

**URBAN COUNTY COUNCIL
SCHEDULE OF MEETINGS
JULY 7 through JULY 14, 2008**

Urban County Council Summer Break July 9- August 11, 2008

MONDAY, JULY 7

No Meetings

TUESDAY, JULY 8

Standing Committee Review Meeting.....11:00 am
Conference Room-5th Floor Government Center

Inter Governmental 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

Council Meeting.....6:00 pm
Council Chambers-2nd Floor Government Center

WEDNESDAY, JULY 9

Police & Fire Pension Fund Meeting.....9:00 am
Council Chambers-2nd Floor Government Center

Transportation Technical Coordinating Committee Meeting.....9:00 am
Conference Room-7th Floor Phoenix Building

Congestion Management Committee Meeting.....1:30 pm
Conference Room-7th Floor Phoenix Building

THURSDAY, JULY 10

No Meetings

FRIDAY, JULY 11

Mayor's Task Force Against Breast Cancer Meeting.....10:00 am
Conference Room-5th Floor Government Center

MONDAY, JULY 14

Local Disaster Emergency Services Organization Meeting (LDESO).....9:00 am
Conference Room-5th Floor Government Center

LEXINGTON-FAYETTE URBAN COUNTY COUNCIL

WORK SESSION AGENDA

July 8, 2008

- I. Public Comment – Issues on Agenda**
- II. Requested Rezoning / Docket Approval – Yes**
- III. Approval of Summary – Yes, July 1, 2008, PP. 5-10**
- IV. Budget Amendments – None**
- V. New Business, pp. 12-31**
- VI. Continuing Business / Presentations**
 - A. Budget and Finance Committee**
 - B. Services Committee, pp. 32-35**
 - C. Lexington Distillery District – Barry McNeese**
- VII. Council Report**
- VIII. Mayor's Report – Yes**
- IX. Public Comment – Issues Not on Agenda**

ADMINISTRATIVE SYNOPSIS

New Business Items

- A. Authorization of an Agreement with Marriott Griffin Gate Resort & Spa on Behalf of the Department of Public Safety, Division of Police, Regarding the Annual Police Awards Banquet. (364-08) (Bastin/Bennett)
This request will authorize an agreement with the Marriott Griffin Gate Resort & Spa on behalf of the Division of Police for the annual Police Awards Banquet to be held September 22, 2008. The costs associated with the agreement will be funded by ticket sales through the Citizens Police Academy Alumni Association. There is no budgetary impact. p. 12
- B. Authorization to Accept Donation from Tempur-Pedic, Inc. on Behalf of the Department of Public Safety, Division of Fire and Emergency Services. (395-08) (Hendricks/Bennett)
This request will authorize the acceptance of 150 twin long mattresses from Tempur-Pedic, Inc. on behalf of the Division of Fire and Emergency Services with possibility of 60 more twin mattresses to be donated at a later date. The donated mattresses will replace mattresses at fire stations for firefighters. The only cost associated with this donation is picking up the mattresses from a storage warehouse in Georgetown KY. p. 13
- C. Authorization to Amend Resolution No. 330-2008 Regarding a Bid by Alertus Technologies, LLC, on Behalf of the Department of Public Safety, Division of Environmental and Emergency Management (DEEM) for a FM Emergency Alert System. (400-08) (Dugger/Bennett)
This request will authorize an amendment to Resolution No. 330-2008 regarding a bid by Alertus Technologies, LLC, on behalf of the DEEM for a FM Emergency Alert System. This amendment will change the amount listed from \$85,825 to \$50,998, which is within the bond amount, and the initial purchase is for \$50,998 but reserves the right to purchase additional quantities at the unit prices bid. There are no other changes associated with this amendment. p. 14
- D. Authorization of a Modification to Agreement with the Kentucky Office of Homeland Security on Behalf of the Department of Public Safety, Division of Environmental and Emergency Management (DEEM), for Metropolitan Medical Response System (MMRS) Project. (402-08) (P. King/Bennett)
This request will authorize a modification to Agreement with the Kentucky Office of Homeland Security from June 30, 2008 to June 30, 2000 on behalf of DEEM for the MMRS Project. There are no other changes associated with this modification. p. 15

- E. Authorization of a Contractual Agreement with Bluegrass Regional Mental Health – Mental Retardation Board, Inc. (d/b/a Comprehensive Care Center) on Behalf of the Department of Public Safety, Division of Community Corrections. (404-08) (Bishop/Bennett)

This request will authorize a Contractual Agreement with Bluegrass Regional Mental Health – Mental Retardation Board, Inc. (d/b/a Comprehensive Care Center) for a total amount of \$811,724.95 that includes a 5.3% CPI for the South increase and an increase in the cap for psychotropic medication to \$250,000 on behalf of the Division of Community Corrections. The Bluegrass Regional Mental Health- Mental Retardation Board, Inc. will provide a full-range of mental health services to offenders to meet the intent of KRS 210.365. Funds are budgeted. pp. 16-25

- F. Authorization of Change Order No. 2 to Contract with Jarboe Construction Company, Inc. Regarding the Gainesway Community Center Project. (399-08) (Hancock/Cole)

This request will authorize Change Order No. 2 to increase amount of contract by \$4,420 for additional professional services required for the storm water detention plan and redesign of the sanitary sewer with Jarboe Construction Company, Inc. for the Gainesway Community Center Project. Previous change order was \$7,500. Original contract amount was \$23,250. New contact amount is \$35,170. pp. 26-28

- G. Authorization to Close a Portion of the Right-of-Way between 3336 and 3340 Mt. Foraker Drive. (403-08) (Boland/J. Kelly)

This request will authorize the closure of a 5-foot wide section of a right-of-way that runs between properties located at 3336 and 3340 Mt. Foraker Drive. This section was originally dedicated to provide an access point for bicycles and pedestrians to Berryhill Park. Another access point was subsequently provided and is now the established park entry point for the neighborhood. The right-of-way was never developed. The owners of the abutting properties have requested the closure and will accept responsibility for their portion of the right-of-way once it is closed. Appropriate LFUCG divisions and the utilities companies have reviewed and consented to the closure subject to preserving easements for any existing facilities. pp. 29-30

- H. *Authorization to Submit Application to the Environmental Protection Agency (EPA) on Behalf of the Department of Environmental Quality under the Environmental Justice Small Grant Program. (401-08) (P. King/Taylor)

This request will authorize the submission of an application for federal funds in the amount of \$20,000 to the EPA under the Environmental Justice Small Grant Program. If approved, the project will provide health education and outreach to the underserved Medicaid pediatric population in Fayette, Bourbon, Clark, Jessamine, and Madison counties regarding exposure to lead-based paint poisoning. The project includes an agreement with the Lexington-Fayette County Health Department for the

provision of these services. This project is a result of collaboration with the University of Kentucky, College of Public Health. An evaluation component of the project will be done by the University. No matching funds are required. p.31

*** Environmental Justice Grant**

URBAN COUNTY COUNCIL
WORK SESSION SUMMARY
& TABLE OF MOTIONS

July 1, 2008

Vice Mayor Gray chaired the meeting until Mayor Newberry arrived. All Council Members were present, except CM Crosbie.

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

A motion by CM Stevens to place on the docket for Thursday July 3, 2008 Council Meeting, an ordinance authorizing and directing the mayor to execute a contract addendum for FY 2008 with the Lexington-Fayette County Health Department for the Home Network Project at the Family Care Center, seconded by CM DeCamp, passed without dissent.

A motion by CM Blues to place on the docket for Thursday, July 3, an ordinance abolishing the Horse Patrol Commission, seconded by CM Beard, passed without dissent.

A motion by CM Lane to place on the docket for Thursday, July 3, 2008, a resolution authorizing the Mayor, on behalf of the Urban County Government, to accept a deed for a temporary construction easement and permanent sanitary sewer easement for connection of the Blackford and Meadow Oak properties (6600 Man O War Boulevard) at no cost to the urban county government, seconded by CM Blevins, passed without dissent.

A motion by CM Ellinger to approve the docket as amended, seconded by CM McChord, passed without dissent.

- III. Approval of Summary – Yes

A motion by CM Stevens to approve the summary of 6/24/08, seconded by CM Myers, passed without dissent.

IV. Budget Amendments-Yes

A motion by CM Stevens to approve the budget amendments, seconded by CM Ellinger, passed without dissent.

V. New Business

- A. Authorization of Change Order No. 1 to Contract with Free Contracting, Inc. Regarding the Lower Glendover West Drainage Improvements Project. (370-08) (Rayan/D. Kelly)
- B. Authorization of Change Order No. 1 to Contract with ATS Construction Regarding the East Reynolds Road and Lansdowne Drive Improvements Project. (FINAL) (386-08) (Rayan/D. Kelly)
- C. Authorization of Change Order No. 3 to Contract with Leak Eliminators, LLC Regarding the Wilderness Road Sanitary Sewer Project. (387-08) (P. King/D. Kelly)
- D. Authorization of Change Order No. 2 to Contract with Kenney, Inc. Regarding the Bracktown Sanitary Sewer Project. (388-08) (P. King/D. Kelly)
- E. Authorization of an Agreement By and Between LFUCG on Behalf of the Department of Public Works and Development, and the Fayette Fiscal Court and Sandra M. Varellas. (392-08) (Rayan/D. Kelly)
- F. Authorization of an Amendment to Resolution No. 672-2007 Regarding Property at 224 Forest Park Road for the Elizabeth Street Drainage Improvements Project. (371-08) (Martin/Taylor)
- G. *Authorization to Amend Ordinance No. 104-2008 and Submit Application and Accept Award (if Offered) to the Kentucky Division of Water Regarding the South Elkhorn Pump Station Project. (379-08) (P. King/Taylor)
- H. Authorization of Change Order No. 2 to Contract with Free Contracting Inc. Regarding the Solid Waste Facility Expansion Project. (380-08) (Taylor)
- I. Authorization of a Deed of Acquisition of Property Located at 4024 Lilydale Court Regarding the Whitemark Court Storm Water Improvements Project. (384-08) (Martin/Taylor)
- J. Authorization to Execute a Purchase of Service Agreement with Road to Homeownership, Inc. (381-08) (P. King/Koch)

- K. Authorization to Execute a Purchase of Service Agreement with the Urban League of Lexington-Fayette County. (382-08) (P. King/Koch)
- L. Authorization to Execute a Purchase of Service Agreement with the Lexington-Fayette Urban County Human Rights Commission. (383-08) (P. King/Koch)
- M. Authorization to Execute a HOME Agreement with Faith Community Housing Foundation, Inc. for Development of Rental Housing Project. (385-08) (P. King/Koch)
- N. Authorization to Accept Award from the Kentucky Housing Corporation on Behalf of the Department of Social Services, Division of Adult Services for Funds under the Emergency Shelter Grant Matching Funds Program – FY2009. (390-08) (P. King/Helm)
- O. Authorization for the Advertisement for Bids to Provide Electric Service within Fayette County. (372-08) (Starkweather/Cole)
- P. Authorization of a Release of Easement of Street Light Easements on Property in Gess Property, Unit 4-C. (389-08) (Askew)
- Q. Authorization of an Amendment to Agreement with Omni Architects Regarding the Public Safety Operations Center (PSOC). (376-08) (Lucas/Bennett)
- R. Authorization of a Contract with Messer Construction Company Regarding the Public Safety Operations Center (PSOC). (377-08) (Lucas/Bennett)
- S. Authorization of a Consultant Agreement with Ross & Baruzzini, Inc. Regarding the Public Safety Operations Center (PSOC). (378-08) (Lucas/Bennett)
- T. Authorization to Submit Application and Accept Award on Behalf of the US Attorney's Office – Eastern District of Kentucky for a 2008 Project Safe Neighborhoods (PSN) Grant – FY2009. (391-08) (P. King/ Bennett)
- U. Authorization of a New Salary Schedule for FY2009. (393-08) (Allen/Koch)
- V. Authorization to Amend Sections 21-5 and 22-5 of the Code of Ordinances Regarding the Reorganization within LFUCG. (394-08) (Allen/Koch)

***Denotes EPA Consent Decree, prior MP Recommendation or MP Recommendation**

A motion by CM Blevins to remove item 'H', seconded by CM James, passed without dissent.

A motion by CM Blevins to approve new business items A-V, except 'H' and the 5th bullet under item 'V' seconded by CM James, passed without dissent.

VI. Continuing Business / Presentations

A. Budget & Finance Committee Update

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

VII. Council Report

CM Gorton-Asked if the date for the bonding discussion had been set yet; suggested that dates be sent to the Council Administrator; publicly welcomed JT Ice, her former Legislative Aide, back home from Costa Rica where he is the Vice Consul @ the US Embassy.

CM James-Spoke about the Bluegrass Aspendale Phase III project groundbreaking/grand opening today; "it was a great display of affordable housing in action."

CM Stinnett-Reminded the CMs that they have until next Tuesday to get their list of roads to Leo or Leo will be deciding which streets will be paved; thanked Comm. Taylor for the Environmental Quality review that was received.

CM Ellinger-A motion by CM Ellinger to place the issue of fake speed humps into the Services Committee, seconded by CM Myers, passed without dissent.

CM Stevens-Spoke about newly constructed houses on 3rd Street, in the Historic District.

A motion by CM Stevens to place into the Inter Governmental Committee the issue of temporary permits issued in historic zones to be reviewed with the Planning Commission, Historic Preservation, and LFUCF Dept. of Law.

CM DeCamp-Spoke about the memo given to CMs referencing the TIF application for the Centre Point project.

A motion by CM DeCamp to place on the docket a Resolution prohibiting the approval of a tax increment financing application for

the block bounded by Main Street, Vine Street, Limestone Street, and Upper Street unless (a) no structures bounded by those streets have been demolished prior to Council action on the application; and (b) the applicant has demonstrated to Council that all necessary financing is secured to construct the project and the project will proceed upon all necessary approvals of the application and the issuance of all necessary permits, seconded by CM Blues, died due to a new substitute motion made by CM Myers.

Several CMs spoke on this issue of TIF. Also speaking was John Farris, former Sec. of Finance under the Fletcher Admin and Darby Turner, attorney for the Centre Point project.

CM Myers-A motion by CM Myers to substitute the current motion with a motion to place a resolution on the docket to encourage the developers to apply for Tax Increment Financing (TIF) in order to facilitate public improvements, seconded by CM Beard, passed by an 8-5 vote, with CM Dr. Stevens absent from the vote.

Several CMs spoke about this substitute motion. VM Gray clarified the statement made that he was the LFUCG contact that had been speaking with Darby Turner. He stated that he had had conversations regarding the design competition but was not the person that had been Mr. Turner's contact; Mr. Turner stated that his contacts in the Administration were Mayor Newberry and Joe Kelly.

CM McChord-Stated that he appreciated all the work done by Computer Services to get us all back online; thanked Police Chief Bastin for the innovative ways to conserve fuel; also congratulated the local persons who are commentating and participating in the 2008 Olympic Trials.

A motion by CM McChord to include the matrix handed out last week in the PSA for Commerce Lexington and have it as part of their report out to Council, seconded by CM James, passed without dissent.

CM Blues-Made a public appeal to all Lexington neighbors to contribute to the FCC inmates who make products and distribute them to the needy, especially during holiday time. You can call his office at 258-3217 or Sally Grunfeld, Chair of Community Relations Board, at 263-8707; also announced 2 neighborhood meetings: on 7/7 at 6 pm, Georgetown Street Area at the O'Rear Center and at 7 pm, Green Acres-Hollow Creek-Breckinridge will meet at the shelter.

VIII. Mayor's Report-None

Mayor Newberry stated that in Dec. 2006, there was a bid approved for property for a new fire station. FCPS is interested in putting a teaching farm on a portion of this property. Administration will come back to Council to modify the resolution to include FCPS; stated that Lexington was fortunate to have a delegation from Japan visiting at Thursday night's Council Meeting; wanted to give an update of the computer system. Rama Dhuwaraha, CIO, gave the update. Some CMs asked questions and gave thanks for the work done.

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

A motion by CM Ellinger to adjourn work session, seconded by CM Myers, passed without dissent.

Budget Information For New Business Items
July 8, 2008 Work Session

Item	Number	Amount	Fund	Name / Description
A	364-08	NA		
B	395-08	NA		
C	402-08	NA		
D	400-08	NA		
E	404-08	811,725	1101	General Service District – General Fund
F	399-08	4,420	4024	PFC – Parks Project Fund
G	403-08	NA		
H	401-08	20,000		Federal Grant Funds Requested



Lexington-Fayette Urban County
Division of Police

MEMORANDUM

Lexington, Kentucky

DATE OF ISSUE

June 17, 2008

EFFECTIVE DATE

NUMBER - 12

COP:
08/0304

To:

Jim Newberry, Mayor
Urban County Council

SUBJECT:

Request for Council Action (Blue Sheet)
Approval of Agreement w/
Marriott Griffin Gate Resort & Spa

From:

Ronnie Bastin
Chief of Police

Please find attached agreement (3 copies) and blue sheet requesting approval of the agreement between the Lexington-Fayette Urban County Government and the Marriott Griffin Gate Resort & Spa. The Police Awards Banquet will be held at this location on September 22, 2008. We are requesting council approval to authorize Mayor Newberry to sign the attached agreements (3 duplicate sets of agreement are attached, original signature required on each set). Upon signing, please forward original paperwork (2 complete signed sets) to the Division of Police. Cost of the agreement will be funded by ticket sales through the Citizens Police Academy Alumni Association (CPAAA).

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

Ronnie Bastin
Chief of Police

RB/rmh

Attachment

cc: Tim Bennett, Commissioner



395-08¹³

Mayor Jim Newberry

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

Division of Fire and Emergency Services

Robert G. Hendricks, Fire Chief

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

From: 
Battalion Chief William Gabbard

Date: June 23, 2008

Re: Donation of Tempur-Pedic Mattresses

We have been contacted by the Tempur-Pedic company about donating mattresses to the Fire Department. They have 150 twin long mattresses that could be put in use by the fire department at this time, with the possibility of 60 more mattresses at a later date.

We are requesting approval of this donation from Tempur-Pedic to the LFUCG Division of Fire & Emergency Services. The value of each mattress is \$1,199.00 (per Kelly Carter at Tempur-Pedic). The only cost to the city will be for picking them up from their storage warehouse in Georgetown, KY.

If you have any questions, feel free to contact me at 231-5620.



HORSE CAPITAL OF THE WORLD

219 East Third Street

Lexington, KY 40508

859-231-5600 (VOICE)

859-231-5652 (FAX)

www.lfucg.com



Division of Environmental and Emergency Management
DEPARTMENT OF PUBLIC SAFETY



14

MEMORANDUM

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

FROM: Patricia L. Dugger, RS MPA, Director

RE: Amendment to Resolution # 330-2008 for Alertus Technologies LLC

DATE: June 30, 2008

I am requesting the Lexington Fayette Urban County Council to authorize the Mayor to amend resolution # 330-2008 for Alertus Technologies, LLC. The requested changes are:

- 1) To amend the dollar amount listed in the resolution from \$85,825.00 to \$50,998.00, which is within the bond amount.
- 2) LFUCG initial purchase is for \$50,998.00 but reserves the right to purchase additional quantities at the unit prices bid.

Please contact me should you have any questions about this issue.

Attachments

xc: Commissioner Tim Bennett, Public Safety
Commissioner of Public Safety File
Brian Marcum, Director of Purchasing
Purchasing File



402-08

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

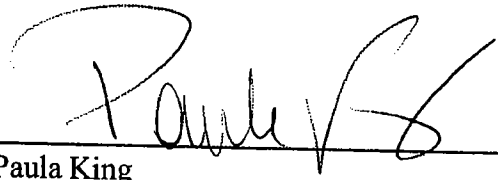
DATE: JULY 1, 2008

SUBJECT: AUTHORIZATION TO EXECUTE AGREEMENT WITH THE
KENTUCKY OFFICE OF HOMELAND SECURITY FOR EXTENSION
OF THE METROPOLITAN MEDICAL RESPONSE SYSTEM PROJECT

On March 6, 2008 (Ordinance # 51-2008), the Urban County Council approved acceptance of award from the Kentucky Office of Homeland Security of federal funds in the amount of \$245,238 for continuation of the Metropolitan Medical Response System (MMRS). This program provides funding and support to jurisdictions to develop plans, conduct training and exercises, and to acquire pharmaceuticals and equipment to achieve the capability necessary to respond to a mass casualty event. One of the MMRS program's priorities is to assist with the integration of first responder, medical treatment, public health and emergency management components of a community. These are federal funds that originate from the Federal Emergency Management Agency in the U.S. Department of Homeland Security. This project's expiration date was June 30, 2008.

The Kentucky Department of Homeland Security has now offered a modification to the agreement providing for an expiration date of June 30, 2009. No other changes are proposed.

Council authorization to execute agreement with the Kentucky Office of Homeland Security for extension of the Metropolitan Medical Response System (MMRS) project 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





404-08¹⁶


Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Community Corrections

Ronald L. Bishop
Director

Memo

To: Joseph Kelly
Senior Advisor for Management

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

Subject: CONTRACTUAL AGREEMENT

Date: June 19, 2008

Three copies of a Contractual Agreement between the LFUCG Division of Community Corrections and the Bluegrass Regional Mental Health-Mental Retardation Board, Inc., dba Comprehensive Care Center, are enclosed for your approval and signature. This contractual agreement will exclusively provide a full range of mental health services for evaluation, treatment and/or referral of offenders as outlined in the contractual agreement.

The total contract of \$811,724.95 includes a 5.3% CPI for the South increase and an increase in the cap for psychotropics to \$250,000.00

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

Enclosure

cc: Commissioner Public Safety

HORSE CAPITAL OF THE WORLD

600 Old Frankfort Circle

Lexington, KY 40510

(859) 425-2700

FAX (859) 425-2750

jail.lfucg.com.

404-08

CONTRACTUAL AGREEMENT
between
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF COMMUNITY CORRECTIONS
and
BLUEGRASS REGIONAL MENTAL HEALTH-MENTAL RETARDATION BOARD, Inc.
dba
COMPREHENSIVE CARE CENTER

This agreement is made and entered into on this the 1st day of July, 2008 by and between Lexington-Fayette Urban County Division of Community Corrections (herein referred to as "Division") and Bluegrass Regional Mental Health-Mental Retardation Board dba Comprehensive Care Center (herein referred to as "Contractor").

NOW THEREFORE, in consideration of the mutual agreements set forth within, the parties hereto, intending to be legally bound, agree to the following:

PART A - GENERAL TERMS AND PROVISIONS:

1. Definition of Terms:
 - a. Division – Lexington-Fayette Urban County Government, Division of Community Corrections
 - b. Contractor – Bluegrass Regional Mental Health-Mental Retardation Board, Inc. dba Comprehensive Care Center
2. The Division requires a program that meets constitutional requirements and complies with the standards of mental health care as practiced in Fayette County, Kentucky as well as the provisions of the Kentucky Revised Statutes and the Kentucky Administrative Regulations promulgated there under. The specifications set forth are for informational purposes and to provide a general description of the requirement.

PART B – SCOPE OF DUTIES:

1. The contractor agrees to perform the services herein described particularly for the Division of Community Corrections as follows:
 - a. The Division currently operates an Adult Detention facility at the following locations:
 Adult Detention Center
 600 Old Frankfort Circle, Lexington, Kentucky 40510
2. The scope of these specifications involves providing a full range of mental health services.
3. The Contractor shall develop a mental health program for evaluation, treatment and/or referral of offenders to include (but not be limited to):
 - a. Intake/Triage and Booking Screening processes to meet the intent of KRS 210.365, "Telephonic Behavioral Triage System".
 - i. The Contractor will provide for twenty-four (24) hours per day, seven (7) days per week assessment of offenders based upon responses to Intake Triage and Booking Screening Questions.
 - ii. Coverage will be accomplished using mental health staff familiar with Division operations, policies and practices.

- b. Offenders segregated for psychiatric reasons offenders shall be examined by a psychiatrist, physician or designee **within twenty-four (24) hours** after segregation.
- c. Mental health evaluations must support segregation of offenders based on risk of physical danger to self or others.
- d. All offenders segregated from the general population for suicidal observation will be seen daily by qualified mental health personnel.
- e. Offenders segregated for mental health observation will be seen weekly by qualified mental health personnel.
- f. A psychiatrist or mental health staff designee shall be responsible to determine when an offender should be sent or returned to general population, with documentation regarding these decisions placed in the mental health chart and recommendations for housing and supervision provided to the classification unit.
- g. The Contractor will provide board certified psychiatric services to run medication clinic for Division detainees with confirmed psychiatric diagnoses.
 - i. The Psychiatrist shall be available one (1) hour per week, as needed, for consultation with Division staff.
 - ii. All offenders referred for mental health evaluation shall be evaluated by a mental health professional.
 - 1. The evaluation will include a mental status exam and an assessment of suicidal risk, potential for violence, and special housing needs.
- h. Psychotropic medication shall be used where appropriate.
 - i. To maximize the effectiveness of pharmacotherapy and to reduce the toxicity and side effects of medication, an intensive program of drug monitoring shall exist.
 - ii. All offenders placed on drug therapy shall be seen by the psychiatrist at the next scheduled visit.
 - iii. The contractor is responsible for tracking and ensuring that all medications ordered are being dispensed as ordered and within the timeframe ordered.
- i. The Contractor will be responsible for the purchase and provision of all psychotropic medications up to an annual aggregate cap of \$250,000.
 - i. If psychotropic costs exceed \$250,000 annually but are less than \$260,000 annually, then the Contractor shall pay 15% of the costs of the psychotropics over \$250,000 annually but less than \$260,000 annually.
 - ii. If psychotropic costs exceed \$260,000 annually then the Contractor shall pay 30% of the costs of the psychotropics over \$260,000.
 - iii. If costs are less than \$250,000 annually then the Contractor shall remit 90% of the unspent funds that are less than \$250,000; and the Contractor shall retain 10% of such unspent dollars for administrative and managerial costs.
- j. The Contractor shall work with the Medical Services Contractor to develop appropriate mechanisms for storage, delivery and inventory of psychotropic medications that meet the needs of the Division and the Contractors.

- k. All offenders referred for evaluation by a mental health professional, and subsequently prescribed psychotropic medications, **and/or** who also poses a behavior management problem, shall have a formal Behavior Management Plan developed by the mental health care staff with input from the Division staff.
 - i. The Behavior Management Plan shall be available for review to appropriate Division staff.
 - l. The contractor will actively collaborate with the Division's medical provider to identify, evaluate and treat inmates who have potential for substance abuse withdrawal while in custody of the Lexington-Fayette County Detention Center according to established Division Policy, Procedure or Operational Orders.
4. Contractor will provide the following staff:
- a. 3.0 FTE Master's Level Social Worker/Psychologist or related field
 - b. 5.0 FTE Master's or professional equivalent, i.e., B.S. plus experience
 - c. 0.4 FTE B. S.W. or related field (weekend, daytime)
 - d. 2.0 FTE Case Managers (13S or related field)
 - e. 0.5 FTE B SW or Related Field (weekdays) 5 persons back-up, on call professionals - holiday/annual and sick leave
 - f. Relief staff (not to exceed 400 total professional hours; per year)
 - g. 20 hours per week Psychiatrist, plus additional back-up consultation.
 - i. Mental Health Professionals will exclusively provide emergency consultation to the Division staff, and carry out crisis intervention with the Division detainees.
5. The Contractor will provide the following:
- a. Job descriptions
 - b. Post descriptions
 - c. An orientation program for all new staff
6. Contractor will provide mental health coverage 24-hours per day, 7-days per week, 365-days per year using on-site staff. While the intent is to provide round-the-clock coverage, minimal augmentation of on-site coverage will consist of mental health care staff on-call for telephonic and/or teleconferencing.
- a. Additional hours will vary as funding allows.
 - b. The professional providing this coverage shall be mutually acceptable to both parties.
 - c. The contractor shall identify and approve candidates, however, before final approval, candidates will be screened by the Division Contract Monitor.
7. When mental health care staff is on annual, sick or holiday leave, up to four-hundred (400) hours of back-up coverage will be provided.
- a. Mental Health Contract Administrator will inform facility administrators of scheduled staff member absences.
 - b. Adult Detention Facility staff will be provided a schedule outlining staff coverage for periods of annual and holiday leave.

- i. Services shall be provided by qualified Mental Health Professionals.
8. The Contract shall provide mental health consultation to the Division through an on-call person when mental health care staff is not physically present in the facilities.
 - a. On-call consultation shall be available for emergencies or in response to situations requiring critical mental health treatment decision.
 - b. Such situations include (but are not limited to):
 - i. Suicide attempts
 - ii. Deaths due to suicide
 - iii. Hostage situations
 - iv. Riot situation
 - v. Division requests needing consultation in response to a situation requiring critical treatment decisions.
 1. This circumstance is to be used for serious emergencies only.
9. **Grievances** – Grievances filed by offenders shall be referred to the Contractor's on-site Mental Health Administrator who shall review the grievance, gather appropriate information concerning the complaint and take appropriate action consistent with Division procedures.
 - a. All grievances will be responded to by the Contractor's on-site Mental Health Administrator within the Grievance procedures as outlined in the Division's Policy and Procedure.
10. The Contractor will collect and supply adequate statistics to document services provided.
 - a. A comprehensive annual statistical report shall be forwarded to the Director.
 - b. Monthly statistics shall be required to include:
 - i. Number of offenders referred for mental health evaluation
 - ii. Number of offenders seen by psychiatrist
 - iii. Number of offenders seen by psychologist/social worker/counselor
 - iv. Number of offenders referred for substance abuse withdrawal
 - v. Number of offenders housed in transitional housing
 - vi. Breakdown of Case Manager activities
 - vii. Number of mental health housing unit admissions, patient days per month, average length of stay
 - viii. Number of court-ordered mental status evaluations conducted
 - ix. Off-site mental health hospital admissions
 - x. Number of Intake Triage mental health screenings conducted
 - xi. Number of emergencies requiring mental health response
 - xii. Percentage of offender population dispensed mental health medication
 - xiii. Cost of psychotropic medications dispensed for the previous month
 - xiv. Cost to date of psychotropic medications dispensed and percentage of aggregate cap

- xv. Number of hours worked by entire mental health staff, specifying each post or shift
- xvi. Number of grievances filed, resolved or unresolved including reasons
- c. Daily Statistics – A narrative report for the previous twenty-four (24) hours, capturing the following data shall be submitted to the Assistant Director – Operations, Contract Monitor and Classification Major on a daily basis prior to 10:00 a.m., to include:
 - i. Suicide data (i.e., attempts and precautions taken)
 - ii. Staffing vacancies/absences
 - iii. A list of lost medical files
- 11. On a scheduled basis, the Contractor's administrative staff shall have documented monthly meetings with Division administrative staff to evaluate statistics, cost of services, program needs, problems, and coordination between custody and medical/mental health personnel.
- 12. Additionally, the Contractor shall meet with the Division staff at such time and place as designated by the Division to solve problems and to initiate any change in operations for improvement of the total mental health care services provided the offender population.
 - a. The Contractor will actively participate in all Critical Care meetings as called by the Division for the care of offenders presenting special management requirements.
 - i. Recommendations concerning appropriate mental health care management of the offender will be proffered by the Contractor as part of their participation in Critical Care meetings.
- 13. Documentation of mental health care staff roles in the jail disaster plan.
 - a. The Contractor shall, in times of emergency or threat thereof, whether accidental, natural or caused by man, provide assistance to the Division to the extent or degree required by Policy and Procedure or Operational Order.
- 14. The Mental Health Professionals will be employees of the Contractor and will be under the supervision of the program director.
 - a. In addition, the Contractor's staff will discharge their duties within the parameters of the Division's policies and procedures.
- 15. Contractor shall have complete access to any records, created through performance of contract services which are maintained at the Adult Detention Facility.
 - a. Such records include, but are not limited to, clinical records, correspondence, notes, etc.
 - b. The responsibility for maintenance of the medical chart is the purview of the Medical Services Contractor.
 - c. The Contractor shall work cooperatively with the Medical Services Contractor to develop appropriate mechanisms for access to the medical charts that do not pose an undue burden on either entity.
 - d. If an offender's medical chart is missing and cannot be located within eight (8) hours of the discovered loss, the Contractor's Administrator and the Division's Contract Monitor shall be electronically notified and a duplicate chart shall be immediately generated.
 - i. The Contractor's Administrator, the Medical Services Contractor Administrator and the Division's Contract Monitor shall investigate the circumstances surrounding the missing medical chart to determine what corrective action needs to be taken.

16. No information contained in the medical Charts/Records shall be released by the Contractor except as provided by the Division's policy, a court order or otherwise in accordance with applicable law.
17. Quality/Assurance Requirements
 - a. An on-going quality assurance program conducted by the Division shall consist of regularly scheduled audits of offender mental health care services with documentation of deficiencies and recommendations for the correction of deficiencies. A copy of any audits shall be delivered to the Contractor.
 - b. The quality assurance plan shall include a provision for program and Contract monitoring (peer review) by an "outside" correctional mental health care consultant on an annual basis, the results of which shall be made available to the Contractor. The cost shall be paid by the Division.
18. Contractor hereby agrees to comply and states it is in compliance with Title VI of the Civil Rights Act of 1964, and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education and Welfare (45 CFR, Part 80) of that Title.
19. The services rendered under this Contract shall be critical to the mandated responsibilities of the Director; therefore, the Contractor shall reimburse the Director for all expenses incurred by the Division of Community Corrections in providing services which are the responsibility of the Contractor.
 - a. Such expenses shall be reduced from the monthly payment due the Contractor.
 - a. In the event the agreement is terminated prior to its expiration, all finished or unfinished documents, studies, correspondence, reports and other products prepared by or for the contractor under this agreement shall become the exclusive property of the Director.
 - b. Notwithstanding the above, the Contractor shall not be relieved of liability to the Director for damage sustained by the Division by virtue of any breach of the agreement by the Contractor.

PART C – COMPENSATION:

1. In consideration of the performance by the Contractor of the services herein before set forth, the Division agrees to pay the sum of **\$67,643.74** per month, payable thirty (30) days after the receipt of appropriate billing.
2. The Contractor's fee relative to the services rendered shall not exceed a total of **\$811,724.95** the amount the Division has allotted to Comprehensive Care Center for services and medications to the Adult Detention Facility ($\$561,724.95 + \$250,000.00 = \$811,724.95$).
3. Adjustments to the cost of the Contract and per diem rates in contract year two shall be based on changes in the **Medical Care Component of the Consumer Price Index** for all urban consumers in the **South Region (All Urban Consumers, Atlanta)** of the United States for the previous 12-month calendar period.
4. Any increase in the aggregate cap for psychotropic medications will be determined by negotiation between the Division and the Contractor utilizing data to include but not limited to:
 - a. An amount equal to the percent of increase in the cost of Quetiapine, Risperidone, Aripiprazole, and Olanzapine during FY 2009
 - b. Percent increase in the average jail census during FY 2009
 - c. Percent increase in the number of inmate request for services during FY 2009
 - d. Percent increase in the number of clinical contacts during FY 2009

5. Any adjustments will be made at the beginning of the next fiscal year.
6. This contract can be amended by mutual consent of both parties.
7. The Division shall pay the Contractor for provision of designated services during the term of the contract which shall be payable in equal monthly payments.
 - a. The Contractor shall bill on the first day of the month that services are to be rendered and the Division shall pay on or before the last day of the month during which services were rendered.
8. The Contractor retains the right to renegotiate compensation if the average inmate population exceeds 1300 ADP for **thirty (30) consecutive days**.
 - a. **Average Daily Population (ADP)** shall be calculated based upon the number of offenders in custody at the Adult Detention facility combined as determined from data queried from the Division's Management Information System based upon the following formula:
 - i. Total number of offenders in custody between 12:00AM and 11:59PM (O) minus one-half of the releases (R) for that same period. ($O - \frac{1}{2} R = ADP$).

PART D – TERMS OF CONTRACT

1. The parties to this contract intend that the relation between them created by this contract is that of employer-independent contractor.
2. The period in which the subject services are to be performed is the **1st day of July 2008**, through the **30th day of June, 2010**.
 - a. Changes in the contractual provisions or services to be furnished under the contract may be made only in writing, and must be approved by the LFUCG and the agent of the contractor.
 - b. Should a decision be made to increase the scope of the contract, the LFUCG and the contractor shall mutually agree, in writing, to an adjusted contract price.
3. Contractor hereby indemnifies and holds the LFUCG harmless up to the limits of Contractor applicable insurance policy, from and against any claims against LFUCG proximately caused by negligence in treatment rendered by Contractor personnel; provided, however, that Contractor will not be responsible for any claim arising out of the LFUCG or its employees, agents, or contractors;
 - (i) preventing an inmate from receiving services ordered by Contractor or its agents or contractors;
 - (ii) failing to exercise good judgment in promptly presenting an inmate to Contractor for service; or
 - (iii) own acts or omissions, including negligence or willful misconduct. LFUCG agrees to notify Contractor Legal Department in writing within thirty (30) days after LFUCG has received written notice of a claim, Contractor indemnification and defense obligations hereunder will not apply for expenses incurred or settlements offered or effected, prior to notice to Contractor. Contractor shall have the right to control the defense and/or settlement of the claim.
4. The Contractor shall not commence any work in connection with this contract until all the following types of insurance and such insurance have been obtained and approved by the Division of Community Corrections, nor shall the Contractor allow any Sub-Contractor to commence work on his sub-contract until all similar insurance required of the Sub-Contractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the Commonwealth of Kentucky.
 - a. Worker's Compensation Insurance

- i. The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the Sub-Contractor similarly to provide Worker's Compensation Insurance for all the Latter's employees unless such employees are covered by the protection afforded by the Contractor.
 - ii. Such insurance shall comply fully with the Kentucky's Worker's Compensation Law.
 1. In case any hazardous work under this contract at the site of the project is not protected under the Worker's Compensation statute, the Contractor shall provide, and cause each Sub-Contractor to provide adequate insurance, satisfactory to the Division of Community Corrections, for the protection of employees not otherwise protected.
 - iii. Worker's Compensation shall be provided as required by the Kentucky Revised Statutes, and Employer's Liability \$300,000 one accident and aggregate disease.
 1. The contractor shall waive all rights of subrogation against the Division for losses arising from work performed by the Contractor for the Division.
 2. Coverage shall not be suspended or reduced in limits during the contract period.
- b. Contractor's Public Liability and Property Damage Insurance
- i. The Contractor shall take out and maintain during the life of this contract, Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance and shall protect from claims for damage for personal injury, including accidental death, as well as claims for property damage which may arise from operations under this contract whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor during the life of this contract *on any contractor owned vehicle*, Comprehensive General Liability, etc.
 - ii. The amounts of such insurance shall be the minimum limits as follows:
 1. Comprehensive General – \$300,000 bodily injury and property Liability damage combined single limit.
 2. Automobile – \$300,000 bodily injury and property damage combined single limit.
- c. Other Insurance
- i. Professional Liability – covering mental health services related incidents during the contract period and providing the following coverage and endorsement:
 1. Not less than \$1,000,000 per occurrence, \$3,000,000 aggregate for independent contractor physicians contracted by Contractor.
 2. Limits of not less than 1,000,000 per occurrence, \$5,000,000 aggregate for Contractor's employees including medical or professional staff, and employees acting under the control or supervision of the Contractor for any act or omission in the furnishing of mental health care services.
 3. The provider must show proof of agreement to maintain jail insurance coverage for a period of 7 years after the last day of service.
 - ii. Extended Business Liability Endorsement

iv. Personal Injury Liability

5. The Contractor shall comply with all provisions of Federal, State and local regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, age, handicap or national origin.
6. The Contractor shall agree to warrant that no person or selling agency has been employed or retained to solicit this contract upon an agreement of understanding for commission, percentage, brokerage or contingency, except bona fide employees or selling agents maintained by the Contractor for the purpose of securing business.
7. The Division of Community Corrections must approve, in advance, all subcontracts entered into by the Contractor for the purpose of completing the provisions of this contract.
 - a. The Contractor shall not sell, assign, transfer, nor convey any of its rights except with the written consent of the LFUCG or its designee.
8. The Division of Community Corrections may request replacement of any Contractor personnel believed unable to carry out the responsibilities of the contract and shall approve all appointments to the positions of program administrator, psychiatrists and other Contractor personnel.
 - a. All Contractor personnel shall be subject to a security/background check by the Division.
9. The Contractor shall, at all times observe and comply with all Federal, State, local and municipal laws, ordinances, rules and regulations in any way affecting the contract. The Contractor shall maintain regular communications with the Director, or designees, and shall actively cooperate in all matters pertaining to this contract.
10. Communications from the Division to the Contractor shall be responded to in a timely manner.
11. The Division of Community Corrections may terminate the contract at any time the Contractor fails to carry out its provisions.
 - a. The LFUCG shall give the Contractor notice of such termination with stated reasons for the termination. If, after such notice, the Contractor fails to cure the conditions within the specified time period contained in the notice, it shall be the discretion of the LFUCG to order the Contractor to stop work immediately and leave the premises or to reinstate the contract based upon corrective action.
 - b. Either party may terminate the agreement, without cause, upon giving the other party not less than sixty (60) calendar day's written notice of termination.
12. The services rendered under this Contract shall be critical to the mandated responsibilities of the LFUCG; therefore, the Contractor shall reimburse the LFUCG for all expenses incurred by the Division of Community Corrections in providing services which are the responsibility of the Contractor.
 - a. Such expenses shall be reduced from the monthly payment due the Contractor.
 - b. In the event the agreement is terminated prior to its expiration, all finished or unfinished documents, studies, correspondence, reports and other products prepared by or for the contractor under this agreement shall become the exclusive property of the LFUCG.
 - c. Notwithstanding the above, the Contractor shall not be relieved of liability to the LFUCG for damage sustained by the Division by virtue of any breach of the agreement by the Contractor.



399-08

26

RECEIVED

JUN 30 2008

GENERAL SERVICES
COMMISSIONER'S OFFICE

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

MEMORANDUM

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

FROM: 
Jerry Hancock

RE: Change Order Request

DATE: June 30, 2008

This is a request for Council approval to increase the amount of contract no. 775-2006 with Jarboe Construction Company, Inc. for improvements to Gainesway Community Center. This increase request is \$4,420.00 for additional professional services that were required when the storm water detention plan and sanitary sewer had to be redesigned. It includes additional surveying, sanitary sewer modifications and detention basin certification. This change order will increase the original contract amount from \$23,250.00 to \$35,170.00.

Please contact me if there are any questions.

CC: Kimra Cole, Commissioner of General Services

JEH/bac

399-08

CONTRACT HISTORY FORMContractor: Jarboe Construction, Inc.Project Name: Gainesway Community CenterContract Number and Date: 775-2006 approved 12/7/06Responsible LFUCG Division: Parks & Recreation**CHANGE ORDER DETAILS****Summary of Previous Change Orders To Date****Dollar Amount****Percent Change to Original Contract**

A. Original Contract Amount:	\$ <u>23,250.00</u>	
B. Cumulative Amount of Previous Change Orders:	\$ <u>7,500.00</u>	<u>32%</u> % (Line B / Line A)
C. Total Contract Amount Prior to this Change Order:	\$ <u>30,750.00</u>	
<u>Current Change Order</u>		
D. Amount of This Change Order:	\$ <u>4,420.00</u>	<u>19%</u> % (Line D / Line A)
E. New Contract Amount Including this Change Order:	\$ <u>35,170.00</u>	<u>151%</u> % (Line E / Line A)

SIGNATURE LINESProject Manager: Michelle Kosieniak Date: 6/20/08Reviewed by: Michelle Kosieniak Date: 6/20/08Division Director: [Signature] Date: 6/26/08

344-08

Location: Gainesway Park

Contract No. 775-2006

Change Order No. 2

To (Contractor) Jarboe Construction, Inc.

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

The sum of **\$4,420.00** is hereby added to the total contract price, and the total adjusted contract price to date thereby is **\$35,170.00**
The time provided for completion in the contract and all provisions of the contract will apply hereto.

Recommended by Michelle Kosiorek (Superintendent) Date 6/20/08
Accepted by [Signature] (Contractor) Date 6/24/08
Approved by [Signature] (Director) Date 6/24/08
Approved by [Signature] (Commissioner) Date 6/30/08
Approved by _____ (Mayor or CAO) Date _____



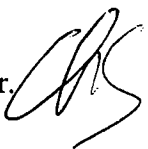
Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Office of the Senior Advisor for Management

MEMORANDUM

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

From: Charlie Boland, Administrative Officer Sr. 

Date: June 30, 2008

Re: Closure of LFUCG Right-of-Way on Mt. Foraker Drive

This is to request closure of a 5-foot wide section of right-of-way that runs between two properties located at 3336 and 3340 Mt. Foraker Drive. This small strip of right-of-way was originally dedicated when the subdivision developed to provide an access point for bikes and pedestrians to Berryhill Park. However, another access point was subsequently provided and is now the established park entry point for this neighborhood. The subject right-of-way was never developed as an access point and is no longer needed by LFUCG. The owners of the two abutting properties have requested this action and signed the required Consent Certificates indicating they will accept responsibility for their portion of the right-of-way once it is closed. An exhibit indicating the small strip of right-of-way to be closed is attached.

The appropriate divisions of government and the utility companies have reviewed and consented to the closure also, subject to preserving easements for any existing facilities. Therefore, I request Council authorization of the right-of-way closure as presented and execution of all related documents. Please address any questions to me in advance, or at the Council Work Session when this items appears for action. Thank you.

c. George Myers, 8th District Council

HORSE CAPITAL OF THE WORLD

200 East Main Street

Lexington, KY 40507 859-258-3155

www.lfucg.com

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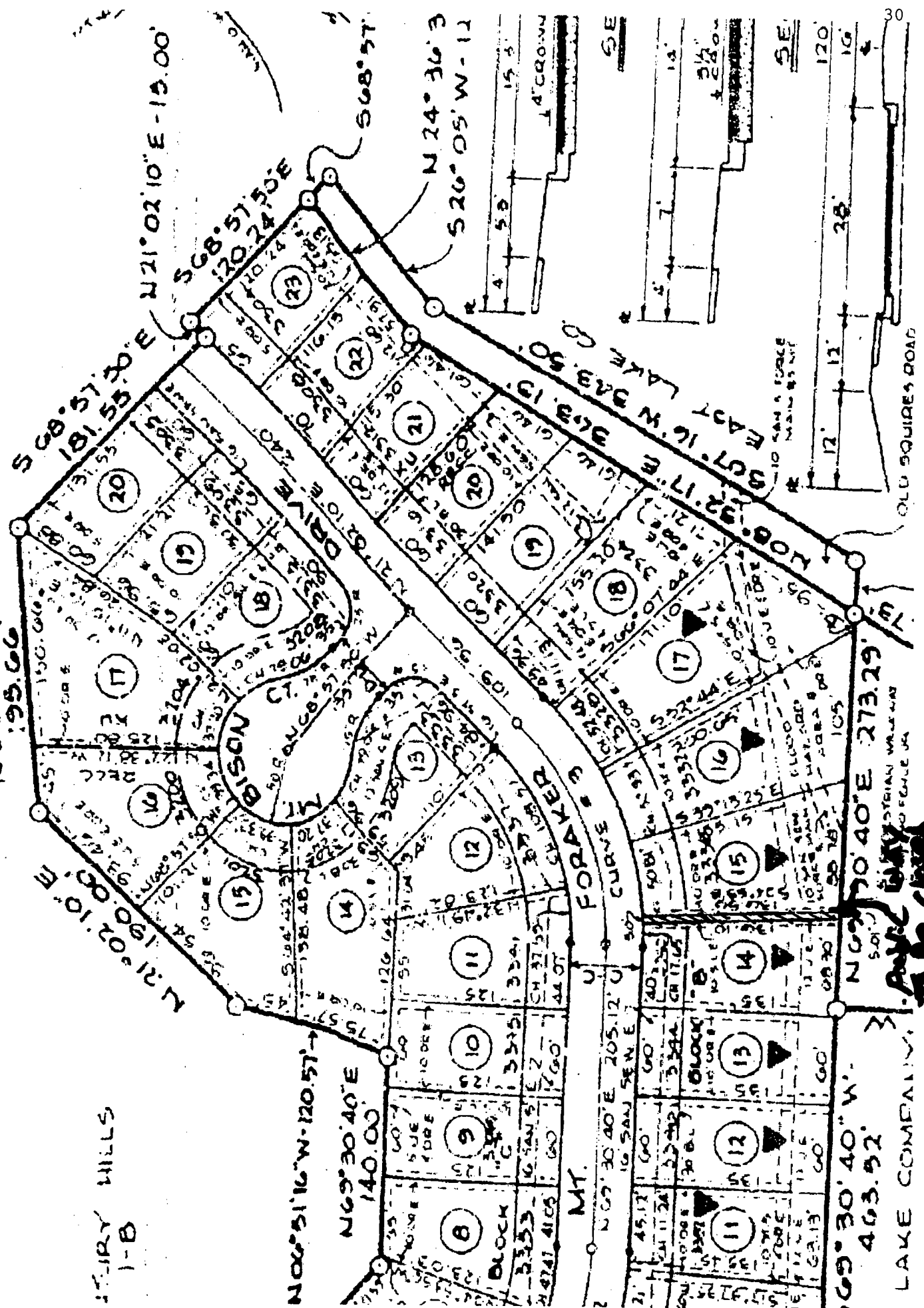
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STANDARD
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Be closed
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401-08

31

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: JULY 1, 2008

SUBJECT: AUTHORIZATION TO SUBMIT APPLICATION TO THE
ENVIRONMENTAL PROTECTION AGENCY REQUESTING FEDERAL
FUNDS UNDER THE ENVIRONMENTAL JUSTICE SMALL GRANT
PROGRAM

The Department of Environmental Quality has prepared an application requesting federal funds in the amount of \$20,000 for submission to the Environmental Protection Agency under the Environmental Justice Small Grant Program. The project, if approved, will provide for health education and outreach to the underserved Medicaid pediatric population in Fayette, Bourbon, Clark, Jessamine, and Madison counties, regarding exposure to lead-based paint poisoning. The project will include an agreement with the Lexington-Fayette County Health Department for the provision of these services. The project is a result of a collaboration with the University of Kentucky College of Public Health, and included in the project is an evaluation component by the university. No matching funds are required.

Council authorization to submit grant application is hereby requested.

Paula King
Director

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

HORSE CAPITAL OF THE WORLD

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



SERVICES COMMITTEE SUMMARY

JULY 1, 2008

CM Ellinger chaired the committee meeting. The meeting was called to order at 1:00 p.m. All committee members were in attendance except CM DeCamp, CM Crosbie, CM Blevins and CM Lane. CM Gorton was recognized for a quorum.

1. Update on Items in Committee

Private Fire Hydrants - Douglas Ingram, Fire Prevention Office, gave an overview of the classifications of fire hydrants. (See attached).

CM Gorton asked about maintenance on the private hydrants.

Mr. Ingram stated that is part of the computer tracking. Information is supposed to be submitted to them annually. They will receive a printout if someone is overdue and will follow up on it.

CM Beard asked if the various scales of hydrants affect property owner's insurance premiums.

Mr. Ingram stated he doesn't believe they have identified an area that has such a significant low flow that it would. He stated the fire department is moving toward being able to haul more water.

CM Beard asked about hydrants that are on farms behind the gates.

Mr. Ingram stated it varies from farm to farm. He stated some farms come off of Kentucky American lines and some come off their own lines.

CM Beard asked about University of Kentucky.

Mr. Ingram stated University of Kentucky's water system is fed from Kentucky American. They maintain their own hydrants. The hydrants on campus are at least 1000 gallons.

Speed Limit Reductions: Streets Adjacent to Christ the King Church – Brad Frazier, Traffic Engineering, stated data has been collected for that area and is being put into a report format.

Multi-Way Stop Armstrong Mill/Crosby – Brad Frazier, Traffic Engineering, stated there is a problem more at the River Park area. He stated per the request they installed flashers at this area. Mr. Frazier stated they are going to look at the signage as well. He stated they are looking to do signal improvements on Appian Way. Steve Cummins, Traffic Signal

Manager, stated they are going to be making significant changes to make the intersection safer. These changes will be before the start of school.

Traffic Light @ US27/Waveland Museum Lane - Steve Cummins, Traffic Signal Manager, stated the state isn't prepared to move forward with this at this time. Mr. Cummins stated they are working on a project that will begin this fall and should help out this area.

A motion by CM McChord to send a letter to Dept of Transportation asking for full consideration at the intersection of US 27 and Waveland Museum Lane to safety, seconded by CM Myers, passed without dissent.

A motion by CM McChord to remove the issue of Traffic Light @ US 27 and Waveland Museum Lane from committee, seconded by CM Myers, passed without dissent.

Cambridge Dr. Parking – CM Henson asked for Mr. Frazier to look into this and talk to Officer Gahafer.

A motion by CM Henson to remove the issue of Red Light Issues from committee, seconded by CM McChord, passed without dissent.

CM McChord thanked Traffic Engineering for the work they did at Lansdowne Dr and the Signature Club.

A motion by CM Gorton to move the presentation of fire hydrants to council for a full 10 minute presentation, seconded by CM Myers, passed without dissent.

A motion by CM Gorton to remove the issue of private fire hydrants from committee, seconded by CM McChord, passed without dissent.

A motion by CM Myers to remove the issue of Multi-Way Stop at Armstrong Mill/Crosby from committee, seconded by CM Beard, passed without dissent.

A motion by CM Henson to remove the issue of block party process from committee, seconded by CM Gorton, passed without dissent.

A motion by CM Henson to remove the issue of private property towing from committee, seconded by CM Beard, passed without dissent.

A motion by CM Henson to remove the issue of mini motorcycles from committee, seconded by CM McChord, passed without dissent.

The meeting adjourned at 2:00 pm.

1300hrs 07/01/08
Council Service Committee
Update on Privately Owned Fire Hydrants

Introduction:

Short Description of different types of hydrants we have in community

1. **Public Hydrants** - These are located on public streets, LFUCG pays KAW a monthly fee per hydrant. The fee covers everything to do with these hydrants (annual maintenance, flow testing, painting etc.). We basically do not have to do anything with them, but use them when needed. 6,789 Approx. \$2.3 million per year
2. **Private Hydrants** – These are located on private streets and property, with the property owner paying KAW a monthly fee per hydrant for all maintenance, testing and record keeping. Private hydrants are installed to the same standards as public hydrants and we have had no problems with these, other than HOA's not paying their fees and then KAW wanting to turn the hydrants off. 552
3. **Privately Owned Hydrants** – These are located on private property and are maintained by the property owners. These are the ones we are most concerned about. PO Hydrants in the past have been installed on smaller water lines, most always a single feed and their water is metered, which in turn creates a significant monthly meter charge. 1149

Short History – A number of years ago fire suppression crews were under a directive to 'not use' Privately Owned hydrants as they could not be depended upon. But, in many instances these hydrants are the closest hydrants and they were installed for fire suppression efforts. (Ex. Marriott Griffin gate) So we began to work toward educating property owners of what they are responsible for, when they have PO Hydrants.

Shaker Drive Fire – This was a significant apartment fire and the complex has one PO Hydrant. Their PO Hydrant was used, along with other KAW hydrants but the PO hydrant had inadequate water flow.

This fire and others brought to the forefront the need to do even more to remedy the problem of PO Hydrants.

Since the fire: We have been able to create a dedicated position of 'Water Control' officer and he has been able to:

1. Establish a tracking process for PO Hydrants
2. Meet with individual facility personnel and educate them on their responsibilities and requirements for PO Hydrants
3. Currently working with KAW to get away from allowing any more PO Hydrants.
4. Any new PO hydrant developments must be installed to current minimum standards. Which include:
 - a. 8" line size minimum
 - b. Multiple feeds into system
 - c. Water Flow requirements are based on construction type and building size
 Ex. Hamburg Pavilion
5. We are currently in a two year process of having all hydrants painted according to their water flow rates. And that explains all the new colors around town for the fire hydrants. And the colors mean: (See Handout)

Reason for Hydrant Colors: Using these colors will signify the available water flow, which enables the fire engine officer on whether to use a specific hydrant or not, based on the emergency at hand and the available water flow.

As we move forward, more developers are now learning that it is better for their development in the long run to have KAW hydrants and not be responsible for their own hydrant maintenance in the future.

Questions?