Buyer's choice at the time of delivery to determine the existence of any casualty. Buyer shall accept or reject the Horse insofar as the health and soundness of the Horse are concerned within four (4) hours of delivery by the Seller in Lexington, Kentucky. In the event that the Horse is rejected for reason of casualty, this Sale Agreement shall be terminated.

Section 6 – Trial Period

Buyer shall have six (6) months from the date of delivery by the Seller to the Buyer to ride and otherwise test the Horse to determine whether or not the Horse's training, temperament, stable manners, and other characteristics are acceptable. During said period, Buyer will provide all normal and ordinary care and maintenance of said Horse, including but not limited to, food, water, shelter and any veterinarian care and medication which may become necessary during this trial period. If, during this six (6) month trial period the Buyer determines that the Horse is unsuitable for the intended purpose, Buyer will provide transportation of the Horse back to Seller, at Seller's risk, and either cancel this sale with no further obligation or accept a similar replacement, as set forth in Section 9 of this Agreement, at Buyer's option.

037-08

Section 7 – Buyer's Rights

Buyer's rights to return the Horse to Seller is limited to the suitability of the Horse for the purpose for which Buyer is acquiring the Horse. In the event of casualty during said six (6) month trial period, the Horse becomes the property of the Buyer and may not be returned to Seller.

Section 8 – Indemnification

Buyer agrees to make no claim against Seller and Buyer will indemnify and hold harmless the Seller from any claims for injury or damage caused by the Horse while in the possession of Buyer during said six (6) month trial period regardless of the cause of said injury or damage.

Section 9 – Payment

Horse Patrol Commission shall pay Seller the sum of Three Thousand Dollars (\$3,000.00) at the end of said six (6) month trial period by sending a check(s) for said sum to Seller at the address provided in this Agreement. Payment shall be effective on the date of postmark.

Section 10 – Miscellaneous

This Sale Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

Section 11 – Entire Agreement

This written Sale Agreement constitutes the entire agreement of the parties, and can only be amended by written document executed by both parties.

037-08

Section 12 – Severability

In the event that any sentence or paragraph of this Sale Agreement is declared by a Court of competent jurisdiction to be void, said sentence or paragraph shall be deemed severed from the remainder of the Agreement and the balance of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Seller and Buyer have signed this Sale Agreement on the date set forth in the preamble hereto, but actually on the dates set forth below.

SELLER:

Cathy A. O'Donovan
Cathy O'Donovan

Dated: 19 November 2007

BUYER:

Lexington-Fayette Urban County
Government, on behalf of the
Lexington-Fayette Urban County
Government Division of Police

Horse Patrol Commission

By _____
Jim Newberry, Mayor

Ron Watson
Chairperson

Dated _____

Dated 11/27/07

REB/POLICE/07-CC1868/00143970



04 1 - 08

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**

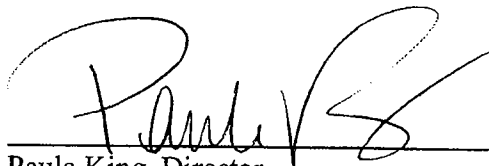
DATE: JANUARY 14, 2008

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO SUBMIT APPLICATION
FOR FEDERAL FUNDS FROM THE KENTUCKY STATE POLICE FOR
ENFORCING UNDERAGE DRINKING LAWS AS PROVIDED BY THE
OFFICE OF JUVENILE JUSTICE AND DELINQUENCY
PREVENTION—FY 2009**

The Division of Police has prepared a grant application for submission to the Kentucky State Police requesting federal funding from the Enforcing Underage Drinking Laws provided by the Office of Juvenile Justice and Delinquency Prevention/U.S. Department of Justice.

The Division of Police is requesting \$107,000 in federal funds for operation of a two-year Enforcing Underage Drinking Laws project. The project will provide for additional officers to be deployed during peak business hours for investigative purposes, for conducting education/awareness campaigns regarding underage drinking, and for citing intoxicated minors and business owners and employees who sell alcoholic beverages to persons under the age of 21. The objectives are to reduce the number of establishments serving and selling alcoholic beverages to minors by at least 2% and to increase the number of arrests involving minors under the influence of any intoxicating beverages by at least 2%. Funds will be used for officer overtime. No matching funds are required. The primary goal of the project is to reduce alcohol use among persons who are under the age of 21.

Council authorization to submit the application is hereby requested.



Paula King, Director

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

HORSE CAPITAL OF THE WORLD

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

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031-08

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Division of Community Development

TO: JIM NEWBERRY, MAYOR
URBAN COUNTY COUNCIL

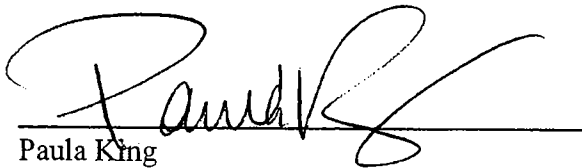
FROM: PAULA KING, DIRECTOR
DIVISION OF COMMUNITY DEVELOPMENT

DATE: JANUARY 11, 2008

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO SUBMIT APPLICATION
TO THE KENTUCKY HERITAGE COUNCIL FOR THE DIVISION OF
HISTORIC PRESERVATION'S SURVEY AND PLANNING PROJECT –
FY2009

The Lexington-Fayette Urban County Government's Division of Historic Preservation has prepared a grant application to submit to the Kentucky Heritage Council. This application requests federal funding in the amount of \$12,000 for the purpose of supporting Certified Local Government historic preservation administrative activities in the Division of Historic Preservation. Funds will be used for the salaries and benefits of existing personnel in the Division of Historic Preservation. A 40 % (\$8,000) match is required. Matching funds will be requested in the Division of Historic Preservation's general fund budget for Fiscal Year 2009.

Council authorization to submit the application 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

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04 0 - 08

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: JANUARY 14, 2008

SUBJECT REQUEST COUNCIL AUTHORIZATION TO ACCEPT AWARD FROM THE
KENTUCKY TRANSPORTATION CABINET FOR CMAQ FUNDS FOR THE
MAXWELL STREET BIKE/PEDESTRIAN PROJECT—FY 2008

On May 3, 2007 (Resolution # 196-2007), Council approved the submission of an application for federal funds to the Kentucky Transportation Cabinet for the Maxwell Street Bike/Pedestrian Project. The project provides for the installation of a bicycle lane in place of the parking lane on the south side of Maxwell Street (0.4 miles in length), allowing for on-street bike accommodation and wider vehicular travel lanes. The sidewalk on the south side will also be widened to 6 feet (1370 in length), and will extend to the curb. Portions of the sidewalk on the north side of the street will also be widened to six feet (400 ft. in length). The bicycle lane will also be extended on Maxwell Street (0.35 miles in length) west of the project from Rose Street to South Limestone.

Federal funds in the amount of \$153,000 have been awarded by the Kentucky Transportation Cabinet. This project requires a 20% local match. Local match in the amount of \$28,000 is budgeted in the Division of Engineering's General Fund budget (1101-303202-3221-78200). The University of Kentucky has agreed to contribute \$10,000 and Aylesford Neighborhood Association has agreed to contribute \$11,000. Total project cost is \$202,000. Total local match exceeds the required 20%.

The source of federal funds is the Congestion Mitigation and Air Quality (CMAQ) improvement program in the U.S. Department of Transportation, authorized by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU.)

Council authorization to accept the award is hereby requested.

Paula King, Director

Xc: Don Kelly, Commissioner of the Department 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





042-08

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: JANUARY 15, 2008

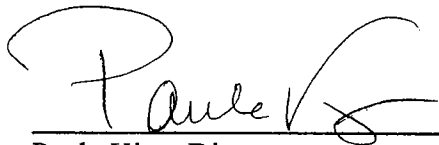
SUBJECT REQUEST COUNCIL AUTHORIZATION TO ACCEPT AWARD FROM
THE KENTUCKY TRANSPORTATION CABINET OF SLX FUNDS TO
COMPLETE THE CONSTRUCTION OF TOWN BRANCH TRAIL
PHASE II —FY 2008

The Kentucky Transportation Cabinet has offered the Lexington-Fayette Urban County Government federal funds in the amount of \$240,000 to complete the construction of Town Branch Trail Phase II. A multi-use greenway trail of approximately a half-mile from the Spicewood Neighborhood through Marehaven Subdivision to Alexandria Drive. This project has been included in the Enacted Six-Year Highway Plan.

This project requires a 20% local match. Local match in the amount of \$60,000 is in process of being budgeted in the Division of Engineering's 2008 Municipal Aid Program (1136-303202-3251-78200). Total project cost is \$300,000.

The source of federal funds is the Surface Transportation-Lexington program (SLX), authorized by Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU.)

Council authorization to accept the award is hereby requested.



Paula King, Director

Xc: Don Kelly, Commissioner of the Department of Public Works and Development

HORSE CAPITAL OF THE WORLD

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043-08

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: JANUARY 14, 2008

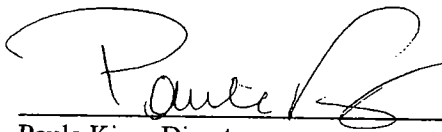
SUBJECT REQUEST COUNCIL AUTHORIZATION TO ACCEPT AWARD FROM THE
KENTUCKY TRANSPORTATION CABINET OF SLX FUNDS FOR THE
DESIGN OF SOUTH ELKHORN TRAIL—FY 2008

The Kentucky Transportation Cabinet has offered the Lexington-Fayette Urban County Government federal funds in the amount of \$28,000 for the design of a multi-use greenway trail near the South Elkhorn Creek in southern Fayette County between Nicholasville Road and Grassy Creek Road. This project has been included in the Enacted Six-Year Highway Plan.

This project requires a 20% local match. Local match in the amount of \$7,000 is in process of being budgeted in the Division of Engineering's 2008 Municipal Aid Program (1136-303202-3251-78200). Total project cost is \$35,000.

The source of federal funds is the Surface Transportation-Lexington program (SLX), authorized by Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU.)

Council authorization to accept the award is hereby requested.



Paula King, Director

Xc: Don Kelly, Commissioner of the Department of Public Works and Development

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044-08

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: JANUARY 15, 2008

**SUBJECT REQUEST COUNCIL AUTHORIZATION TO SUBMIT APPLICATION TO THE
KENTUCKY GOVERNOR'S OFFICE OF LOCAL DEVELOPMENT REQUESTING
FEDERAL FUNDS FROM THE RECREATIONAL TRAIL PROGRAM FOR THE
BRIGHTON WEST RAIL TRAIL—FY 2009 THIS PROJECT REQUIRES
PUBLIC MEETING**

The Division of Engineering has prepared a grant application for submission to the Kentucky Governor's Office of Local Development (GOLD), requesting federal funding in the amount of \$100,000 for construction of the Brighton West Rail Trail. The Brighton West Rail Trail is proposed to be a twelve foot wide, 3,700 foot long trail with an asphalt surface that provides multi-modal access along an abandoned CSX railroad corridor. The proposed trail lies between Liberty Road and Man o' War Boulevard on the east side of Lexington. This trail segment is significant because of its connectivity to other alternative transportation projects, including bike lanes under construction, a constructed trail, and a proposed trail. The Brighton West Trail will connect to future bike lanes on Liberty Road, and to the existing Liberty Park Trail, which was constructed with funding through the Recreational Trails Program. There will be parking accommodations in the Park to access both trails. The Trail continues along the rail corridor to the other endpoint at Helmsdale Place/Man O' War. Here residents can cross Man O' War Boulevard at the traffic signal and continue on the Brighton East Rail Trail. Plans are to submit for a 2009 Transportation Enhancement grant to connect the Brighton East and West trails with a pedestrian bridge over Man O' War Boulevard.

This project requires a 50% local match. Local match in the amount of \$100,000 is available in the 2008 Trail Fund (bond revenue), budgeted at 2517-707601-7211-90310. Brighton West Rail Trail is included as a priority on the list of trails to be constructed from this fund. Total project cost is \$200,000.

The source of federal funds is the Federal Highway Trust Fund, and represents a portion of the motor fuel excise tax collected from nonhighway recreational fuel use. **This project requires a public meeting.**

Council authorization to submit application is hereby requested.

Paula King, Director

Xc: Don Kelly, Commissioner of the Department of Public Works and Development

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045-08

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: JANUARY 15, 2008

**SUBJECT REQUEST COUNCIL AUTHORIZATION TO EXECUTE
SUPPLEMENTAL AGREEMENT NO. 1 TO AGREEMENT WITH
KENTUCKY TRANSPORTATION CABINET FOR CONSTRUCTION OF
BRIGHTON EAST TRAIL USING SLX FUNDS**

On March 18, 2004 (Ordinance No. 58-2004), Council approved acceptance of federal funds from the Kentucky Transportation Cabinet for the Brighton Rail Trail Utility Relocation Project. On July 8, 2004 (Ordinance No. 181-2004), Council approved acceptance of federal funds from the Kentucky Transportation Cabinet for the construction of Brighton East Trail. The agreement for Brighton Rail Trail Utility Relocation has been closed. Supplement No. 1 to the Agreement for Construction of Brighton East Trail incorporates the funding that was originally attached to the agreement for Brighton Rail Trail Utility Relocation. All funds (federal and local match) are fully budgeted.

The Brighton East Trail extends from Man O'War Boulevard to Walnut Hill-Chilesburg Road and is included in the Six-Year Highway Plan. Federal funds for this project are from Surface Transportation Lexington (SLX).

Council authorization to executed Supplemental Agreement No. 1 is hereby requested.

Paula King, Director

Xc: Don Kelly, Commissioner of the Department of Public Works and Development

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045 - 08

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
BRIGHTON EAST TRAIL
GYP ITEM NO. 7-228.00
\$46,800 SUPPLEMENTAL

AGREEMENT BETWEEN
COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
AND
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
SUPPLEMENTAL AGREEMENT NO. 1

WHEREAS, the Lexington-Fayette Urban County Government hereinafter referred to as "LFUCG" and the Department of Highways, hereinafter referred to as the "Department" entered into an agreement on January 24, 2005 (C-05031709) wherein the Department was to make available to the LFUCG up to \$445,200 with a \$111,300 local match for the construction and utility work of the Brighton East Trail from Man O' War Boulevard to Walnut Hill-Chilesburg Road listed as Item No. 7-228 in the Enacted Six-Year Highway Plan (Project); and

WHEREAS, the utility work has cost more than anticipated and the LFUCG has requested additional funds to complete the utility phase of the Project; and

WHEREAS, the Department agrees this is a worthwhile Project and is willing to reimburse the LFUCG \$46,800 in SLX funds with a 20% local match of \$11,700 for a total of \$58,500 for the satisfactory completion of the above referenced Project.

NOW, THEREFORE, in consideration of these premises and the mutual covenants contained herein, the parties hereby agree as follows:

1. The Department agrees to reimburse the LFUCG up to \$46,800 in SLX funds with a local match of \$11,700 for a total of \$58,500 for the completion of utility work by the LFUCG for a Project. When added to the previously authorized \$445,200, the Department has authorized a total of \$492,000 in SLX funds for the Project.
2. Any cost in excess of the additional \$46,800 is the responsibility of the LFUCG.
3. All other terms and conditions of the original January 24, 2005 (C-05031709) agreement shall remain the same and are legally binding.

045-08

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
BRIGHTON EAST TRAIL
6YP ITEM NO. 7-228.00
\$46,800 SUPPLEMENTAL

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their officers thereunto duly authorized.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

Jim Newberry
Mayor

Joseph W. Prather
Secretary

Date: _____

Date: _____

APPROVED AS TO FORM & LEGALITY

Todd Shipp
Office of Legal Services

Date: _____



047-08

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: JANUARY 16, 2008

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO EXECUTE CHANGE ORDER
NO. 5 WITH J.M. CRAWFORD & ASSOCIATES, IN THE AMOUNT OF
\$11,609.25 FOR MEADOWS/NORTHLAND/ARLINGTON PUBLIC
IMPROVEMENTS DESIGN SUBPHASE 2E

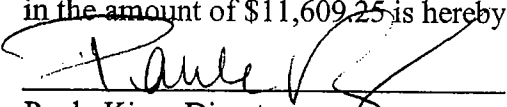
The Division of Engineering has recommended the execution of change order No. 5 for \$11,609.25 with J.M. Crawford & Associates for design of Meadows/Northland/Arlington Public Improvements Project, Subphase 2D. The new contract total is \$294,794.75.

The change order provides for updating plans, staking centerline of project streets, and attending the review and public meetings. The change order also provides for developing a new set of specifications and bid items. The Division of Community Development concurs with the Division of Engineering's request.

Sufficient funds are budgeted in the following accounts:

FUND	DEPT ID	SECTION	ACCOUNT	PROJECT	BUD REF	ACTIVITY
3120	303202	3211	91713	CDBG	2007	C03

Council authorization to execute Change Order No. 5 to agreement with J.M. Crawford & Associates in the amount of \$11,609.25 is hereby requested.


Paula King, Director

Cc: Division of Engineering
Don Kelly, Commissioner of the Department of Public Works

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AMENDMENT NO. 5

047 - 08

Meadows-Northland-Arlington
 Neighborhood Improvement Project
 Phase 2: Loudon - 1 Area
 Contract Dated July 16, 2002
 Purchase Order No. K71810
 Requisition No. 187628
 Fund 902-491-950-910 8701

DEC 18 2007

Purpose/Reason for Amendment:

Assemble Plans, Update Plans and Prepare Bid Package for Phase 2E Letting.

Original Contract Amount	\$ 221,791.00
Amendment No. 1 (dated 3/04/2003)	18,855.00
Amendment No. 2 (dated 7/01/2004)	13,652.00
Amendment No. 3 (dated 7/12/2005)	14,777.00
Amendment No. 4 (dated 7/05/2007)	14,110.50
Amendment No. 5	<u>11,609.25</u>
NEW CONTRACT AMOUNT	\$294,794.75

Date _____

Owner:

Consultant:

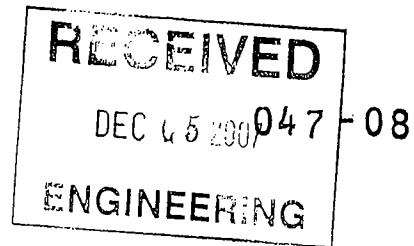
 Jim Newberry, Mayor

 Joseph H. Hodskins, President
 J.M. Crawford & Associates, Inc.
 Consulting Engineers

 Attest

 Attest

December 3, 2007



Mr. Bill Bowie, P.E.
LFUCG, Division of Engineering
101 East Vine Street
Phoenix Building, 4th Floor
Lexington, KY 40507

DEC 18 2007

Re: Meadows-Northland-Arlington
Neighborhood Improvement Project
Phase 2: Loudon - 1 Area
AMENDMENT NO. 5
Assemble Plans, Update Plans, and
Prepare Bid Package for Phase 2E Letting

Dear Mr. Bowie:

Below is the production-hour breakdown used to develop cost associated with the attached Amendment No. 5 to subject project.

1) Update Topo of Streets	4 hrs. @ \$29.00/hr.	\$ 116.00
2) Update Plans to reflect recently constructed features	8 hrs. @ \$29.00/hr.	232.00
3) Stake centerline of project streets	30 hrs. @ \$65.00/hr.	1,950.00
4) Develop new General Summary Sheet, Front Sheet and General Note Sheet	20 hrs. @ \$29.00/hr.	580.00
5) Develop New set of Specifications and Bid Items	32 hrs. @ \$29.00/hr.	928.00
6) Attend Review Meeting & Public Meeting	8 hrs. @ \$29.00/hr.	232.00

Total Direct Payroll	\$ 4,038.00
Overhead (150.00%)	6,057.00
Profit (15%±)	<u>1,514.25</u>

TOTAL COST \$ 11,609.25

If you have any questions please call.

Sincerely,
J.M. CRAWFORD & ASSOCIATES, INC.


Joseph H. Hodskins, P.E., P.L.S.