

**URBAN COUNTY COUNCIL
SCHEDULE OF MEETINGS
May 24-May 31, 2010**

Monday, May 24

Parks Funding Work Group Meeting.....**CANCELLED**
Parks Picadome offices

Tuesday, May 25

Water Resources Oversight Committee Meeting9:00 am
Conference Room-5th Floor Government Center

Partner Agency Oversight Committee Meeting.....11:00 am
Conference Room-5th Floor Government Center

Committee of the Whole Budget Meeting: Report Outs & Recommendations.....1:00 pm
(Public Works, General Government
& Finance, Social Services &
Outside Agencies)
Council Chambers-2nd Floor Government Center

Special Council Meeting re: proposed increase of Parks fees.....3:00 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, May 26

Commission for Citizens with Disabilities Meeting.....9:00 am
Conference Room 4C-Public Library

Thursday, May 27

Special Planning Committee Meeting.....3:00 pm
Council Chambers-2nd Floor Government Center

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

Friday, May 28

No Meetings

Monday, May 31

Memorial Day Holiday-LFUCG Holiday-Offices Closed-No Meetings

LEXINGTON-FAYETTE URBAN COUNTY COUNCIL

WORK SESSION AGENDA

May 25, 2010

- I. Public Comment – Issues on Agenda**
- II. Requested Rezoning / Docket Approval – Yes**
- III. Approval of Summary-None**
- IV. Budget Amendments – Yes, pp.9-12**
- V. New Business, pp.15-95**
- VI. Continuing Business / Presentations-None**
- VII. Council Report**
- VIII. Mayor's Report – Yes**
- IX. Public Comment – Issues Not on Agenda**

ADMINISTRATIVE SYNOPSIS

New Business Items

- A. Authorization to Amend Sections 21-5 and 22-5 of the Code of Ordinances within the Department of Social Services. (226-10) (L. Jarvis/Helm)
This request will authorize amendments to Section 21-5 of the Code of Ordinances to transfer two (2) positions of Custodial Worker (Grade 102N) and one (1) position of Program Coordinator (Grade 109N) (and incumbents), and to Section 22-5 of the Code of Ordinances to transfer one (1) position of Custodian Worker (Grade 102N) and four (4) positions of Custodial Worker P/T (Grade 102N) (and incumbents) from the Department of Social Services to the Department of General Services, Division of Facilities & Fleet Management.**p.15**
- B. Authorization of a Catering Sales Agreement with Lexington Downtown Hotel, a Hilton Affiliate, for the 2010 Senior Intern Program. (232-10) (Stambaugh/Helm)
This request will authorize a Catering Sales Agreement at a cost not to exceed \$4,200 for food and beverages with Lexington Downtown Hotel, a Hilton affiliate, for the 2010 Senior Intern program's alumni and graduation luncheon on June 25, 2010. This event is funded by contributions.**pp.16-18**
- C. Authorization of Change Order No. 3 to Contract with Schaefer Properties, LLC, on Behalf of the Department of General Services, Division of Parks & Recreation for the Coolavin Park Community Building Project. (227-10) (Hancock/ Cole)
This request will authorize Change Order No. 3 to increase contract amount by \$3,361 with Schaefer Properties, LLC on behalf of the Division of Parks & Recreation. Original contract amount was \$289,750. Total of previous change orders is \$81,419.44. New contract total is \$374,530.44. Funds are budgeted.**pp.19-21**
- D. Authorization of Change Order No. 1 to Contract with Spectrum Contracting Services, Inc. on Behalf of the Department of General Services, Division of Parks & Recreation, for the Castlewood Park Picnic Shelter Project. (FINAL) (228-10) (Hancock/Cole)
This request will authorize Change Order No. 1 to decrease contract amount by \$1,485.72 with Spectrum Contracting Services, Inc. on behalf of the Division of Parks & Recreation to adjust bid quantities required for completion of the Castlewood Park Picnic Shelter Project. Original contract amount was \$129,444. Final contract amount is \$127,958.28.**pp.22-24**
- E. Authorization of Change Order No. 1 to Contract with BCD, Inc. on Behalf of the Department of General Services, Division of Parks & Recreation, for the Raven Run Visitors Center Project. (237-10) (Hancock/Cole)
This request will authorize Change Order No. 1 to increase contract amount by \$36,199.12 with BCD, Inc. on behalf of the Division of Parks & Recreation for the Raven Run Visitors Center Project. Original contract amount was \$1,723,013. New contract amount is \$1,759,212.12. Funds are budgeted.**pp.25-27**

- F. Authorization of Change Order No. 1 to Contract with Claunch Construction, LLC, for the Shillito Park Paved Trail Project. (257-10) (Gooding/Cole)
This request will authorize Change Order No. 1 to increase contract amount by \$7,958 for the Shillito Park Paved Trail Project. Original contract amount was \$951,604. New contract amount is \$959,562. Funds are budgeted.**pp.28-30**
- G. Authorization of a Partial Release of a Sanitary Sewer and Storm Sewer Easement on Property Located at 137 Owsley Avenue. (229-10) (Askew)
This request will authorize a Partial Release of a Sanitary Sewer and Storm Sewer Easement on property located at 137 Owsley Avenue. This partial release has been reviewed and approved by the Divisions of Engineering, Water Quality and Traffic Engineering, and the Department of Law. There is no budgetary implication for LFUCG.**pp.31-32**
- H. Authorization to Hire Risk Management Services Company (RMSC) for Liability and Workers' Compensation Third-Party Claims Administration Services. (258-10) (Bowman/Askew)
This request will authorize the hiring of RMSC for liability claims in the amount of \$99,600 and worker's compensation claims in the amount of \$99,600 for an annual total of \$199,200 for third-party claims administration services for a term of three (3) years. Liability services include investigation and adjusting of asserted claims. Workers' compensation services include Medicare/Medicaid Settlement reporting; Index Bureau report; Kentucky Department of Workers' Claims reporting; discounted medical costs through a PPO network with a 30% cost of savings program; and prescription drug program.**pp.33-34**
- I. Authorization to Upgrade from LibertyNet to OnBase Offered by Hyland Software Inc. (230-10) (Nugent/Dhuwaraha)
This request will authorize LFUCG to upgrade the LibertyNet document management system to OnBase enterprise content management system offered by Hyland Software Inc. at no cost to LFUCG through FY2011.**pp.35-37**
- J. Authorization of an Assistance Agreement with the Kentucky Infrastructure Authority for the South Elkhorn Pumping Station and Force Main Project. (231-10) (Rumpke)
This request will authorize an Assistance Agreement for federal funds in the amount of \$17,208,000 with the Kentucky Infrastructure Authority for the South Elkhorn Pumping Station and Force Main Project. This will be a 2% interest loan through the Federally Assisted Wastewater Revolving Loan Program, Clean Water State Revolving Fund (Fund A) under the US Department of Environmental Protection Agency.**p.38**
- K. Authorization of an Ordinance on Behalf of the Department of Finance and Administration, Division of Revenue for Implementation of the 2010 Lexington-Fayette Urban County Government Occupational License Fee Amnesty Program. (260-10) (O'Mara/Rumpke)
This request will authorize an ordinance on behalf of the Division of Revenue to implement a one-time Occupational License Fee Amnesty Program for collection of delinquent taxes.**pp.39-43**

- L. Authorization of a Contract with Group CJ to Provide Marketing Support for Aggressive Collection of Delinquent Occupational License Fees. (261-10) (O'Mara/Rumpke)
This request will authorize a Contract in the amount of \$70,000 with Group CJ to provide marketing support for aggressive collection of delinquent occupational license fees.**pp.44-49**
- M. Authorization to Amend Section 3 of Ordinance No. 202-2006 to Correct a Clerical Error. (246-10) (L. Jarvis/Rumpke)
This request will authorize an amendment to Section 3 of Ordinance No. 202-2006 to correct a clerical error.**p.50**
- N. Authorization of a Conditional Sales Contract and a System Support Agreement (SSA) with Mettler-Toledo, Inc. on Behalf of the Department of Environmental Quality, Division of Waste Management, for a Scale Management Solution. (233-10) (Feese/Bush)
This request will authorize a Conditional Sales Contract and a SSA in the amount of \$130,507 with Mettler-Toledo, Inc. on behalf of the Division of Waste Management for Scale Management Solutions at Haley Pike Landfill, Recycling Center and the Transfer Center to replace systems no longer capable of being updated or repaired. Funds are budgeted.**pp.51-52**
- O. Authorization of Change Order No. 3 to Contract with Tetra Tech, Inc. for the Viley Neighborhood Stormwater Improvements – Sugar Mill Hazard Mitigation Grant Project. (234-10) (Martin/Bush)
This request will authorize Change Order No. 3 to increase contract amount by \$31,250 with Tetra Tech, Inc. for the Viley Neighborhood Stormwater Improvements – Sugar Mill Hazard Mitigation Grant Project. Original contract amount was \$233,000. Total of previous change orders is \$308,953. New contract amount is \$563,703. Funds are budgeted.**pp.53-56**
- P. Authorization of a Permanent Easement and a Temporary Construction Easement on Property Located at 813 Sherwood Drive for the Sherwood Drive/Robin Road Storm Water Improvements Project. (235-10) (Martin/Bush)
This request will authorize 1,621 square feet for a permanent easement and 1,378 square feet for a temporary easement on property located at 813 Sherwood Drive for the Sherwood Drive/Robin Road Storm Water Improvements Project at a cost of \$22,350. Funds are budgeted.**p.57**
- Q. *Authorization of a Memorandum of Understanding (MOU) for Acquisition of Property Located at 1457 Huntsville Drive for the Dixie Pump Station Upgrade and Force Main Improvements Project. (241-10) (Martin/Bush)
This request will authorize a MOU for an amount not to exceed \$97,000 for acquisition of property located at 1457 Huntsville Drive for the Dixie Pump Station Upgrade and Force Main Improvements Project. Funds are budgeted.**p.58**
***Consent Decree**

- R. *Authorization of an Engineering Services Agreement with CDP Engineers, Inc. for the Deep Springs Pump Station Upgrade and Force Main Improvements Project (242-10) (Martin/Bush)
This request will authorize an Engineering Services Agreement in the amount of \$109,575 with CDP Engineers, Inc. for the Deep Springs Pump Station Upgrade and Force Main Improvements Project to complete design services. This is a capital improvement project. Funds are budgeted.**p.59**
***Consent Decree**
- S. Authorization of Easements and Property Acquisition for the Expansion Area 2A Pumping Station and Force Main Project. (259-10) (Martin/Bush)
This request will authorize a fee simple acquisition of one (1) property at a cost of \$446,602.50 for the pump station site, and temporary and permanent easements at five (5) properties at a cost of \$94,342.79 for a total of \$540,945.29 for the Expansion Area 2A Pumping Station and Force Main Project. Funds are budgeted.**pp.60-63**
- T. Authorization of an Environmental Services Agreement with Shield Environmental Associates, Inc. for the Underground Storage Tanks (UST) on Property Located at 669 Byrd Thurman Drive (Fleet Services). (243-10) (Bush)
This request will authorize an Environmental Services Agreement with Shields Environmental Associates, Inc. for additional assessment work at the UST on property located at 669 Byrd Thurman Drive (Fleet Services) required by the Kentucky Division of Waste Management UST Branch. All costs incurred by Shields will be reimbursed by the State Petroleum Storage Tank Environmental Assurance Funds.**pp.64-70**
- U. Authorization of a Purchase of Service Agreement (PSA) by and between LFUCG, the University of Kentucky (UK) and the UK Arboretum to Provide Workshops. (253-10) (Bush)
This request will authorize a PSA by and between LFUCG, UK, and the UK Arboretum in the amount of \$50,000 for the Arboretum to provide water quality improvement workshops for the general public. Funds are budgeted.**p.71**
- V. Authorization of a Master Agreement with EnergyCAP® Inc. as a Sole Source Provider, on Behalf of the Department of Environmental Quality under the Energy Efficiency and Conservation Block Grant Program. (250-10) (Gooding/Bush)
This request will authorize a Master Agreement for federal funds in the amount of \$8,100 with EnergyCAP® Inc. on behalf of the Department of Environmental Quality for a Greenquest Energy Awareness Sponsor License Agreement to host the Energy Awareness on LFUCG Website under the Energy Efficiency and Conservation Block Grant. EnergyCAP® is the sole source that is able to provide the extensive information required for the website. The source of funds is the US Department of Energy as authorized by the American Recovery and Reinvestment Act of 2009. No matching funds are required.**p.72**

- W. Authorization of a Professional Services Agreement with Susanna Moberly and Rosemary Dailey, Sexual Assault Nurse Examiners (SANE), for Performance of Forensic Examinations. (236-10) (Gooding/Bennett)
This request will authorize Professional Services Agreements with Susanna Moberly and Rosemary Dailey, SANE, to serve "on-call" basis for the performance of forensic examinations 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 agreements are from June 1 through December 31, 2010. Funds are budgeted.**p.73**
- X. Authorization of a Memorandum of Understanding (MOU) Offered by the Kentucky Justice and Public Safety Cabinet, Department of Criminal Justice Training, for the Cold Case Resolution Pilot Project. (245-10) (Gooding/Bennett)
This request will authorize a MOU to extend the performance period through December 31, 2010 offered by the Department of Criminal Justice Training for the Cold Case Resolution Pilot Project. There are no other changes associated with this MOU.**p.74**
- Y. Authorization to Submit a Grant Application to the Fireman's Fund Insurance Company and Accept Award if Offered, on Behalf of the Department of Public Safety, Division of Fire & Emergency Services. (255-10) (Gooding/Bennett)
This request will authorize the submission of a grant application in the amount of \$5,000 to the Fireman's Fund Insurance Company and accept the award if offered, on behalf of the Division of Fire & Emergency Services, for purchase of All-Terrain Transport from Emergency Equipment Rescue. No matching funds are required.**p.75**
- Z. Authorization to Submit Grant Application to the Kentucky Office of Homeland Security on Behalf of the Department of Public Safety, Division of Fire & Emergency Services under the 2010 Homeland Security Grant Program. (256-10) (Gooding/Bennett)
This request will authorize the submission of a grant application for federal funds in the amount of \$18,000 to the Kentucky Office of Homeland Security on behalf of the Division of Fire & Emergency Services, for purchase of a CON-SPACE Communications, Inc. Delsar seismic/acoustic listening device under the 2010 State Homeland Security Grant Program. The source of funds is the Department of Homeland Security. No matching funds are required.**p.76**
- AA. Authorization to Amend Section 21-5 of the Code of Ordinances on Behalf of the Chief Information Office, Division of Computer Services and the Department of Public Safety, Division of Emergency Management/911. (254-10) (L. Jarvis/Bennett)
This request will authorize an amendment to Section 21-5 of the Code of Ordinances on behalf of the Division of Computer Services to transfer one (1) position of GIS/Programmer Analyst (Grade 117E) and one (1) position of GIS Specialist (Grade 114N) (and incumbents) to the Division of Emergency Management/911 relating to the Address Hearing Board and Address Enforcement. There is no fiscal impact for this action.**p.77**

- BB. Authorization to Repeal Article XXII of the Code of Ordinances for the One-Parent Family Facility Corporation. (239-10) (Hartie/Rabold)
This request will authorize the repealing of Article XXII of the Code of Ordinances to allow One-Parent Family Facility Corporation to operate independently of LFUCG.**p.78**
- CC. Authorization of an Inducement to HFL Sport Science, Inc. as Part of the Kentucky Business Incentive Program. (249-10) (Wright/Kelly)
This request will authorize an inducement of a 1% Occupational License Tax Abatement for HFL Sport Science, Inc. as part of their participation in the Kentucky Business Investment Incentive Program.**pp.79-81**
- DD. Authorization of Amendment No. 1 to Resolution No. 235-2010 for the Neighborhood Development Funds (NDF) for LexLinc. (244-10) (Langston)
This request will authorize an Amendment No. 1 to Resolution No. 235-2010, deleting NDF funds of \$200 for LexLinc. This amount was included in the Lexington Local Investment Commission (aka LexLinc). There are no other changes associated with this amendment.**pp.82-84**
- EE. Authorization of a Purchase of Service Agreement (PSA) with Greater Faith Apostolic Church, Boy Scout Troop 238 under the Adopt-A-Spot Program. (240-10) (Gooding/Webb)
This request will authorize a PSA in the amount of \$522.98 with Greater Faith Apostolic Church, Boy Scout Troop 238 for litter pickup in the Inner City Area Number 3. Funds are budgeted.**p.85**
- FF. Authorization of Amendments No. 1 to Agreements with the Kentucky Transportation Cabinet (KYTC) for the Intelligent Transportation System (ITS) Project and the Congestion Management System (CMS) Traffic Improvements Project for FY2009 and FY2010. (247-10) (Gooding/Webb)
This request will authorize two (2) Amendments No. 1 to two (2) Agreements with KYTC to extend the performance of the ITS Project and the CMS Traffic Improvements Project through June 30, 2011. There are no other changes associated with these amendments.**p.86**
- GG. Authorization of Amendment No. 2 to Agreement with the Kentucky Transportation Cabinet (KYTC) for the Air Quality Planning Project and the Mobility Coordination Project. (248-10) (Gooding/Webb)
This request will authorize Amendment No. 2 to Agreement with KYTC for additional federal funds in the amount of \$54,000 and to extend the performance period through June 30, 2011 for the Air Quality Planning Project. A local match of \$13,500 is required and has been requested in the FY2011 General Fund budget. This Amendment also includes additional federal funds in the amount of \$102,000 and to extend the performance period through June 30, 2011 for the Mobility Coordination Project. A local match of \$25,500 is required and will come from an in-kind match generated by documenting the value of public service announcements. There are no other changes associated with this amendment.**pp.87-88**

- HH. Authorization of Change Order No. 2 to Contract with Schroeder Construction, Inc. for the Cadentown/Versailles Road Sanitary Sewer Improvements Project. (FINAL). (252-10) (Gooding/Webb)

This request will authorize Change Order No. 2 to decrease the contract amount by \$31,956 with Schroeder Construction, Inc. to adjust bid quantities required for completion of the Cadentown/Versailles Road Sanitary Sewer Improvements Project. Original contract amount was \$696,637.75. Previous change order amount was \$119,819.49. Final contract amount is \$784,501.24.**pp.89-92**

- II. Authorization to Permit the Historic Preservation Commission to Accept Donations for the Restoration of the Historic Street Clock on Main Street. (251-10) (Kerr/Webb)

This request will authorize the Historic Preservation Commission to accept donations up to \$25,000 for the restoration of the historic street clock on Main Street in conjunction with the Main Street Streetscape Enhancement Project.**p.93**

- JJ. Authorization of a Modification No. 1 to the Neighborhood Stabilization Program (NSP) Funding Agreement with the Commonwealth of Kentucky, Department for Local Government (DLG), for the Land Banking Program Project. (262-10) (Gooding/ Rumpke)

This request will authorize a Modification No. 1 to the NSP Funding Agreement with the Commonwealth of Kentucky, DLC, for the Land Banking Program Project to expand the use of funds to another Eligible Use – redevelopment; and decrease the amount of federal funding to \$1,000,000.**p.94**

- KK. Authorization to Approve Internal Advertisement of All Vacant Positions within Lexington-Fayette Urban County Government. (263-10) (L. Jarvis/Rumpke)

This request will authorize the internal advertisement of all vacant positions within LFUCG to be effective on date of passage through June 30, 2010.**p.95**

***DENOTES EPA CONSENT DECREE**

BUDGET AMENDMENT REQUEST LIST

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JOURNAL	42482	DIVISION	Code Enforcement	Fund Name Fund Impact	General Fund 1,000.00 1,000.00CR .00
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To provide funds for overtime to cover backlog from employee shortage by reducing funds in repairs and maintenance.

JOURNAL	42810	DIVISION	Revenue	Fund Name Fund Impact	General Fund 70,000.00 70,000.00CR .00
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To provide funds for aggressive revenue collection programs planned for occupational license fees.

JOURNAL	42811	DIVISION	Finance	Fund Name Fund Impact	City Pension/General 979,175.10 979,175.10CR .00
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To move budget for City Pension into a new division due to new payroll system processing requirement. This amendment changes the division where the budget is located to match where charges now occur.

JOURNAL	42899	DIVISION	Computer Services	Fund Name Fund Impact	General Fund 101,800.00 101,800.00CR .00
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To recognize a transfer from Prisoner Activity Fund for Computer Services to cover costs of the Corrections Computer Services Data Center that was not included in the FY10 budget.

JOURNAL	42900-01	DIVISION	Computer Services	Fund Name Fund Impact	Prisoner Account Fund 101,800.00 101,800.00CR .00
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To establish transfer to General Fund for Computer Services to cover costs of the Corrections Computer Services Data Center that was not included in the FY10 budget.

JOURNAL	42921-22	DIVISION	Family Services	Fund Name Fund Impact	Donation Fund 100.00 100.00CR .00
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To recognize a contribution of \$100 from Mr. and Mrs. Vlad Golyatin in appreciation for services rendered to them by the HANDS Program, home visitation and education services for first time parents.

JOURNAL	42803,42986	DIVISION	Animal Control	Fund Name	Spay and Neuter Fund
				Fund Impact	20,650.00
					8,250.00CR
					12,400.00

To provide funds in Spay & Neuter Fund by increasing revenue budgeted to be received from the Humane Society. After approval of this budget amendment, revenue budget will equal expenses so there is no net impact to the fund balance of this fund.

JOURNAL	42539	DIVISION	Community Development	Fund Name	US Dept H&HS
				Fund Impact	103,397.52
					103,397.52CR
					.00

To reduce Home Network 2009 budget to reflect actual funds received.

JOURNAL	42639-40	DIVISION	Community Development	Fund Name	Grants – Other
				Fund Impact	338,000.00
					338,000.00CR
					.00

To budget additional revenue for UDAG Repayment fund from Victorian Square Repayments through June 30, 2011 for HOME match and also to budget previously received Ky Central settlement funds that were not budgeted.

JOURNAL	42924	DIVISION	Community Development	Fund Name	US Dept Homeland Sec
				Fund Impact	10,433.33
					10,433.33CR
					.00

To amend State Homeland Structural Training to provide for overtime for firefighters who are being trained.

JOURNAL	42941	DIVISION	Community Development	Fund Name	US EPA
				Fund Impact	18,000.00
					18,000.00CR
					.00

To revise grant budget for Environmental Justice - 2009 in accordance with assistance amendment.

JOURNAL	42799	DIVISION	Water Quality	Fund Name	Sewer Fund
				Fund Impact	750,000.00
					750,000.00CR
					.00

To provide funds for improvements to odor control system in the Sewer Construction Fund by transferring from the Sewer Operating Fund. The RFP/bid process cannot be completed before the end of FY 2010 so this allows project to proceed more quickly.

JOURNAL	42800	DIVISION	Water Quality	Fund Name	Sewer Construction
				Fund Impact	750,000.00
					750,000.00CR
					.00

To provide funds for improvements to odor control system in the Sewer Construction Fund by recognizing a transfer from the Sewer Operating Fund. The RFP/bid process cannot be completed before the end of FY 2010.

BUDGET AMENDMENT REQUEST SUMMARY

Fund	1101	General Service District – General Fund	.00
Fund	1103	Donation Fund	.00
Fund	1134	Spay and Neuter Fund	12,400.00
Fund	3170	US EPA	.00
Fund	3190	US Department of Health and Human Services	.00
Fund	3200	US Department of Homeland Security	.00
Fund	3300	Grants – Other	.00
Fund	4002	Sewer Revenue and Operating Fund	.00
Fund	4003	Sewer Construction Fund	.00
Fund	4203	Prisoner Account Fund	.00
Fund	5002	City Employee Pension Fund	.00

NEW BUSINESS ITEMS REQUIRING BUDGET AMENDMENTS

May 25, 2010 Work Session

12

If the New Business item listed below is on the Agenda, approval 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
255-10	BA 2991	Community Development	To establish grant budget for Fireman Fund - FY 2010.
Y			3300 5,000 3300 5,000CR 0*
262-10	BA 2985	Community Development	To reduce expenses for Neighborhood Stabilization Program – Land Banking in accordance with modification #1 to program funding agreement.
JJ			3120 374,975 3120 374,975CR 0*

EFFECT ON FUND BALANCES

FUND 3120	0*	NO IMPACT TO:	US DEPARTMENT OF HOUSING AND URBAN DEV
FUND 3300	0*	NO IMPACT TO:	GRANTS - OTHER

Budget Information For New Business Items
May 25, 2010 Work Session

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Item	Number	Amount	Fund	Name / Description
A	226-10	NA		
B	232-10	4,200	1103	Donation Fund
C	227-10	3,361	2518	2009 Bond Projects Fund
D	228-10	(1,485.72)	2516	2007 Bond Projects Fund
E	237-10	36,199.12	2517	2008 Bond Projects Fund
F	257-10	7,958	2518	2009 Bond Projects Fund
G	229-10	NA		
H	258-10	199,200	6021	Property & Casualty Claims Fund
I	230-10	46,884.75	1101	General Fund
J	231-10			
K	260-10	(1,000,000)	1101	General Service Fund (Included in FY 2011 Budget)
L	261-10	70,000	1101	General Service Fund
M	246-10	NA		
N	233-10	130,507	1115	Urban Service Fund
O	234-10	31,250	2522	Public Works Bond Fund
P	235-10	22,350	2522	Public Works Bond Fund
Q	241-10	97,000	4003	Sanitary Sewer Construction Fund
R	242-10	109,575	4003	Sanitary Sewer Construction Fund
S	259-10	540,945.09	4003	Sanitary Sewer Construction Fund
T	243-10	NA		
U	253-10	50,000	4051	Water Quality Management Fund
V	250-10	8,100	3210	US Department of Energy
W	236-10	59,670	3140	US Department of Justice
X	245-10	NA		
Y	255-10	5,000	3300	Grants – Other
				Budget Journal
Z	256-10	NA		
AA	254-10	NA		

Budget Information For New Business Items
May 25, 2010 Work Session

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BB	239-10	NA		
CC	249-10	NA		
DD	244-10	(200)	1101	General Fund
EE	240-10	522.98	3400	Grants – State
FF	247-10	NA		
GG	248-10	NA		
HH	252-10	(31,956)	4003	Sanitary Sewer Construction Fund
II	251-10	NA		
JJ	262-10	(374,975)	3120	US Department of Housing and Urban Development Budget Journal
KK	263-10	NA		



226-10

Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry
Mayor

Linda Rumpke
Commissioner

MEMORANDUM

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

FROM:


Leslie Jarvis, Acting Director
Division of Human Resources

DATE: April 30, 2010

RE: Transfer Positions— From Department of Social Services to the Division of Facilities and Fleet Management

The attached action amends Section 21-5 of the Code of Ordinances transferring two (2) positions of Custodial Worker (Grade 102N) and one (1) position of Program Coordinator (Grade 109N) and incumbents; this action also amends Section 22-5 of the Code of Ordinances, transferring one (1) position of Custodial Worker (Grade 102N) and four (4) positions of Custodial Worker P/T (Grade 102N) and incumbents from the Department of Social Services to the Division of Facilities and Fleet Management effective upon passage of Council.

The Department of Social Services concurs that that The Division of Facilities and Fleet Management should assume responsibilities for all housekeeping/janitorial duties that have been handled internally in its various Divisions. It is the goal of Government to have all facilities management positions and duties located in the Division of Facilities and Fleet Management.

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

Attachment

cc: Marlene Helm, Commissioner - Department of Social Services
Kimra Cole, Commissioner - Department of General Services
Cheryl Talbert, Director - Division of Adult and Tenant Services
Sarah Hendricks, Director - Division of Family Services
Jamshid Baradaran, Director - Division of Facilities and Fleet Management
Darrylyn Combs, HR Manager, Division of Human Resources
Jim Dodson, HR Analyst, Division of Human Resources

Log # 10-0063



232-10

Lexington-Fayette Urban County Government
DEPARTMENT OF SOCIAL SERVICES

Jim Newberry
Mayor

Marlene Helm
Commissioner

Memo

To: Mayor Jim Newberry
Members of the Urban County Council
Mr. Joe Kelly
Through: Commissioner Helm
From: Kristy Stambaugh, CTRS, MRC, CRC
Date: 05/12/2010
Re: Senior Intern Alumni Luncheon

Enclosed you will find a Catering Sales Agreement for Lexington Downtown Hotel. They are waiving the fee for the space. This event will cost no more than \$4200.00. There is a minimum of \$3500 total food and beverage "guaranteed amount".

This is for the Senior Intern Alumni Luncheon on June 25, 2010

There is no budgetary impact as the funds for this program have been raised through contributions and are placed in our Contribution account.

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LEXINGTON DOWNTOWN HOTEL, A HILTON AFILIATE **232-10**
CATERING SALES AGREEMENT

This Agreement is made and entered into as of **May 5, 2010** by and between the **Lexington Downtown Hotel & Conference Center** (hereinafter referred to as "Hotel") and **Lexington Fayette Urban County Government** (hereinafter referred to as "Client"). Client agrees that the terms of this Agreement are based upon the information provided by **Shannon Settles**. In the event that the information provided by Client materially changes or is incorrect, then this Agreement may be terminated.

DESCRIPTION OF THE EVENT

Organization: Lexington Fayette Urban County Government
Name of Event: Intern Luncheon
Event Dates: June 25, 2010
Contact Name: Kristina Stambaugh
Contact Phone: 859-258-3806
Contact Address: 200 East Main Street
Lexington, KY 40507

EVENT ROOM AND CATERING SERVICES

EVENT ROOMS: Upon the signature of this Agreement, Hotel reserves and Client guarantees payment for the following Event Room space for the specified days/times:

DAY/DATE: Friday, June 25
2010

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
6/25/2010	11:00 AM	2:00 PM	Lunch	Magnolia	Rounds	200	complimentary

Hotel reserves the right to assign and change specific event room space at its discretion. Client must obtain final approval from Hotel before publishing event room names.

CATERING SERVICES: A minimum of **\$3,500.00** total food and beverage must be spent at your function(s) (the "Guaranteed Amount"). This Guaranteed Amount does not include event space Room Rental, Service Charges, Tax, and Labor Charges, Audio-visual, Parking or any other Miscellaneous Charges incurred. Client is required to pay Hotel the full Guaranteed Amount, regardless of whether Client actually charges that amount. Client is required to pay Hotel any amounts exceeding the Guaranteed Amount. *If client is choosing "Food for Thought" menu, Service charge, Tax, and Parking is included. Chef has agreed to a special Roast Turkey menu.*

FOOD & BEVERAGE POLICY

Due to licensing and insurance requirements, all food and beverage to be served on Hotel Banquet floor must be supplied and prepared by Hotel. In addition, no remaining food or beverage shall be removed from the premises. At the conclusion of the function, such food and beverage becomes the property of Hotel. Menu prices will be confirmed three (3) months prior to scheduled function.

Food and beverage prices are subject to the prevailing service charge (currently 21%) and applicable taxes. Final menu selections must be submitted to Hotel's Catering Representative at least thirty (30) days in advance; otherwise, items selected cannot be guaranteed. At the time final menu selections are made, Client shall review, approve and initial the final menu. Other than specifically stated in the approved menu (or otherwise agreed in a separate writing signed by Client and the General Manager or his designee. Hotel will not be responsible for any specific dietary requests or requirements.

The Catering Office must be notified of the guarantee of attendance no later than noon 3 business days prior to the scheduled function. Guaranteed attendance for functions scheduled Monday or Tuesday must be received by noon on the preceding Friday. Guarantees of attendance are not subject to reduction and Hotel will charge the Master Account, at a minimum, the amount due in accordance with the guaranteed attendance.

- ❖ Client will have available an authorized representative at the event who will be presented a check prior to the conclusion of the event. Such representative shall verify that all charges are correct and consistent with this Agreement and any changes, and shall sign off on such check.

BILLING/CREDIT PROCEDURES

232-10

MASTER ACCOUNT: #3320

Client has been approved for Direct Billing, all charges will be billed to the Master Account and will be Direct Billed to Client and paid within thirty (30) days of Hotel's invoice date.

SERVICE CHARGE: A service charge of 21% will be added to any extra Labor Charges, and any other Miscellaneous Charges incurred. *Included in the "Food for Thought" menu.*

CANCELLATION: Client and Hotel have entered into a binding commitment. The Hotel is committed to providing the rooms and services specified in this Agreement and the Hotel has offered special rates and other concessions based upon anticipated revenues for Client's event(s). The anticipated revenue includes the revenue from the food and beverage services Client may have requested and any ancillary services, such as telephone tolls, and other charges.

If Hotel cancels this Agreement or is unable to provide the requested event space, the Hotel will work with Client to arrange alternative accommodations and space at the prices set forth herein. Hotel will arrange for comparable space in the same vicinity of the Hotel and shall provide, without charge, necessary transportation between the alternative site and the Hotel. Hotel's liability is limited to these remedies and Hotel shall not be liable for any consequential, punitive or special damages.

If Client decides to cancel this Agreement, reduce the size of your event(s) and/or attendance, or reduce the amount of food and beverage services, Client agrees that the Hotel will suffer damages. Such damages will be a result of Hotel's inability to offer Client's unused space or services to another party and /or the cost to the hotel of trying to re-sell space/services. The exact amount of damages will be difficult to determine. Therefore, Client agrees that the following liquidated damage clauses are a reasonable effort by the parties to agree in advance on the amount of damages. It is agreed that these amounts will be due regardless of the Hotel's ultimate ability to re-sell some or all of the space or services.

CANCELLATION SLIDING SCALE: Client agrees that if it cancels this Agreement for any reason, the Hotel will suffer damages. The closer in time the cancellation occurs, the greater the damages will be. Therefore, Client agrees to pay Hotel at the time of cancellation a liquidated damages fee, as follows:

<u>If Group Cancellation Occurs...</u>	<u>...Group Pays</u>
more than 30 days, less than 60 days prior to arrival date	amount equal to 50% of total anticipated revenue.
less than 30 days prior to arrival date	amount equal to 100% of total anticipated revenue.

For food and beverage revenue, lost revenue will be the agreed upon F&B Minimum Revenue Guarantee above. The lost revenues for Room Rental and/or other services will be a function of agreed upon rates and/or charges as outlined in this document.

MISCELLANEOUS

SIGNS AND DISPLAYS/USE OF HOTEL NAME: Client shall not display signs in Hotel nor use the name/logo of the Hotel in any promotional brochures or ads without prior approval of the General Manager of Hotel. It is further agreed that no sign, banner or display shall be affixed to any part of Hotel. Any damages caused to the walls, fixtures or carpet will be billed to Client.

SECURITY: Hotel may, in its sole discretion, require Client to take certain security measures in order to maintain security in light of the size or nature of the function. Such security measures may include the requirement to hire sufficient security personnel from a reputable agency that is approved by the Hotel prior to the function.

SHIPPING AND PACKAGES: In the event Client will be shipping packages to Hotel, Client must notify Hotel at least one week in advance. All packages sent to Hotel should include the name of Client Event, date of program and number of items. Shipment should arrive no earlier than three (3) days prior to event. Hotel accepts no responsibility or liability for the delivery, security or condition of the packages.



227-10

Lexington-Fayette Urban County Government
DEPARTMENT OF GENERAL SERVICES

Jim Newberry
Mayor

Kimra Cole
Commissioner

MEMORANDUM

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

FROM:


Jerry Hancock

RE: Change Order Request

DATE: April 30, 2010

This is a request for Council approval of change order # 3 to contract number 893 to Schaefer Properties deletion of concrete apron and sidewalk section to resolve drainage problem and to construct and install double oven cabinet, tile and water main drain. This change order is in the amount of \$3,361.00 for a total contract amount of \$374,530.44.

This is the final change to contract for Schaffer Properties.

Please contact me if there are any questions.

CC: Kimra Cole, Commissioner of General Services

JEH/bac

**LEXINGTON -FAYETTE
URBAN COUNTY GOVERNMENT
CONTRACT CHANGE ORDER
Page 1 of 2**

Date: 04/02/10 **227-10**

Project: Community Building

Location: Coolavin Park

To (Contractor)

Contract No
893 - 3/23/07

Schaefer Properties

Change Order No. 3

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

Item No. (1)	Description of changes-quantities,, unit prices, change in completion, etc. (2)	Decrease in contract price (3)	Increase in contract price (4)
1	Delete concrete apron & sidewalk section to resolve drainage problem	\$ 3,800.00	
2	Construct/install double oven cabinet		\$640.00
3	Provide/install VCT tile		\$4,752.00
4	Provide/install water main drain down pit & valve		\$700.00
5	Remove/dispose of construction debris from geo-thermal field		\$869.00
6	Install building sign		\$200.00
	Change in contract price due to this Change Order:		
	Total decrease	\$3,800.00	XXXXXXXXXX.XX
	Total increase	XXXXXXXXXXXX.XX	\$7,161.00
	Net (increase) contract price		\$3,361.00

The sum of \$3361.00 is hereby added to the total contract price, and the total adjusted contract price to date thereby is \$374,530.44
The time provided for completion in the contract and all provisions of the contract will apply hereto.

Recommended by Mam Morgan (Superintendent) Date 4/23/10
Accepted by Fred Schaefer (Contractor) Date 4-22-2010
Approved by [Signature] (Director) Date 4/30/10
Approved by [Signature] (Commissioner) Date 5/2/10
Approved by _____ (Mayor or CAO) Date _____

227-10

CONTRACT HISTORY FORMContractor: Schaefer PropertiesProject Name: Coolavin Community BuildingContract Number and Date: 893, March 23, 2007Responsible 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: \$ 289,750.00B. Cumulative Amount of Previous Change Orders: \$ 81,419.44 28% %
(Line B / Line A)C. Total Contract Amount Prior to this Change Order: \$ 371,169.44**Current Change Order**D. Amount of This Change Order: \$ 3,361.00 1% %
(Line D / Line A)E. New Contract Amount Including this Change Order: \$ 374,530.44 129% %
(Line E / Line A)**SIGNATURE LINES**Project Manager: Date: 4/21/10Reviewed by: Date: 4/26/10Division Director: Date: 4/20/10



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228-10

Lexington-Fayette Urban County Government
DEPARTMENT OF GENERAL SERVICES

Jim Newberry
Mayor

Kimra Cole
Commissioner

MEMORANDUM

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

FROM:


Jerry Hancock

RE: Change Order Request

DATE: April 26, 2010

This is a request for Council approval to decrease the amount of contract no. 62-2009 with Spectrum Contracting Services, Inc. to delete services not required and to add winterization valves for water line and excavate sewer line. This decrease request is in the amount of \$1,485.72.

Please contact me if there are any questions.

CC: Kimra Cole, Commissioner of General Services

JEH/bac

LEXINGTON -FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER Page 1 of 2		Date: 12/28/2009 Project: Castlewood Picnic Shelter Location: Castlewood Park	
To (Contractor) Spectrum Contracting Services, Inc.		Contract No 62-2009 Change Order No. 1	
You are hereby requested to comply with the following changes from the contract plans and specifications:			
Item No. (1)	Description of changes-quantities, unit prices, change in completion, etc. (2)	Decrease in contract price (3)	Increase in contract price (4)
1	Delete batten strips on roof - not required	\$ 562.72	
2	Reduce length of water line	\$ 650.00	
3	Trap primer credit	\$ 707.00	
4	Water meter credit	\$ 1,287.00	
5	Add winterization vlaves for water line		\$575.00
6	Excavate sewer line for owner inspection		\$184.00
7	Replace instantaneous hot water heater		\$345.00
8	Add (2) exhaust fan switches in mechanical room		\$617.00
	Change in contract price due to this Change Order:		
	Total decrease	\$3,206.72	XXXXXXXXXX.XX
	Total increase	XXXXXXXXXXXX.XX	\$1,721.00
	Net (decrease) contract price	1,485.72	\$0.00
The sum of \$1,485.72 is hereby deducted from the total contract price, and the total adjusted contract price to date thereby is \$127,958.28. The time provided for completion in the contract and all provisions of the contract will apply hereto.			
Recommended by <u>Mark Morgan</u> (Superintendent)		Date <u>4/21/10</u>	
Accepted by <u>[Signature]</u> (Contractor)		Date <u>3/15/10</u>	
Approved by <u>[Signature]</u> (Director)		Date <u>4/30/10</u>	
Approved by <u>[Signature]</u> (Commissioner)		Date <u>5/2/10</u>	
Approved by _____ (Mayor or CAO)		Date _____	

CONTRACT HISTORY FORMContractor: Spectrum Contracting Services, Inc.Project Name: Castlewood Picnic Shelter & Restroom BuildingContract Number and Date: 62-2009Responsible 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: \$ 129,444.00B. Cumulative Amount of
Previous Change Orders: \$ 0.000% %
(Line B / Line A)C. Total Contract Amount
Prior to this Change Order: \$ 129,444.00**Current Change Order**D. Amount of This Change Order: \$ (1,485.72)-1% %
(Line D / Line A)E. New Contract Amount
Including this Change Order: \$ 127,958.2899% %
(Line E / Line A)**SIGNATURE LINES**Project Manager: Date: 4/21/10Reviewed by: Date: 4/26/10Division Director: Date: 4/26/10



Lexington-Fayette Urban County Government
DEPARTMENT OF GENERAL SERVICES

Jim Newberry
Mayor

Kimra Cole
Commissioner

MEMORANDUM

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

FROM:


Jerry Hancock

RE: Change Order Request

DATE: May 11, 2010

RECEIVED

MAY 12 2010

GENERAL SERVICES
COMMISSIONER'S OFFICE

This is a request for Council approval to increase the amount of contract no. 952 with BCD, Inc. for construction of sidewalk, steps and hand railing and to construct ADA and emergency access driveway per revised design for Raven Run Visitors Center.

This change is necessary to connect the west wing building north entrance to the west wing basement entrance, and is being added to the contract.

Increase in the amount of \$36,199.12. Total new contract amount is \$1,759,212.12.

Please contact me if there any questions.

CC: Kimra Cole, Commissioner of General Services

LEXINGTON -FAYETTE
URBAN COUNTY GOVERNMENT
CONTRACT CHANGE ORDER
Page 1 of 2

Date: 04/27/2010 **237-10**
Project: Raven Run Visitor &
Tourist Center
Location: 3885 Raven Run Way
Lexington, KY 40515

To (Contractor)

Contract No
952

BCD, Inc.

Change Order No. 1


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

Item No. (1)	Description of changes-quantities, unit prices, change in completion, etc. (2)	Decrease in contract price (3)	Increase in contract price (4)
1	Construct concrete sidewalk, steps, and handrailing per revised design		\$8,386.89
2	Construct ADA and emergency access driveway		\$27,812.23
3			
4			
5			
6			
7			
	Change in contract price due to this Change Order:		\$36,199.12
	Total decrease	\$0.00	XXXXXXXXXXXX.XX
	Total increase	XXXXXXXXXXXX.XX	\$36,199.12
	Net (increase) contract price		\$36,199.12

The sum of \$36,199.12 is hereby added to the total contract price
\$1,723,013.00 and the total adjusted contract price to date thereby is
\$1,759,212.12

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

Recommended by Mark Morgan (Superintendent) Date 4/28/10
Accepted by J. Michael Ed (Contractor) Date 4/27/10
Approved by J. Michael Ed (Director) Date 5/1/10
Approved by _____ (Commissioner) Date _____
Approved by _____ (Mayor or CAO) Date _____

CONTRACT HISTORY FORMContractor: BCD, Inc.Project Name: Raven Run Visitor & Tourist CenterContract Number and Date: #952, February 12, 2009Responsible 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: \$ 1,723,013.00B. Cumulative Amount of Previous Change Orders: \$ 0.00 0% %
(Line B / Line A)C. Total Contract Amount Prior to this Change Order: \$ 1,723,013.00**Current Change Order**D. Amount of This Change Order: \$ 36,199.12 <1% %
(Line D / Line A)E. New Contract Amount Including this Change Order: \$ 1,759,212.12 102% %
(Line E / Line A)**SIGNATURE LINES**Project Manager: Date: 4/29/10Reviewed by: Date: 4/29/10

Division Director: _____

Date: _____



257-10

Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry
Mayor

Linda L. Rumpke
Commissioner

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

**FROM: IRENE GOODING, ACTING DIRECTOR
DIVISION OF COMMUNITY DEVELOPMENT**

DATE: MAY 18, 2010

**SUBJECT REQUEST COUNCIL AUTHORIZATION TO EXECUTE CHANGE
ORDER NO. 1 WITH CLAUNCH CONSTRUCTION LLC FOR
CONSTRUCTION OF THE SHILLITO PARK PAVED TRAIL**

On December 3, 2009 (Resolution No. 777-2009), the Urban County Council approved the award of construction contract (Bid No. 124-2009) to Claunch Construction LLC for construction of the Shillito Park Paved Trail in the amount of \$951,604.

The Division of Parks and Recreation has negotiated Change Order No. 1 in the amount of \$7,958 to provide for installation of a fence along four headwalls where actual elevation exceeded plan elevation, excavation of silted areas to achieve positive water flow, and additional DGA to be added between driveway and trail to eliminate future maintenance problem. New total is now \$959,562.

Funds for Change Order No. 1 are budgeted at:

FUND	DEPT ID	SECT	ACCT	PROJECT	BUD REF	ACTIVITY
2518	707601	7211	90313	PARKPROJ_2009C	2009	BRIDGETRL

Council authorization to execute Change Order No. 1 is hereby requested.


Irene Gooding, Acting Director

Xc: Kimra Cole, Commissioner, Department of General Services

LEXINGTON -FAYETTE
URBAN COUNTY GOVERNMENT
CONTRACT CHANGE ORDER

Page 1 of 2

Date: 5/3/10

257-10

Project: Shillito Park Paved Trail

Location: Shillito Park

To (Contractor)

Claunch Construction LLC

Contract No
282-2009

Change Order No.

RECEIVED
MAY 13 2010
GENERAL SERVICES
COMMISSIONER'S OFFICE

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

Item No. (1)	Description of changes-quantities, unit prices, change in completion, etc. (2)	Decrease in contract price (3)	Increase in contract price (4)
1	Provide/install vinyl coated chain link fence on four(4) headwalls		\$3,750.00
2	Provide/install one(1) concrete inlet basin.		\$1,173.00
3	Excavate 85cy silted area, including seed and straw		\$1,165.00
4	Add 88 tons DGA to fence line on retaining wall		\$1,180.00
5	Remove & clean silt from one(1) existing storm pipe		\$690.00
	Change in contract price due to this Change Order:		
	Total decrease	\$0.00	XXXXXXXXXX.XX
	Total increase	XXXXXXXXXX.XX	\$7,958.00
	Net (increase) contract price		\$7,958.00

The sum of \$7,958.00 is hereby added to the total contract price \$951,604.00, and the total adjusted contract price to date thereby is \$959,562.00. The time provided for completion in the contract and all provisions of the contract will apply hereto.

Recommended by Mark P. Morgan (Superintendent) Date 5/6/10
Accepted by Raymond D. Paul (Contractor) Date 5.6.10
Approved by James H. Paul (Director) Date 5/6/10
Approved by Kim H. Paul (Commissioner) Date 5/10/10
Approved by _____ (Mayor or CAO) Date _____

257-10

CONTRACT HISTORY FORMContractor: Claunch Construction LLCProject Name: Shillito Park Paved TrailContract Number and Date: 282-2009, 12/3/09Responsible 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: \$ 951,604.00B. Cumulative Amount of
Previous Change Orders: \$ 0.000% %
(Line B / Line A)C. Total Contract Amount
Prior to this Change Order: \$ 951,604.00**Current Change Order**D. Amount of This Change Order: \$ 7,958.001% %
(Line D / Line A)E. New Contract Amount
Including this Change Order: \$ 959,562.00101% %
(Line E / Line A)**SIGNATURE LINES**

Project Manager:

Mark Morgan

Date:

5/6/10

Reviewed by:

Chris Bryant

Date:

Division Director:

St. Haniel

Date:

5/6/10



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Lexington-Fayette Urban County Government
DEPARTMENT OF LAW

Jim Newberry
Mayor

Logan Askew
Commissioner

TO: Jim Newberry, Mayor
Members, Urban County Council

FROM: Department of Law

DATE: May 5, 2010

RE: Partial Release of Easement
137 Owsley Avenue

This memo is to request a Resolution authorizing the Mayor to sign a Partial Release of Easement, releasing a portion of a sanitary and storm sewer easement on property located at 137 Owsley Avenue.

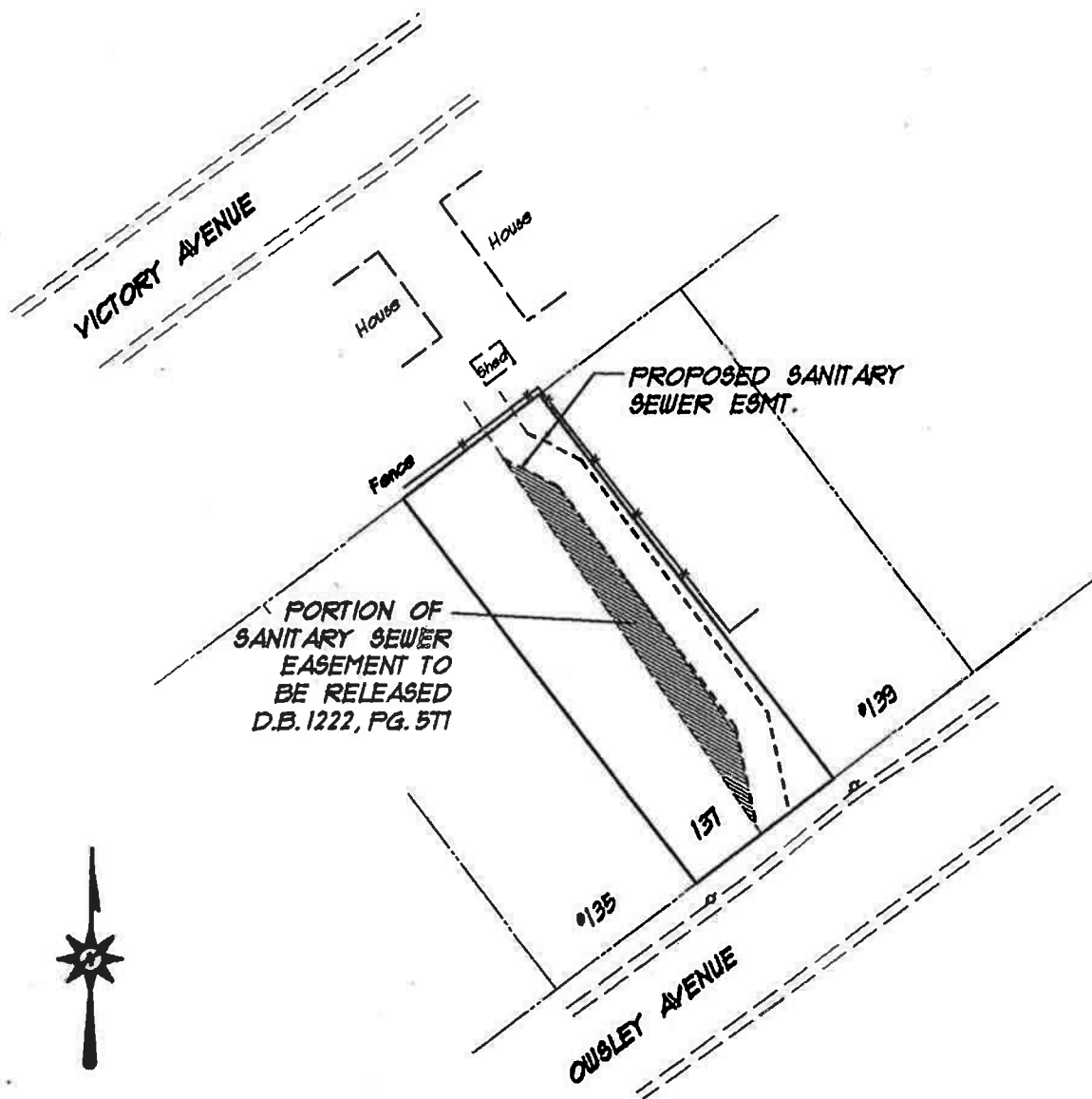
The proposed Release has been reviewed and approved by the Divisions of Engineering, Water Quality, and Traffic Engineering and the Department of Law. This action has no budgetary implication for LFUCG.

Edward W. Gardner
Attorney Sr.

Enclosure

cc: Joe Kelly, Mayor's Office
Council Office

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E&P Partners, PLLC

CIVIL ENGINEERS • LAND SURVEYORS • LANDSCAPE ARCHITECTS
 301 WALL STREET
 LEXINGTON, KENTUCKY 40503
 PHONE (606) 254-0000
 FACSIMILE (606) 254-0001

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EXHIBIT
 SANITARY SEWER EASEMENT RELEASE
HELLER PROPERTY
 WICKLIFFE LAND COMPANY SUBDIVISION
 LOT 106
 137 OWSLEY AVENUE
 LEXINGTON, FAYETTE COUNTY, KENTUCKY
 FEBRUARY 2010



258-10 33

Lexington-Fayette Urban County Government
DEPARTMENT OF LAW

Jim Newberry
Mayor

Logan Askew
Commissioner

TO: Jim Newberry, Mayor
Members, Urban County Council

FROM: Department of Law

DATE: May 18, 2010

RE: Liability and Workers' Compensation Claims Administration

This is a request for Council approval to hire Risk Management Services Corporation (RMSC) for liability and workers' compensation third party claims administration services (TPA) for a term of three years.

As you will recall, Collins & Company has been providing third party administration services for workers' compensation ["WC"] claims at an annual cost of \$139,200 since July 1, 2008 and for liability claims at an annual cost of \$75,000 since October 1, 2007 (\$214,200 total).

In August, 2009 we advised that we would be issuing a Request for Proposal for TPA services for FY11. An RFP was issued on March 15, 2010 which provided for the following scope of work: TPA will set up new losses in the LFUCG software system, provide medical bill review services, issue and mail payments on behalf of LFUCG by "Imprest Deposit", adjust claims electronically within the LFUCG software system, scan and attach documents to electronic claims files.

Five proposals were received. The lowest bid was RMSC at a cost of \$99,600 for workers' compensation and \$99,600 for liability, or \$199,200 total annually. Collins & Company was the next lowest bid at \$214,200 total. RMSC was our liability TPA from 7/1/2000 to 10/2/2007.

May 18, 2010

Page 2 of 2

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WC TPA services will include: Medicare/Medicaid Settlement reporting; Index Bureau reporting; Kentucky Department of Workers' Claims reporting; discounted medical costs through a PPO network with a 30% cost of savings program; and prescription drug program. Liability TPA services will include investigation and adjusting of asserted claims.

If you have any questions, please advise.



Leslye M. Bowman, Director

attachments

cc: Tom Sweeney, Risk Manager

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Lexington-Fayette Urban County Government
OFFICE OF THE SENIOR ADVISOR / CIO

Jim Newberry
Mayor

Rama Dhuwaraha
Senior Advisor / CIO

TO: Mayor Jim Newberry
Urban County Council

FROM: Rama Dhuwaraha *AD*
Chief Information Officer

DATE: May 5, 2010

RE: Upgrade of LibertyNet Site License to OnBase

Authorizing the Mayor to execute the upgrade of our current document management system (LibertyNet) to Hyland's Enterprise Content Management (ECM) system (OnBase).

LFUCG currently owns a site license for LibertyNet document management system that is in use by a number of divisions, the largest users of this system being the Division of Revenue, Building Inspection, and the Council Clerk's office. In 2008 the Hyland Software Corporation acquired Liberty IMS and extended to LFUCG the option of converting our existing document management system from the Liberty IMS product to their product OnBase. At the time of the offer there did not exist a functional requirement to perform the conversion as Hyland continued to provide support for our Liberty IMS document management system. However beginning in 2010 Hyland will no longer offer enhancements or support for Liberty IMS making the upgrade to OnBase a necessity. The upgrade will provide LFUCG with an Enterprise License allowing unlimited client access to the software at no additional charge over our current license agreement cost thru FY 2011. The product breakdown and associated future costs are included in the attached proposal.



300 East Main Street
Suite 201
Lexington, Kentucky 40507-1537

Phone: 859.255.5222
Fax: 859.514.1705
www.vebridge.com

Proposal for Upgrade from LibertyNet to OnBase

Overview

Lexington Fayette Urban County Government (LFUCG) acquired a site license for LibertyNet document management software in 1999. The software has been implemented in multiple departments, including:

- Building and Inspections
- Clerk's Office
- Computer Services
- Engineering
- Human Resources
- Revenue

VeBridge, formerly known as Source Imaging, a Lexington technology company, facilitated the purchase of the site license and provides direct maintenance and support for the product.

Liberty IMS, the company that provided LibertyNet, was purchased by Hyland Software in 2008. Hyland's Enterprise Content Management (ECM) system is OnBase. OnBase is one of the top rated ECM products in the world, with over 9,000 organizations using the system. Hyland is a financially sound company in business almost 20 years.

Hyland has offered LibertyNet customers a "like-for-like" upgrade opportunity allowing LFUCG to move from a mid-tier Document Management (DM) system to a world-class ECM system with no licensing fees. This represents a no-cost software acquisition valued at almost \$400,000.

As a result of the acquisition of the Accela product for Water Quality, LFUCG must acquire a new ECM system. OnBase is one of the top ECM systems recommended by Accela. Hyland Software and Accela work closely to provide a tight integration between their software products. Therefore, the like-for-like upgrade provides significant cost avoidance by providing a crucial component for the Water Quality system without requiring a new software acquisition.

OnBase will also provide a much more robust infrastructure to support true e-government through a long-term enterprise-wide implementation. With OnBase's rich integration with SharePoint, another lynchpin in the LFUCG long-term technology plans, OnBase provides yet another industry-leading knowledge management system to support LFUCG.

Terms of the upgrade

By approving this proposal, LFUCG will acquire an "Enterprise License" for LFUCG. This will provide unlimited Client access to the software. There are no restrictions on the number of users that may retrieve content at the same time. The software provided under this like-to-like upgrade is detailed in the table, below. License fees are listed for informational purposes, only.



Product Name	Product Code	License Fee	Quantity	Extended Price	Maintenance
Multi-User Server	OBIPW1	\$5,000	1	\$5,000	\$900
Concurrent Client	CTIPCE	\$1,200	Enterprise*	\$300,000	\$54,000
Production Document Imaging (Kofax or TWAIN) (1)	DIIPW1	\$5,000	1	\$5,000	\$900
Production Document Imaging (Kofax or TWAIN) (2+)	DIIPW2	\$2,000	9	\$18,000	\$3,240
Batch OCR	OCIPW1	\$1,500	1	\$1,500	\$270
Virtual Print Driver	PTIPC1	\$5,000	1	\$5,000	\$900
Document Import Processor	DPIPW1	\$5,000	1	\$5,000	\$900
Workflow Concurrent Client SL (1-20)	WLIPC1	\$2,000	5	\$10,000	\$1,800
Web Server	WTIPW1	\$10,000	1	\$10,000	\$1,800
StatusView	STIP11	\$-	1	\$-	\$-
Full-Text Indexing Server for Microsoft	FXIP11	\$5,000	1	\$5,000	\$900
Full-Text Indexing Concurrent Client for Microsoft	TXIPC1	\$200	30	\$6,000	\$1,080

*** Enterprise License, product Code CTIPCE, provides unlimited client access**

The annual maintenance fee on the Enterprise license is \$66,690 per year. The current annual maintenance fee for the LibertyNet system is \$46,890. VeBridge is providing the following terms regarding annual maintenance fees:

- LFUCG will have a three-year escalation period to transition from the current cost structure. The maintenance fees will be applied as follows:
 - Year 1 (LFUCG FY2011) - \$46,884.75 (due July 30, 2010)
 - Year 2 (LFUCG FY2012) - \$58,500.00 (due July 30, 2011)
 - Year 3 (LFUCG FY2013) - \$67,690.00 (due July 30, 2012)
- In years 4 (LFUCG FY2014) and beyond, VeBridge will not increase the fees in any year more than the lesser of CPI or 3%.

Conclusion

Upon approval of this upgrade, LFUCG will be in a position to materially expand their current ECM capabilities, will satisfy a material need in the Water Quality Accela implementation, and will be on track to build a powerful knowledge infrastructure.

Offered By:

Date:

Paul Engel, President

March 5, 2010



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Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry
Mayor

Linda L. Rumpke
Commissioner

To: Mayor Jim Newberry
Urban County Council

From: 

Linda Rumpke, Commissioner

Department of Finance



Susan Bush, Acting Commissioner

Department of Environmental Quality

Date: May 7, 2010

Re: Request for Authorization to Enter into an Assistance Agreement by and between Kentucky Infrastructure Authority and the Lexington-Fayette Urban County Government for a Low-Interest (2%) Loan Related to the South Elkhorn Pumping Station and Force Main Project

The purpose of this memorandum is to request authorization to enter into an Assistance Agreement by and between Kentucky Infrastructure Authority and the Lexington-Fayette Urban County Government. This agreement will allow the LFUCG to accept a low-interest (2%) loan through the Federally Assisted Wastewater Revolving Loan Fund Program, Fund A in the amount of \$17,208,000 related to the South Elkhorn Pumping Station and Force Main Project.

Application was made after receiving authorization from the Urban County Council via Resolution 80-2008.



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Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry
Mayor

Linda Rumpke
Commissioner

MEMORANDUM

TO: Mayor Jim Newberry
Councilmembers

VIA: Linda Rumpke, Commissioner
Department of Finance

FROM: Bill O'Mara, Director
Division of Revenue *WPO*

DATE: May 18, 2010

RE: Aggressive Collection of Occupational Taxes

Attached is the ordinance to support the occupational license fee aggressive collections program included in the FY2011 budget. In order to meet the time requirements, passage of the ordinance is necessary prior to July 1, 2010.

Approval is recommended to ensure the success of the collection program. If you have questions or need additional information, please contact me.

ORDINANCE NO. _____

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AN ORDINANCE AUTHORIZING THE DIVISION OF REVENUE TO IMPLEMENT A ONE-TIME OCCUPATIONAL LICENSE FEE AMNESTY PROGRAM WAIVING PENALTIES AND INTEREST FOR DELINQUENT OCCUPATIONAL LICENSE FEES OWED BY APPLICANTS TO THE PROGRAM WHO HAVE FAILED TO FILE RETURNS AND/OR PAY OCCUPATIONAL LICENSE FEES WHICH ARE DELINQUENT AS OF JUNE 1, 2010, AND WHO VOLUNTARILY FILE RETURNS AND REMIT FULL PAYMENT OR PAY TWENTY-FIVE PERCENT (25%) OF THE DELINQUENCY AND ENTER INTO ACCEPTABLE AGREEMENTS TO PAY ALL DELINQUENT TAXES, SAID PROGRAM TO RUN FROM THE DATE OF PASSAGE OF THIS ORDINANCE THROUGH JULY 30, 2010.

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

Section 1 - This ordinance shall be known as and may be cited as the "2010 Lexington-Fayette Urban County Government Occupational License Fee Amnesty Ordinance."

Section 2 - The Division of Revenue shall develop and administer a one-time occupational license fee amnesty program as provided in the following sections with respect to the occupational license fee imposed by Code of Ordinance Sections 13-4 and 13-7 on net profits and payroll withholdings.

Section 3 - As used in this Ordinance, unless the context requires otherwise:

- (a) "Applicant" means any individual, business entity, trustee, guardian, executor, administrator or fiduciary, subject to the occupational license fee imposed by Ordinance Sections 13-4 and 13-7, who applies for the benefits of this Ordinance.
- (b) "Delinquent OLF" means any occupational license fee amount remaining unpaid after the original due date of the return, whether said return has been filed or not.
- (c) "Division" means the Division of Revenue of the Lexington-Fayette Urban County Government.
- (d) "OLF" means occupational license fees as imposed by Ordinance Sections 13-4 and 13-7 on net profits and payroll withholdings.
- (e) "Year" means the twelve-month accounting period used by the applicant for purposes of calculating the OLF due on annual returns.

Section 4 - Notwithstanding the provisions of any other law to the contrary, the OLF amnesty program shall be conducted by the Division for a

limited period beginning on the date of passage of this Ordinance and continuing through July 30, 2010. A complete application for amnesty under this program, including any required payment, must be postmarked or received in the office of the Division on or before July 30, 2010.

Section 5 – For any applicant who meets the requirements of this Ordinance:

- (a) For all OLF which are delinquent as of May 31, 2010, the Lexington-Fayette Urban County Government shall waive criminal prosecution and all civil penalties and interest which may be assessed under any section of the Code of Ordinances for the years for which OLF amnesty is requested as provided in Section 6.
- (b) With the exception of instances in which the applicant and Division enter into an installment payment agreement authorized under Section 8, the failure to pay all OLF as shown on the applicant's amnesty return shall invalidate any amnesty granted pursuant to this Ordinance.
- (c) This section shall not apply to any applicant who is subject to a criminal order of restitution.

Section 6 – The provisions of this Ordinance shall apply to any eligible applicant who files an application for amnesty within the time prescribed by this Ordinance and does the following:

- (a) Files completed returns for all years as stated on the application for which returns have not previously been filed except in cases in which the OLF liability has been established through audit; and
- (b) Either pays in full the OLF due for the years for which amnesty application is made at the time the application or amnesty returns are filed or pays the required twenty-five percent (25%) in accordance with Section 8 below; and
- (c) If, upon review of the application and forms the Division determines that additional OLF is due, pays the additional amount within thirty (30) days of notification by the Division.

Section 7 - Participation in the program shall be conditioned upon the applicant's agreement that the right to protest or initiate an administrative or judicial proceeding or to claim any refund of moneys paid under the program is barred with respect to the amounts paid with the application or amnesty returns.

Section 8 - The applicant may enter into an installment payment agreement in lieu of the complete payment required under Section 6. In such cases, twenty-five percent (25%) of the amount due shall be paid with the application or amnesty return with the balance to be paid in monthly installments not to exceed twelve (12) months. Failure of the applicant to make timely payments shall void the terms of the amnesty program. All such agreements shall include interest as provided under Section 13-12 to be calculated on any unpaid balance as of July 31, 2010.

Section 9 - If, following the termination of the OLF amnesty period, the Division issues a deficiency notice based upon information independent of that shown on a return filed pursuant to Section 6, the Division shall have the authority to impose penalties and interest and criminal and/or civil action may be brought where authorized by law only with respect to the difference between the amount shown on the amnesty return and the correct amount of OLF due.

Section 10 - The Division shall promulgate administrative regulations as necessary, issue forms and instructions, and take all actions necessary to implement the provisions of this Ordinance. The Division shall publicize the OLF amnesty program in order to maximize the public awareness of and participation in the program.

Section 11 - That this Ordinance shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

PUBLISHED:

00257698



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Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION


Jim Newberry
Mayor

Linda Rumpke
Commissioner

MEMORANDUM

TO: Mayor Jim Newberry
Councilmembers

VIA: Linda Rumpke, Commissioner
Department of Finance

FROM: Bill O'Mara, Director 
Division of Revenue

DATE: May 19, 2010

RE: Marketing Support for Aggressive Collection of Occupational License Fee

Attached is the RFP for marketing support for aggressive collection of occupational license fees. A review committee has completed the evaluation and recommend Group CJ be awarded the contract.

Approval is recommended and requested in order to ensure the success of the collection program. If you have any questions, please contact me.



Group CJ has a proven track record in communications for government entities.

Here's a quick recap.

In 2003, our Tax Amnesty awareness campaign for the **Lexington-Fayette Urban County Government Division of Revenue** greatly exceeded both Bill O'Mara and the mayor's expectations. \$2.6 million in unpaid taxes were recovered and 1,250 new taxpayers added to the collection rolls, effectively creating 200% ROI for the city.

Currently we're working with the **Department of Environmental Quality/Division of Water Quality** in its efforts to raise public awareness and change behavior that pollutes our creeks and streams.

Our recent public awareness campaign helped the **Lexington Parking Authority** introduce the new LexPark parking program to the public with a maximum of acceptance and a minimum of push back.

Last year we partnered with the **Lexington-Fayette County Health Department** to spread the word about the new H1N1 flu vaccine, in ads, bus boards and a snappy new website called lexflucrew.com.

Our School Counts anti-truancy awareness campaign, in partnership with **Fayette County Public Schools**, resulted in a 94% improvement in school attendance and added \$200,000 in recovered Federal funding to school coffers in one month alone.

Our state-wide Kentucky Proud/Kentucky Fresh campaign for the **Kentucky Department of Agriculture** made a big impact on a shoestring budget, and was described as, "...one of the most effective and efficient marketing campaigns in the history of the department."

Last July we launched Get Ready Kentucky in conjunction with the **Kentucky Horse Park**, a public education and awareness campaign using mass media and an interactive website (www.getreadyky.com) to make sure the Bluegrass region garners the maximum benefit from the upcoming 2010 Games.



Here's why we have such a proven track record.

Full service.
You name it,
we deliver.

Brand development

Marketing strategy

Creative execution

Print buying

Media buying

Web development

Web marketing

Social marketing

Public relations

Events and
promotions

Research

Focus groups

We get up to speed.

We make your business our business. We research and carefully listen to you and your target audience. We keep our eye on the big picture, as well as the everyday bits and pieces. In today's microchip-powered world, things change at a dizzying pace. We make it our business to keep up with what people are doing and saying and how they're living right here and right now. And with how your department is growing and changing.

We are lean and mean.

Doing more with less is a way of life for us. Thanks to smart management and lower overhead we are able to work for smaller clients and fees. So more of your marketing dollar goes to getting your message out. We're always looking for ways to do things better, faster, cheaper. Always looking to stretch our clients budgets with efficiencies and economies of scale.

Rapid and responsive.

A big advantage of working with a smaller group that has been together such a long time is agility. We are geared towards giving you the attention you deserve, to quick response and to delivering a quality product.



Development of Tax Amnesty 2010

Group CJ's three step marketing process

1. Exploration and Message Development
2. Plan Development
3. Execution

1. Exploration and Message Development

Identify key communications issues.

What is the need?
What is our product, issue or initiative?
What is its role in the consumer's life?
What needs does it satisfy?

Identify the target audiences for each issue.

Who is the target?
What do they know already?
What it is we want them to know?

We delve into demographics and psychographics, and just about anything that could give us an insight into our targets attitudes, opinions and behaviors. And have been known to conduct our own informal focus groups to wrap our heads around certain issues.

Develop the messages to move them to act.

Obviously, business owners, the self-employed and unregistered tax payers are prime targets for the Tax Amnesty Program. But what will they respond to best? An appeal to the pocketbook? The stiff penalties and collection agencies? Or both?

In the past Tax Amnesty campaign, our "pay now or pay more later" approach moved the target into action, adding \$2.6 million to Lexington's general fund.

Step one

Exploration and Message Development

Estimated Time: 25 - 45 hours /1-2 weeks

Estimated Cost: \$2,375 to \$4,275



2. Plan Development

Decide how best to deliver the message

Via conventional channels like broadcast, print and outdoor? Conventional collateral like fliers, banners, direct mail? Micro-sites, internet marketing, e-blasts, and social media?

Whatever we decide you can count on it being used in an unconventional way.

In addition to making extensive use of such existing communications channels as lexingtonky.gov and GTV.

Step two

Plan Development

Estimated Time: 15 - 30 hours /1-2 weeks

Estimated Cost: \$1,425 to \$2,850



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3. Execution

Vehicles that move the needle.

Television Production

Depending on the complexity of message, the amount of media purchased and the number of spots produced, television can vary widely.

Scripting, Talent, Animation and Editing

Estimated Time: 25-60 hours

Estimated Cost: \$3,125 to \$7,500

GTV

Utilizing broadcast produced for network television.

Estimated Cost: \$0

Radio Production

Scripting, Talent, Editing and Mixing

Estimated Time: 10 - 25 hours

Estimated Cost: \$1,250 to \$3,125

Newsprint

Creative Direction, Copywriting, Design

Estimated Time: 10 - 25 hours

Estimated Cost: \$950 to \$2,375

Final plan and media placement will be based on approved budget. The agency is compensated by standard media commission of 15% .

Press Releases/Event Coordination/Media Relations

Estimated Time: 15 - 30 hours

Estimated Cost: \$1,425 to \$2,850

Website

Content Development, Design, Coding and/or Consultation

Estimated Time: 20 - 35 hours

Estimated Cost: \$2,000 to \$3,500

www.lexingtontaxamnesty.com

Other vehicles to consider:

Web banners on kentucky.com

Bus Boards

Step three

Total execution of priority vehicles

Estimated Time: 2-3 weeks

Total cost estimate on steps 1-3

Exploration, message development, plan development, production of priority communication vehicles and evaluation

\$12,550 to \$26,475



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Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry
Mayor

Linda L. Rumpke
Commissioner

M E M O R A N D U M

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

FROM: 
Leslie Jarvis, Acting Director
Division of Human Resources

DATE: May 14, 2010

SUBJECT: Error Correction— Amend Ordinance No. 202-2006

The attached action amends Section 3 of Ordinance No. 202-2006, correcting one clerical error to be effective July 6, 2006, the original date of passage.

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

570. 27 11 906 113N Communications Officer Senior
570. 12 4 908 116E Communications Shift Manager
570. 10 1 907 117E Communications Manager
550. 25 24 906 113N Communications Officer Senior
550. 43 31 905 111N Communications Officer
550. 04 7 908 116E Communications Shift Manager
550. 06 2 903 111N Communication Officer – P/T

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

570. 27 11 906 113N Communications Officer Senior
570. 12 4 908 116E Communications Shift Manager
570. 10 1 907 117E Communications Manager
550. 25 24 906 113N Communications Officer Senior
550. 43 31 905 111N Communications Officer
550. 04 7 908 116E Communications Shift Manager

That the following subsection line numbers of Section 22-5(2) of the Code of Ordinances be and hereby are deleted

550. 06 2 903 111N Communication Officer – 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 # 10-0066



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Lexington-Fayette Urban County Government
DEPARTMENT OF ENVIRONMENTAL QUALITY

Jim Newberry
Mayor

Susan Bush
Acting Commissioner

MEMORANDUM

TO: Mayor Jim Newberry and Urban County Council
FROM : 
Susan Bush, Acting Commissioner
DATE: May 5, 2010
RE: Waste Management Scale Management Solution

The Waste Management Division had a RFP 1-2010 issued on January 19, 2010 for the Scale Management Solution, with final submissions due on February 11, 2010. Mettler Toledo was selected as the winning bidder. They provided a technology-based solution for integrating and managing the scales and scale-generated data at the three (Haley Pike Landfill, Recycling Center, and Transfer center on Old Frankfort Pike) division sites required by regulation to weigh all material entering the facility. At this juncture, while striving to support the Waste Management operations, due to extreme outdated equipment, Mettler Toledo can no longer maintain or repair our old systems. Components of both the hardware and the software in the archaic systems have developed serious problems, in some cases, have ceased to work altogether. The Haley Pike Landfill scale system has very limited functionality remaining because of corrupt software files. This situation presents serious risks due to the highly regulated operating requirements for landfills. Repeated efforts by LFUCG IT professionals have been unsuccessful in correcting the problems. The Recycling Center scale system suffers from equally corrupted and irreparable software and hardware. In this case, the system is no longer registering scale weights. The Recycling Center staff have been forced to use pen and paper to record weights, which must in-turn, be entered into the computer by hand.

The need to upgrade and replace the unattended scale management system for all three LFUCG Waste Management scales has achieved a crisis level. Without operational and accurate scale management systems, these scales place the city at risk of non-compliance with a variety of state and federal regulations.

Mettler bought Toledo scales about twenty years ago, and has provided industry leading solutions for Scale House Management Solutions for several years. Mettler Toledo is also our current vendor, but the systems installed today have aged beyond their life cycle and are in desperate need of upgrading and replacement.

The Mettler Toledo bid was about \$30,000 less than the other qualified vendor. The Mettler Toledo design was comprehensive and included design specifics not addressed by the other vendor, which will allow for rapid implementation. Another important consideration is that Mettler Toledo's Auto scale division is located in Lexington and has selected a local Lexington based systems-design partner (Hensley, Elam, and Associates) to help customize the software to our needs and support the installation. We have a very good working relationship with Mettler-Toledo and their subcontractor, Hensley, Elam and Associates (HEA).

The key component of this project and this solution is based on a well established software product called "AutoScale". Auto scale was designed for use in natural resource extraction (coal) and then adapted for similar uses, such as waste services, over the past 20 years. It has been successfully deployed throughout North American in landfills, transfer stations, recycling centers, and related facilities. Its primary functions are to

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- Control scale and weighing operations
- Print tickets and BOLs (Bills of Lading)
- Track product accumulations, fees, taxes
- Provide in depth management reporting options

Some of the additional features that Waste Management will be implementing include:

- Unattended weighing with driver friendly outdoor terminals
- Real time data exchange between weighing locations and administrative offices
- Export of data to our Peoplesoft financial software

The total price for the completed design, implementation of the computers, display boards, software and wiring is \$130,507. We would like to expedite this solution offering and begin implementation at the earliest possible date.



RECEIVED APR 30 2010


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Lexington-Fayette Urban County Government
DEPARTMENT OF ENVIRONMENTAL QUALITY

Jim Newberry
Mayor

Cheryl Taylor
Commissioner

TO: Jim Newberry, Mayor
Urban County Council

FROM: Gregory S. Lubeck, P.E., CFM 
Municipal Engineer, Senior

DATE: April 28, 2010

SUBJECT: Viley Neighborhood Stormwater Improvements
Sugar Mill Hazard Mitigation Grant Project
LFUCG Project Number 297- Contract Amendment 3

Please find attached, contract amendment 3, contract history form, and scope of work, and cover letter from Tetra Tech, Inc. for the additional design work on the Sugar Mill Hazard Mitigation Grant project. The additional work is described in Tetra Tech's letter of January 29, 2010 (attached).

Item 3- in the original grant application, the total number of easements required could not be determined until design was complete. Part of the design fee was paid from the FEMA grant, therefore the design could not be complete until the grant was awarded. To provide a budget for the grant application, 3 easements and 1 fee simple acquisition were identified. As design was complete, the additional easement requirements were identified.

Item 4- the original project concept included one set of bidding documents. As the project progressed, LFUCG and Tetra Tech, Inc. determined that a material only contract would be appropriate to expedite the culvert manufacturing and maintain project schedule. The additional bidding effort allowed LFUCG to save the prime contractor's mark up on the culverts. The consultant has estimated this savings at \$50,000.

The amount of this amendment is \$31,250.00

Accounting: 2522-303204-3334-92211



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



Susan Bush
Acting Commissioner, Department of Environmental Quality

CONTRACT HISTORY FORM- AMENDMENT NO. 3

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Contractor: Tetra Tech, Inc. (Formerly PDR Engineers)
Project Name: Viley Neighborhood Stormwater Improvements
Contract Number and Date: 4365 December 10, 1998
Responsible LFUCG Division: Water Quality

CHANGE ORDER DETAILS

A. Original Contract Amount: \$ 223,000.00
Next Lowest Bid Amount:
\$ N/A

B. Amount of Selected Alternate or Phase: \$ 223,000.00

C. Cumulative Amount of All Previous Alternates or Phases: \$ 0

D. Amended Contract Amount: \$ 223,000.00

E. Cumulative Amount of All Previous Change Orders: \$ 308,953.00
138.5 %
(Line E / Line D)

F. Amount of This Change Order: \$ 31,250.00
14.0 %
(Line F / Line D)

G. Total Contract Amount: \$ 563,203.00

SIGNATURE LINES

Project Manager:  Date: 4/28/10

Reviewed by:  Date: 4/28/10

Division Director:  Date: 5-6-10

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AMENDMENT NO. 3
Viley Neighborhood Stormwater Improvements
Resolution 688-98

Purpose/Reason for Amendment:

Background

The Federal Emergency Management Agency (FEMA)/KY Division of Emergency Management (KDEEM) has approved the hazard mitigation grant application entitled Vaughn's Branch, Summerville Drive – Chantilly Street. The objective of the project is to reduce flood levels by widening the channel, enlarging culverts, and constructing a detention basin. The original contract to Tetra Tech, Inc. (formerly PDR Engineers) was recommended to the Urban County Council a selection committee and the contract was approved by the Urban County Council on December 10, 1998 in Resolution No. 688-98. The original contract was preparing the mitigation grant application, developing conceptual designs and storm water modeling of the project area, and preparing the FEMA Conditional Letter of Map Revision. The original contract was amended on May 20, 2007 to include the final design work along with Bidding and Construction Assistance activities. This amendment to the existing contract is for Tetra Tech, Inc. to revise and resubmit the hazard mitigation grant application to FEMA based on the increased cost of right-of-way acquisition, provide two (2) different sets of contract bid documents instead of one (1) set, attend four (4) Public Meetings instead of three (3) and prepare twenty (23) different construction and drainage easements instead of three (3).

Tetra Tech Scope of Work:

The proposed scope of work is included in the attached letter from Tetra Tech, Inc.

Fee:


The estimated fee to complete the work is \$31,250.

Amendment No. 3\$ 31,250.00

Owner:

Consultant:

 Jim Newberry
 Mayor
 Lexington Fayette Urban County Government
 200 East Main Street, 12th Floor
 Lexington, Kentucky, 40507


 Herbert R. Lemaster, P.E.
 Project Manager
 Tetra Tech, Inc.
 800 Corporate Dr.
 Lexington, Kentucky, 40503

 Attest


 Attest

Scope of Work (revised)
Vaughn's Branch Flood Mitigation Project
Summerville Drive to Chantilly Street
January 29, 2010

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This Revised Scope of Work is intended to supplement the original Scope of Work (dated April 23, 2007) and lists the additional items that were performed as requested.

1. Hazard Mitigation Grant Application to FEMA – Tetra Tech revised and resubmitted the Grant Application to FEMA a second time as requested by LFUCG. This was required by FEMA for additional hydraulic analysis and to reconfirm the benefit/cost ratio.
2. Coordination and Public Meetings – Tetra Tech attended 4 instead of the original 3 Public Meetings. These meetings were held at the Revival Tabernacle Church on Versailles Road, to inform the property owners in the area of the project and to receive their input.
3. Easements – 23 easements were actually prepared instead of the 3 easements that were included in the original scope of work. These easements included both temporary construction easements and permanent drainage easements. The increased effort was a prorated amount from the initial 3 easements to the ultimate 23 easements.
4. Flood Mitigation Design – Tetra Tech provided 2 complete sets of contract documents instead of 1 set of contract documents. The extra set of contract documents was prepared to bid the reinforced concrete box culverts (RCCB) out separately as a materials only contract. This extra set of contract documents included: detailed drawings describing the construction and fabrication of four (4) reinforced box culverts and a complete set of specifications including LFUCG General Conditions and the Technical Specifications for the reinforced box culverts. This was a cost saving measure that saved the LFUCG over \$50,000.

Additional Effort

Item	Original	Actual	Original Effort	Additional Effort
Revise and Resubmit Hazard Mitigation Grant Application to FEMA	-	1		\$3,850
Coordination and Public Meetings	3	4	\$10,325	\$950
Environmental Design and Permitting			\$20,000	
Surveying			34,868	
3 Easements + 1 Minor Acquisition Plat	3	23	\$1,800	\$12,000
Geotechnical			\$5,960	
Flood Mitigation Design	1 set	2 sets	\$130,000	\$14,450
Bidding and Construction			\$10,000	
Total			\$212,953	\$31,250



TETRA TECH, INC.




Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Division of Water Quality

MEMORANDUM

To: Mayor Jim Newberry
Urban County Council

From: James R. Wray 
Engineering Technician Principal

Date: May 5, 2010


Re: Resolution Authorizing Acceptance of Deed of Easement
Project No: 562 – Sherwood Drive/Robin Road Storm Water Improvement Project

The purpose of this memorandum is to request a resolution authorizing the acceptance of a deed of permanent and temporary construction easement for the Sherwood Drive/Robin Road Storm Water Improvement Project. The deed will be from Clive and Elisabeth Pohl at a cost of \$22,350.00 for the acquisition of 1,621 square feet of permanent easement and 1,378 square feet of temporary easement from the property at 813 Sherwood Drive. Fair market value has been determined in the making of this offer.

The purpose of the acquisition is for storm water management and mitigation to the existing watershed. Recommendation for the easement comes from the Division of Water Quality staff. The DWQ staff concur that the propose construction will allow for positive storm water mitigation in the immediate area as well as downstream.

Funds for the payment are currently budgeted in 2522-303204-3321-92211.

Approved by:


Charles H. Martin, P.E.
Director, Division of Water Quality
Susan Bush
Acting Commissioner, Department of
Environmental Quality

Attachments

c/w att: Darryl G. Bennett, P.E. Keith Horn Cassie Felty Gregory Lubeck, P.E. File

10.P562.406.bluesheet 813 sherwood

HORSE CAPITAL OF THE WORLD



*24 1-10

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Lexington-Fayette Urban County Government
DEPARTMENT OF ENVIRONMENTAL QUALITY

Jim Newberry
Mayor

Susan Bush
Acting Commissioner

Memorandum

To: Mayor Jim Newberry
Urban County Council

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

Date: May 12, 2010

Re: Property acquisition of 1457 Huntsville Drive Lexington, KY
Dixie Pump Station Upgrade – Consent Decree project

The purpose of this memorandum is to request a resolution authorizing the acceptance of a Memorandum of Understanding from the owner of record on property 1457 Huntsville Drive Lexington, KY (parcel #10776700). The property acquisition is needed for the Dixie Pump Station Upgrade and Force Main Improvements project. The total amount to be paid for the property is not to exceed \$97,000. Funds for this property purchase are budgeted in 4003-303408-3468-92811 Project: DIXIEPS_2010 and Activity: CONSENT_DE.

Questions regarding this agreement should be directed to LaJoyce Mullins-Williams at 425-2580.

pc: Susan Bush, Acting Commissioner, Department of Environmental Quality
Rodney Chervus, P.E., Collection and Conveyance Manager, Division of Water Quality
Brian Marcum, Director, Central Purchasing
LaJoyce Mullins-Williams, Project Engineering Coordinator, Division of Water Quality



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Lexington-Fayette Urban County Government
DEPARTMENT OF ENVIRONMENTAL QUALITY

Jim Newberry
Mayor

Susan Bush
Acting Commissioner

Memorandum

To: Mayor Jim Newberry
Urban County Council

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

Date: May 10, 2010

Re: Award of Engineering Services Agreement
Deep Springs Pump Station Upgrade and Force Main Improvements

The purpose of this memorandum is to request a resolution authorizing the award of an Engineering Services Agreement to CDP Engineers, Inc. The lump sum fee associated with the Agreement is \$109,575.00. Funds for this Agreement are budgeted in 4003-303408-3468-92811 Project: DEEPSRING_2010 and Activity: CONSENT_DE.

The purpose of this Engineering Services Agreement is to complete design services necessary to upgrade the Deep Springs Pump Station and Force Main Sewer Lines – this is a capital improvement project to be completed under the Consent Decree.

Questions regarding this agreement should be directed to LaJoyce Mullins-Williams at 425-2580.

pc: Susan Bush, Acting Commissioner, Department of Environmental Quality
Rodney Chervus, P.E., Collection and Conveyance Manager, Division of Water Quality
Brian Marcum, Director, Central Purchasing
LaJoyce Mullins-Williams, Project Engineering Coordinator, Division of Water Quality



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Lexington-Fayette Urban County Government
DEPARTMENT OF ENVIRONMENTAL QUALITY

Jim Newberry
Mayor

Susan Bush
Acting Commissioner

Memorandum

To: Mayor Jim Newberry
Urban County Council

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

Date: May 18, 2010

Re: Easement/property acquisition for Expansion Area 2A Pumping Station and Force Main project
(Pumping station and force main portion only)

The purpose of this memorandum is to request a resolution authorizing the acceptance of deeds of easements and one (1) property acquisition from the owners of record on properties needed for the Investigation and Design for Expansion Area 2A Pumping Station and Force Main project – construction contract 1 (pumping station) and contract 2 (force main). Costs not to exceed \$540,945.29. Funds are budgeted in 4003-303401-3424-92811 Project: 2AEXPANSN_2009 and Activity: CONSTRUCT.

Questions regarding this agreement should be directed to LaJoyce Mullins-Williams at 425-2580.

pc: Susan Bush, Acting Commissioner, Department of Environmental Quality
Rodney Chervus, P.E., Collection and Conveyance Manager, Division of Water Quality
Brian Marcum, Director, Central Purchasing
LaJoyce Mullins-Williams, Project Engineering Coordinator, Division of Water Quality

LFUCG
Sewer Expansion Area 2A
Easement Acquisition Cost Summary
Expansion Area 2A Pump Station and Force Main

Contract 1 – Pump Station Site

Madden and Madden (Pump Station)

Fee Simple Acquisition

Land Value per Acre inside USA= $\$100,000.00 \times 3.077 = \$307,700.00$

Land Valued per Acre outside USA= $\$25,000.00 \times 3.226 = \$80,650.00$

Total Estimated Compensation	\$388,350.00
15% Contingency	<u>\$ 58,252.50</u>
Total Project Compensation	\$446,602.50

Contract 2 – Force Main

Robert Howard Lail, Trustee

Permanent Easement

Land Value per Acre @ 50% = $\$28,600 \times 0.50 = \$14,300$

Permanent Easement Acres 0.1632

Cost of Permanent Easement \$2,333.76

Temporary Easement

Land Value per Acre @ 10% $\$28,600 \times 0.10 = \$2,860.00$

Temporary Easement Acres 0.3091

Cost of Temporary Easement \$884.03

Total Compensation \$3,217.79

Jeffrey W. Shouse

Permanent Easement

Land Value per Acre @ 50% = $\$28,604.12 \times 0.50 = \$14,302.06$

Permanent Easement Acres 0.5031

Cost of Permanent Easement \$7,195.37

Temporary Easement

Land Value per Acre @ 10% $\$28,604.12 \times 0.10 = \$2,860.41$

Temporary Easement Acres 0.7417

Cost of Temporary Easement \$2,121.57

Total Compensation \$9,316.94

North Lexington Church of Christ, Inc.

Permanent Easement

Land Value per Acre @ 50% =	$\$100,000 \times 0.50 = \$50,000.00$
Permanent Easement Acres	0.7232
Cost of Permanent Easement	\$36,160.

Temporary Easement

Land Value per Acre @ 10%	$\$100,000 \times 0.10 = \$10,000.$
Temporary Easement Acres	1.0104
Cost of Temporary Easement	\$10,104.00

Total Compensation \$46,264.00

Virginia J. Rose et al

Permanent Easement

Land Value per Acre @ 50% =	$\$100,000 \times 0.50 = \$50,000.00$
Permanent Easement Acres	0.3396
Cost of Permanent Easement	\$16,980.00

Temporary Easement

Land Value per Acre @ 10%	$\$100,000 \times 0.10 = \$10,000.00$
Temporary Easement Acres	0.5155
Cost of Temporary Easement	\$5,155.00

Total Compensation \$22,135.00

Mildred Louise Miller

Permanent Easement

Land Value per Acre @ 50% =	$\$100,000 \times 0.50 = \$50,000.$
Permanent Easement Acres	0.1285
Cost of Permanent Easement	\$6,425.00

Temporary Easement

Land Value per Acre @ 10%	$\$100,000.00 \times 0.10 = \$10,000.00$
Temporary Easement Acres	0.1635
Cost of Temporary Easement	\$1,635.00

Total Compensation \$8,060.00

Total Estimated Compensation – Force Main \$ 80,993.73

15% Contingency \$ 13,349.06

Total Project Compensation- Force Main \$ 94,342.79

NOTES:

Land Valued at \$100,000.00 per acre inside USA; \$25,000.00 per acre outside USA

Land Value per Acre = Fair Cash Value – Improvements (Ag Total – Ag Land) / (Total Acres – Improvement Acres)



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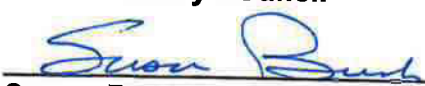
Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Commissioner's Office

Department of Environmental Quality

TO: Mayor Jim Newberry
Urban County Council

FROM: 
Susan Bush, Acting Commissioner
Department of Environmental Quality

DATE: May 14, 2010

RE: Proposed Environmental Services Agreement

For several years, the Urban County Government and various consultants have been conducting environmental assessments related to the closure of underground storage tanks (USTs) at the Fleet Services facility on Byrd Thurman Drive. The Kentucky Division of Waste Management's UST Branch is requiring additional assessment work at the site.

Attached you will find a proposed contract to be executed by Shield Environmental Associates, Inc. (Shield) and LFUCG. Under the contract, which replaces a previous agreement approved by the Urban County Council, Shield will perform services necessary to comply with the state's request and ultimately complete the closure of the USTs. The amended contract is needed because the firm previously retained for that project has merged with Shield, and state regulations require that contracts be submitted any time an existing contract is revised.

All charges incurred by Shield will be reimbursed by the state Petroleum Storage Tank Environmental Assurance Fund, resulting in no cost to LFUCG.

The attached contract has been reviewed and revised by the Department of Law. We respectfully request that it be signed and submitted for approval by the Urban County Council.

I appreciate your consideration of this request. Please contact me at 425-2800 if you have any questions or need additional clarification.

Cc: File

HORSE CAPITAL OF THE WORLD

SHIELD SERVICES AGREEMENT

This agreement is made and entered into as of the _____ of _____, 2010, by and between Shield Environmental Associates, Inc., a corporation registered in Kentucky with its principal place of business located at 948 Floyd Drive, Lexington, Kentucky 40505, hereinafter referred to as "SHIELD.", and Lexington Fayette Urban County Government with its principal place of business located at 200 East Main Street, Lexington, Kentucky 40507, hereinafter referred to as "CLIENT."

This agreement is for work to be performed by SHIELD and accepted by the CLIENT pursuant to the terms and conditions of the accompanying agreement, incorporated herein by reference and any attachments or exhibits thereto, all of which are incorporated herein as if set out in full.

I. SCOPE OF SERVICES

SHIELD shall provide to CLIENT non-exclusive environmental support and corrective action services as more specifically described as follows:

Provide environmental consulting and corrective action services to multiple facilities designated by the CLIENT as requiring such activities (services, labor, and materials, or "the work"). The majority of the facilities covered by this contract will be petroleum storage facilities such as service stations. The majority of corrective action activities required at these facilities will be site investigation and remedial actions associated with releases (leaks, spills, etc.) from either active or inactive underground storage tanks or surface releases. Other requested activities will be designated by the CLIENT.

For those service station facilities located in Kentucky, the work will consist of corrective action activities as defined and/or directed by the Kentucky Division of Waste Management (KDWM), Underground Storage Tank Branch (USTB), also referred to as "the Cabinet". Such corrective action activities include drilling, tank removal activities (if requested), sampling, reporting, laboratory analysis, waste disposal, and other incidental tasks determined to be necessary and reasonable in order to obtain No Further Action ("NFA", or "closure") status at a subject facility.

The work will be performed at those facilities designated in Exhibit 1. It is agreed to and understood by both parties that the CLIENT may elect to add additional facilities to the list in Exhibit 1. Such additions may be made by the CLIENT to SHIELD, thus binding the work done at the facility to the terms and conditions set forth herein.

II. INSURANCE DOCUMENTATION AND INDEMNIFICATION

Attached as Exhibit 2 are SHIELD's certificates of workers' compensation insurance and general liability insurance.

SHIELD shall defend, indemnify, and hold harmless OWNER from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees, that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by: (a) SHIELD's negligent acts or intentional misconduct, or errors or omissions, in connection with the performance of this contract, (b) SHIELD's performance or breach of the contract provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use and not caused by a negligent act or omission, or the willful misconduct of the OWNER, or (c) the condition of any premises, equipment or other property being used or operated by the SHIELD in connection with the performance of this contract. In the event OWNER is alleged to be liable based upon the actions or inactions of SHIELD, SHIELD

shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by OWNER, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this contract.

III. FEES

III-a. Kentucky Reimbursement Work

For those service station facilities located in Kentucky for which corrective action activities qualify for reimbursement through the Petroleum Storage Tank Environmental Assurance Fund (PSTEAF, or "the Fund"), the work will be performed at the rates approved and acceptable to the Fund. Those rates in effect as of the date of this agreement are included as Exhibit 3. It is understood by both parties that these rates may change as future regulation changes are made. Should future regulations affect this rate schedule, a revised rate schedule will be provided to the CLIENT and will supercede Exhibit 3 with the effective date being the date the regulation change goes into effect.

Until the deductible (or "entry level") set by the Fund is met, CLIENT agrees to pay its share of all of such charges on payment terms of Net 30 days from date of invoice. SHIELD agrees to provide CLIENT with a detailed description of services performed for CLIENT and the fees and charges associated with such services on a form approved by CLIENT.

If reimbursement from the Fund is sought and attained, and the CLIENT's entry level has been met, SHIELD agrees to accept payment for services in the amount actually approved and reimbursed by the Fund. The CLIENT will not be responsible for payment of any costs over and above the amount actually reimbursed by the Fund. CLIENT agrees to sign the Fund's claim form and any other required documents, and return such forms to SHIELD. CLIENT allows SHIELD to request reconsideration of any determination made by the Fund on their behalf. If the Fund becomes insolvent or unable to render payment for the work within a period not to exceed 90 days, work will cease until alternative financial arrangements are made.

III-b. Other Reimbursement Work

If, at CLIENT'S discretion, SHIELD is directed to perform work in states other than Kentucky which have a reimbursement program in place, the terms identified under Item II-a will apply. In such case, SHIELD agrees to perform all such work in a diligent effort to maximize CLIENT's reimbursement of costs for said work.

IV. SOLE AND EXCLUSIVE STANDARD BY WHICH SHIELD'S PERFORMANCE IS MEASURED

SHIELD WILL PERFORM THE WORK UNDER THIS AGREEMENT AS AN INDEPENDENT CONTRACTOR/CONSULTANT UTILIZING REASONABLE CARE AND SKILL IN ACCORDANCE AND CONSISTENT WITH CUSTOMARY INDUSTRY STANDARDS AND EXERCISED UNDER SIMILAR CONDITIONS BY CONTRACTORS/CONSULTANTS PERFORMING THESE SERVICES AT THE SAME TIME AND IN THE SAME OR SIMILAR LOCALITY. THIS STANDARD OF CARE IS THE SOLE AND EXCLUSIVE STANDARD OF CARE THAT WILL BE APPLIED TO MEASURE SHIELD'S PERFORMANCE OF THE WORK. THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES MADE BY SHIELD EXCEPT THOSE INCLUDED SPECIFICALLY HEREIN. IN PARTICULAR, BUT NOT BY WAY OF LIMITATION, NO IMPLIED WARRANTY OR MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

All recommendations, findings, and conclusions made by SHIELD will be made to the best of SHIELD's knowledge, opinion, and belief, based upon information CLIENT made available to SHIELD at the time of review, and upon a variety of factors which may include, but are not limited to the following: federal, state, and local laws, rules, codes, regulations and ordinances; market conditions; energy cost wage rates; and political climate. A change of any of the factors upon which the review is based may adversely affect the recommendations, findings, and conclusions, if any, expressed by SHIELD.

**V. SHIELD'S WORK IS EXCLUSIVELY FOR CLIENT,
AND EXCLUSIVELY FOR THE PURPOSES CONTEMPLATED
BY THE PARTIES WITH RESPECT TO THIS AGREEMENT,
AND CLIENT HAS LEGAL AUTHORITY TO EXECUTE
AGREEMENT ON BEHALF OF OWNER(s).**

The work to be performed by SHIELD under this Agreement is solely for the benefit of CLIENT. This Agreement shall not be construed as creating any contractual relationship of any kind between SHIELD and any third party. It is the intent of SHIELD and CLIENT that there are no third party beneficiaries of this Agreement. The fact that CLIENT may enter into other agreements with third parties that provide SHIELD the authority to inspect or reject work being performed by the third party shall not give rise to any duty or responsibility on the part of SHIELD in favor of such third party.

Further, CLIENT covenants and agrees that CLIENT has full legal authority, as agent, to contract for all of the owner(s) and agrees that representations, warranties, and indemnification provided herein extend to SHIELD and its agents on behalf of these parties, but the work performed will not give rise to any responsibility on the part of SHIELD and its agents to these third parties.

VI. TERMS AND CONDITIONS OF FIELD WORK

SHIELD is to have free access to the applicable properties at the times and on the dates field activities are scheduled, upon reasonable notice to CLIENT.

SHIELD shall take reasonable and customary precautions to locate all underground utilities, tanks, lines and cables or other underground utilities before performing field work that might damage underground utilities tanks, lines, cables or other underground structures.

Monthly invoices are due and payable in U.S. dollars as indicated in Section II. Invoices not paid within thirty (30) days of date of invoice are subject to an interest charge of one and one-half percent (1.5%) on the outstanding balance for each month or portion thereof beyond the payment period.

SHIELD reserves the right to revise its fee schedule subject to thirty (30) days notice for any work done after notice of any revised fee schedule. In the event SHIELD revises its fee schedule, CLIENT shall have fifteen (15) days from receipt of notice of the revision to determine whether to terminate this agreement. If this agreement is terminated, SHIELD agrees to deliver to CLIENT all work product, reports, drafts and other documents prepared pursuant to this agreement within fifteen (15) days of notice of termination. Any revision to the work scope shall be pursuant to a change order agreed to in advance by CLIENT and made a part of this agreement.

VII. DISCLAIMER

The procedures performed do not assure that contamination will be detected or that contamination detected is indicative of the full scope of possible contamination at the site. Further, the lab analysis and organic vapor analyzer readings must be viewed as an indication only of conditions in the borings drilled. Further testing in any boreholes

or in groundwater sampling can produce different test results. However, nothing in this section limits or modifies the standard by which SHIELD's performance will be measured as provided in Section III of this Agreement.

VIII. COMPLETE AGREEMENT

This Agreement, along with its attachments, including the SHIELD proposal incorporates all of the previous and contemporaneous discussions, representations, understandings, and agreements between the parties with respect to the subject matter of this Agreement. The terms and conditions expressed in this agreement shall not be altered except in writing, signed by both parties.

IX. APPLICABLE LAW

This Agreement is governed by, and will be construed in accordance with the laws of the State of Kentucky.

X. MISCELLANEOUS

Nothing in this Agreement shall relieve or alter the respective responsibilities of SHIELD and CLIENT under applicable statutes, regulations and other legal authority. If environmental conditions are such that disclosure should be made to an environmental agency, it will be the CLIENT's responsibility to make such notification; SHIELD will make such notification on behalf of CLIENT as CLIENT may request. CLIENT agrees to allow SHIELD to sign non-hazardous waste manifests in order to properly manage such wastes (Exhibit 5); however, CLIENT agrees sign any and all hazardous waste manifests, as necessary.

SHIELD will not be responsible for the costs of removing any underground storage tank systems and performing emergency response activities, unless the costs for removing such systems or performing emergency response are reimbursable by the Fund or paid by CLIENT in accordance with the terms of Section III-a. In such case, the terms and conditions set forth in applicable sections of this agreement shall apply.

SHIELD agrees to remain in good standing with the Fund and any other entity necessary to perform the required services, and shall maintain required registrations, permits, etc. required to maintain good standing.

CLIENT will be responsible for payment of any fees, taxes or other payments owed to the State or other agency that are deducted from any reimbursement check, and agrees to reimburse SHIELD for any such deductions, should they occur, within 30 days of the date of the reimbursement check.

XI. AUTHORIZED SIGNATURES

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

SHIELD ENVIRONMENTAL ASSOCIATES, INC.

By: 

Date: 5/6/10

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: _____

Date: _____

EXHIBIT 3

SHIELD ENVIRONMENTAL ASSOCIATES, INC.
Engineering and Environmental
PSTEAF Labor Rates & Expense Schedule

Direct Labor:

Engineers/Geologists:

Licensed Engineer		EG2	110.00 hour
		EG1	92.00 hour
Registered Geologist		EG2	110.00 hour
		EG1	92.00 hour
Engineer/ Geologist	III	TG3	88.00 hour
	II	TG2	75.00 hour
	I	TG1	70.00 hour

Scientist	Senior	SP5	85.00 hour
	IV	SP4	75.00 hour
	III	PS3	70.00 hour
	II	PS2	65.00 hour
	I	SP1	60.00 hour

Technicians:	Senior	ET5	65.00 hour
	IV	ET4	60.00 hour
	III	ET3	55.00 hour
	II	ET2	50.00 hour
	I	ET1	45.00 hour

Design/Draftperson:	Senior	CD5	60.00 hour
	IV	CD4	55.00 hour
	III	CD3	50.00 hour
	II	CD2	45.00 hour
	I	CD1	40.00 hour

Word Processor:	Senior	CL5	45.00 hour
	IV	CL4	40.00 hour
	III	CL3	35.00 hour
	II	CL2	30.00 hour
	I	CL1	25.00 hour

Direct Expenses:

Subcontract Services	Cost plus 15%
Subcontract Disposal	Cost plus 8%
Travel, Field Supplies, Non-listed Direct Expenses	Cost plus 15%
Field Equipment –Invoiced at Rental Rates per Current Schedule	

SHIELD ENVIRONMENTAL ASSOCIATES, INC.
PSTEAF Equipment Rental Rate Schedule

Tools of the trade	50.00 day
Field Equipment	150.00 day
Vehicle and personnel	1.80 mile
Photoionizing Detector (PID)	75.00 day
Flame Ionizing Detector (FID)	95.00 day
LEL Meter	35.00 day
pH Meter	20.00 day
Drum	35.00 each
Survey Equipment	45.00 day
DO meter	30.00 day
Conductivity meter	20.00 day
Concrete Saw (Push type)	80.00 day
Concrete Saw	55.00 day
Generator	50.00 day
Air compressor (<190 CFM)	85.00 day
Air compressor (≥190 CFM)	165.00 day
500-gallon water truck	75.00 day
800-gallon water truck	175.00 day
Backhoe, trailer and accessories	55.00 hour
Trackhoe, trailer and accessories	100.00 hour
Self-contained steam cleaning unit	125.00 day
Steam cleaner	85.00 day
Power hand auger	50.00 day
Jackhammer	75.00 day
Grout Unit	75.00 day
Copies	0.10 page
Facsimiles	1.25 page
Pump Test	
8-hr test	1720.00 test
12-hr test	2040.00 test
24-hr test	3000.00 test
Slug Test	500.00 well
DPE Event (24-hr day)	3000.00 day
Additional days (prorated)	1500.00 day

Note: All equipment is subject to availability. Any equipment rented from outside suppliers will be invoiced at cost plus 15%.



253-10

Lexington-Fayette Urban County Government
DEPARTMENT OF ENVIRONMENTAL QUALITY

Jim Newberry
Mayor

Cheryl Taylor
Commissioner

Memorandum

To: Mayor Jim Newberry
Urban County Council

From: Susan C. Bush
Susan C. Bush, Acting Commissioner
Department of Environmental Quality

Date: May 17, 2010

RE: Purchase of Service Agreement
UK Arboretum

The purpose of this memorandum to request a resolution authorizing the purchase of service agreement with the UK Arboretum. The lump sum fee associated with this purchase of service agreement is \$50,000. Funds for this agreement are budgeted in 4051-313201-3093-71299.

The purpose of this agreement is to enable the Arboretum to prepare and present several different workshops related to improving water quality for the general public. This agreement complies with the April 6, 2009 recommendation of the Storm Water Task Force.

Questions regarding this agreement should be directed to Susan Bush at 425-2800.



250-10

Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry
Mayor

Linda L. Rumpke
Commissioner

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

**FROM: IRENE GOODING, ACTING DIRECTOR
DIVISION OF COMMUNITY DEVELOPMENT**

DATE: MAY 18, 2010

**SUBJECT REQUEST COUNCIL AUTHORIZATION TO EXECUTE GREENQUEST
ENERGY AWARENESS SPONSOR LICENSE AGREEMENT WITH ENERGY
CAP, INC FOR ENERGY AWARENESS WEBSITE UNDER THE ENERGY
EFFICIENCY AND CONSERVATION BLOCK GRANT**

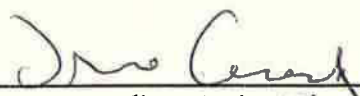
On November 19, 2009 (Ordinance No. 243-2009), Council approved acceptance of federal funds from the U.S. Department of Energy under the Energy Efficiency and Conservation Block Grant, authorized by the American Recovery and Reinvestment Act of 2009. One of the approved activities is Community Energy Awareness which includes innovative software hosted on an LFUCG web page that would allow residents, non-profits and businesses, at no cost, to track energy consumption, compare their facility against similar buildings, and calculate their carbon footprint. EnergyCAP is a sole source vendor for this project because no comparable product exists, based upon an extensive website search. GreenQuest is unique in that it allows up to three utilities to be tracked. LFUCG Department of Information Technology has approved use of this license.

The Agreement in the amount of \$8,100 provides for LFUCG to offer a link to the Greenquest Energy Awareness site from the LFUCG website. The amount covers a three year sponsorship.

Funds are budgeted as follows:

FUND	DID	SECT	ACCOUNT	BUD REF	PROJECT	ACTIVITY
3210	313201	3093	96202	2010	EEBCG R 2010	E EDUC

Council authorization to execute agreement with EnergyCAP, Inc., is hereby requested.


Irene Gooding, Acting Director

Xc: Susan Bush, Acting Commissioner of the Department of Environmental Quality



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Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATIONJim Newberry
MayorLinda L. Rumpke
Commissioner

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

**FROM: IRENE GOODING, ACTING DIRECTOR
DIVISION OF COMMUNITY DEVELOPMENT**

DATE: MAY 11, 2010

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO EXECUTE PROFESSIONAL SERVICE
AGREEMENT WITH SUSANNA MOBERLY AND ROSEMARY DAILEY, SEXUAL
ASSAULT NURSE EXAMINERS, 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 contracting with certified Sexual Assault Nurse Examiners (S.A.N.E.s) to serve on call twenty-four hours a day to respond to calls for examinations at the University of Kentucky Emergency Room.

The attached Professional Services Agreements with Rosemary Dailey and Susanna Moberly for the period of June 1, 2010, through December 31, 2010, outline the responsibilities and compensation. Funds for these services are budgeted as follows:

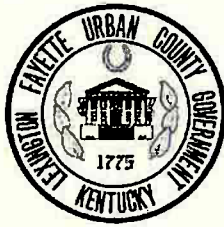
FUND	DEP ID	SECTION	PROJECT	ACTIVITY	BUD REF	ACCOUNT	AMOUNT
3140	505506	5561	SANE_2010	FED_GRANT	2010	71299	\$35,520
3140	505506	5561	SANE3_2010	STA_GRANT	2010	71217	\$24,150

The funds budgeted in SANE_2010 are for the purpose of paying contractual nurses for on-call duty and for reimbursement for liability insurance. The funds budgeted in SANE3_2010 are for payment of nurses for forensic examinations. These funds come from the state's Crime Victims Compensation Board.

Council authorization to execute the Professional Services Agreements with Rosemary Dailey and Susanna Moberly is hereby requested.


Irene Gooding, Acting Director

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



245-10⁷⁴

Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry
Mayor

Linda L. Rumpke
Commissioner

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

**FROM: IRENE GOODING, ACTING DIRECTOR
DIVISION OF COMMUNITY DEVELOPMENT**

DATE: MAY 17, 2010

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO EXECUTE MEMORANDUM
OF UNDERSTANDING WITH THE JUSTICE AND PUBLIC SAFETY
CABINET, DEPARTMENT OF CRIMINAL JUSTICE TRAINING,
EXTENDING THE PERFORMANCE PERIOD FOR THE COLD CASE
RESOLUTION PILOT PROJECT**

On December 8, 2009 (Ordinance No. 264-2009), the Urban County Council approved the acceptance of federal funds in the amount of \$80,000 from the Kentucky Justice and Public Safety Cabinet, Department of Criminal Justice Training for use by Lexington-Fayette Urban County Government's Division of Police for overtime, training, travel, and professional services in the resolution of cold cases.

The Department of Criminal Justice Training has offered the LFUCG a Memorandum of Understanding for the purpose of extending the performance period through December 31, 2010.

Council authorization to execute Memorandum of Understanding is hereby requested.


Irene Gooding, Acting Director

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



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255-10

Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry
Mayor

Linda L. Rumpke
Commissioner

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

**FROM: IRENE GOODING, ACTING DIRECTOR
DIVISION OF COMMUNITY DEVELOPMENT**

DATE: MAY 17, 2010

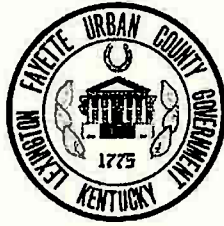
**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO SUBMIT
APPLICATION, AND ACCEPT AWARD IF OFFERED, TO THE
FIREMAN'S FUND INSURANCE COMPANY FOR FUNDS TO
PURCHASE AN ALL-TERRAIN TRANSPORT**

The Division of Fire and Emergency Services has prepared an application for submission to the Fireman's Fund Insurance Company in the amount of \$5,000 for purchase of an All-Terrain Transport from Emergency Equipment Rescue. This equipment, towed by an all-terrain vehicle, carries a stretcher along with an EMS attendant and EMS equipment and is helpful when the person being rescued/treated is quite a distance from a road.

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

Irene Gooding, Acting Director

Xc: Tim Bennett, Commissioner, Department of Public Safety



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry
Mayor

Linda L. Rumpke
Commissioner

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

**FROM: IRENE GOODING, ACTING DIRECTOR
DIVISION OF COMMUNITY DEVELOPMENT**

DATE: MAY 17, 2010

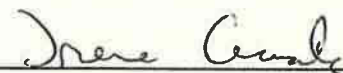
**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO SUBMIT
APPLICATION TO THE KENTUCKY OFFICE OF HOMELAND
SECURITY REQUESTING FEDERAL FUNDS FOR
STRUCTURAL COLLAPSE RESCUE EQUIPMENT UNDER THE
2010 STATE HOMELAND SECURITY GRANT PROGRAM**

The Kentucky Office of Homeland Security is accepting applications from local governments requesting federal funding from the Fiscal Year 2010 Homeland Security Grant Program. This federally funded program, originating from the Department of Homeland Security, provides financial assistance to the states to prevent, respond to, and recover from acts of terrorism. The states have the responsibility for apportioning funding to local governments. All projects must be related to the Goals and Objectives of the State Homeland Security Strategy. No matching funds are required.

The Division of Fire and Emergency Services has prepared the following application:

Con Space Delsar Acoustic Listening Device (Structural Collapse Specialized Equipment)— This equipment is able to detect a person breathing under a rubble pile. It is designed for operation in the rugged urban search and rescue environment that is created by a structural collapse. This is the only major piece of equipment still needed to round out the inventory of the Division of Fire and Emergency Services's Technical Rescue Program. The presence of this equipment greatly improves the potential to discover trapped persons who are still alive, help provide a more precise location of them, and be able to monitor life signs. The cost of equipment is \$18,000.

Council authorization to submit the application is hereby requested.


Irene Gooding, Acting Director

Xc: Tim Bennett, Commissioner, Department of Public Safety



254-10

77

Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry
Mayor

Linda Rumpke
Commissioner

MEMORANDUM

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

FROM: 
Leslie Jarvis, Acting Director
Division of Human Resources

DATE: May 17, 2010

RE: Transfer Positions—From Division of Computer Services to Division of Emergency Management/911

The attached action amends Section 21-5 of the Code of Ordinances, transferring one (1) position of GIS/Programmer Analyst (Grade 117E) and one (1) position of GIS Specialist (Grade 114N) and the incumbents from the Division of Computer Services to the Division of Emergency Management/911 effective upon passage of Council.

The positions have been given new responsibilities that are associated with the Address Hearing Board as well as address enforcement which are directly related to E911 and are therefore better utilized in the Division of Emergency Management/911.

The positions are currently funded at ninety (90) percent E911 fund and ten (10) percent General fund. The funding will remain unchanged. There is no fiscal impact with this action.

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

Attachment

cc: Rama Dhuwaraha, Chief Information Officer
Tim Bennett, Commissioner - Department of Public Safety
Mike Nugent, Director - Division of Computer Services
David Lucas, Director - Division of Emergency Management/911
Darrylyn Combs, HR Manager, Division of Human Resources
Jim Dodson, HR Analyst, Division of Human Resources

Log # 10-0067



239-10 78

Lexington-Fayette Urban County Government
OFFICE OF THE MAYOR

Jim Newberry
Mayor

To: Mayor Jim Newberry and the Urban County Council

From: Anna Hartje
Anna Hartje

Date: May 13, 2010

Re: Repeal of Article XXII of the Code of Ordinances

We are requesting approval to repeal Article XXII of the Code of Ordinances which currently provides authorization for the organization, board of directors, meetings and quorum for the One-Parent Family Facility Corporation, also known as, Virginia Place.

The boards of One-Parent Family Facility Corporation and The Hope Center have agreed to allow the operational control to pass from One-Parent Family Facility Corporation Board to the Hope Center Board of Directors. The Lexington-Fayette Urban County Government does not support the One-Parent Family Facility Corporation through funding or other means. The One-Parent Family Facility wishes to operate independently of Lexington-Fayette Urban County Government. Furthermore, the One-Parent Family Facility and the Hope Center Board wish to make the appointment of board members to the board. The By-laws of the One-Parent Family Facility Corporation were amended on April 1, 2010 to reflect the approved changes by the board.



249-10 79

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Division of Economic Development

MEMORANDUM

TO: Mayor
Urban County Council

FROM: Anthony Wright *AW*
Mayor's Office of Economic Development

DATE: May 18, 2010

SUBJECT:: HFL Sport Science, Inc.

The attached documentation from Commerce Lexington supports the request of 1% occupational license tax abatement for HFL Sport Science, Inc. as part of their participation in Kentucky Business Investment (KBI) Incentive program.

The documentation provides the estimated payroll for HFL Sport Science and the Lexington-Fayette Urban County Government's portion of the wage assessment going toward this incentive for a period of ten years. HFL Sport Science, Inc. is a new company to Lexington and the Lexington-Fayette Urban County Government will receive new revenue at a rate of 1.25% for the 48 new jobs this company will create in Fayette County.


Attachment
Commerce Lexington Letter,
Kentucky Business Investment Program
HFL Sport Science, Inc.

cc: File

HORSE CAPITAL OF THE WORLD

200 East Main Street Lexington, KY 40507 (859) 258-3100 Fax (859) 258-3194 www.lfucg.com

TO: Mayor Jim Newberry
Lexington Fayette Urban County Council

FROM: 
Gina Greathouse
Senior Vice President, Economic Development, Commerce Lexington Inc.

DATE: April 27, 2010

RE: Kentucky Business Investment program
HFL Sport Science, Inc.

HFL Sport Science, Inc. has submitted an application to and received preliminary approval from the Kentucky Economic Development Finance Authority to participate in the Kentucky Business Investment (KBI) program. HFL's decision to invest in our community and establish a new equine drug testing laboratory in Lexington will create wealth and provide additional job opportunities for the citizens of Lexington and Fayette County and the surrounding area.

The company plans to add 48 new high-tech jobs with an average wage of approximately \$40,000 per year plus benefits. HFL estimates its total capital investment costs to be approximately \$4,163,000 in new start-up costs which includes office and lab equipment, building improvements and annual rent for 10 years.

With the KBI program, the state and local government enter into a ten-year agreement with an approved company under which the business can recover up to 100% of its start-up costs and 50% of the annual rent costs through Kentucky corporate income tax credits and a wage assessment fee of up to 4%. Although the company may not actually use the full KBI benefit, we demonstrate in the chart below the maximum amount that the company could recover through the local 1% wage assessment.

HFL Sport Science, Inc.
 April 27, 2010
 Page 2

The maximum potential fiscal impact of this project is summarized in the following table.

New		Total	KY portion	LFUCG portion	LFUCG
F-T	Total	Wage	of Wage	of Wage	Projected
Jobs	Payroll	Assessment	Assessment	Assessment	Collections
24	\$1,075,000.00	\$43,000.00	\$32,250.00	\$10,750.00	\$13,437.50
35	\$1,443,700.00	\$57,748.00	\$43,311.00	\$14,437.00	\$18,046.25
45	\$1,766,500.00	\$70,660.00	\$52,995.00	\$17,665.00	\$22,081.25
45	\$1,766,500.00	\$70,660.00	\$52,995.00	\$17,665.00	\$22,081.25
45	\$1,766,500.00	\$70,660.00	\$52,995.00	\$17,665.00	\$22,081.25
46	\$1,805,500.00	\$72,220.00	\$54,165.00	\$18,055.00	\$22,568.75
46	\$1,805,500.00	\$72,220.00	\$54,165.00	\$18,055.00	\$22,568.75
47	\$1,844,500.00	\$73,780.00	\$55,335.00	\$18,445.00	\$23,056.25
47	\$1,844,500.00	\$73,780.00	\$55,335.00	\$18,445.00	\$23,056.25
48	\$1,883,500.00	\$75,340.00	\$56,505.00	\$18,835.00	\$23,543.75
	\$17,001,700.00	\$680,068.00	\$510,051.00	\$170,017.00	\$212,521.25

This is an excellent project for our community and I strongly recommend approval of the local 1% wage assessment benefit through KBI.

CC: Anthony Wright, LFUCG

LEXINGTON-FAYETTE URBAN COUNTY COUNCIL***Memorandum*****244-10**

May 17, 2010

Amend Resolution No. 235-2010

Delete request to execute agreements with LexLinc for \$200.00. This amount should be included and considered part of \$1150.00 agreement to Lexington Local Investment Commission aka LEXLINC. Refer to original NDF list and memo of request (ATTACHED) as back up documentation.

Thank you,

Vicki Steele, NDF Coordinator,
Urban County Council Office

Neighborhood Development Funds
April 13, 2010 Work Session

211-5 4/21/2010

Council Member	Amount	Recipient	Purpose
Henson	\$200.00	LexLinc	support for Back-To-School rallies to be held in 20 Lexington neighborhoods on Saturday, August 7, 2010
Gray	\$150.00	Lexington Local Investment Commission	
Gorton	\$150.00	436 Georgetown St.	
Ellinger	\$50.00	Lexington, KY 40508	
James	\$200.00	attn: Catherine Warner, Project Coordinator	
Beard	\$100.00		
Feigel	\$25.00		
Stinnett	\$50.00		
Crosbie	\$25.00		
Myers	\$50.00		
McChord	\$50.00		
Martin	\$50.00		
Lane	\$50.00		
	\$1,150.00		
Crosbie	\$1,000.00	The Golf Townhouses of Andover Estate Section, Homeowners Assoc. Inc. Attn: Edwin M. Gibson	assistance with pruning and maintenance of 21 street trees bordering Forest Hill Drive
		c/o EMG Management Services	
		141 Properous Place #21B	
		Lexington, KY 40509	
Crosbie	\$250.00	The Police Athletic/Activities League of Lexington Inc. c/o Connie Davis Rayford	support the youth boxing program of the PAL of Lexington
		1625 Russell Cave Road	
		Lexington, KY 40505	
Crosbie	\$250.00	Woodhill Neighborhood Assoc. Inc. c/o Frank Campbell	support Woodhill N/A youth baseball program
		2467 Plumetree Court	

244-10

LEXINGTON-FAYETTE URBAN COUNTY COUNCIL

Memorandum

244-10

TO: Jim Gray
Vice Mayor

FROM: _____
Peggy S. Henson
11th District Councilmember

DATE: April 6, 2010

SUBJECT: Neighborhood Development Fund

Please add to the Neighborhood Development Fund allocation list \$ _____ to be used for the following:

Support for the Back to School rallies to be held in twenty Lexington neighborhoods on Saturday, August 7, 2010. This initiative helps prepare low-income children for coming school year by distributing backpacks full of necessary school supplies.

The recipient's name and address are:

LexLinc

(Assumed Name Corporation for the Lexington Local Investment Commission)

Catherine Warner, Project Coordinator

436 Georgetown Street

Lexington, KY 40508

Thank you.

Jim Gray	\$150
Linda Gorton	\$150.00
Chuck Ellinger, II	\$50-
Andrea James	\$200.00
Tom Blues	_____
Diane Lawless	_____
Julian Beard	\$100.00
Cheryl Feigel	\$25.-

Kevin Stinnett	\$50.00
K.C. Crosbie	\$25-
George Myers	\$50.00
Jay McChord	\$50.00
Doug Martin	\$50-
Peggy Henson	\$200.00
Ed Lane	\$50-
TOTAL	\$1150

cc: Vicki Steele, NDF Coordinator

attachments



240-10

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Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry
Mayor

Linda L. Rumpke
Commissioner

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

**FROM: IRENE GOODING, ACTING DIRECTOR
DIVISION OF COMMUNITY DEVELOPMENT**

DATE: MAY 10, 2010

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO EXECUTE AGREEMENT
WITH GREATER FAITH APOSTOLIC CHURCH (BOY SCOUT TROOP
NO. 238) FOR PARTICIPATION IN THE ADOPT-A-SPOT ROADWAY
CLEANUP PROGRAM— FY 2010**

The Lexington-Fayette Urban County Government is a recipient of state funds from the Kentucky Pride Fund providing for litter cleanups on Fayette County roadways. The LFUCG Department of Public Works uses a portion of these funds to support the Adopt-a-Spot program. The Adopt-a-Spot program includes the participation of non-profit organizations who conduct litter pickups on designated roadways four times per year. This program, modeled after a successful state adopt-a-spot program, was implemented several years ago in response to a request from citizens who voiced a need for litter pick-up on public roadways. The dollar amounts are based upon mileage and difficulty.

An Agreement is proposed with Greater Faith Apostolic Church (Boy Scout Troop No. 238) in the amount of \$522.98 that will conduct clean-ups in Inner city Area Number 3 which is Reed Lane from Clays Mill Road to South Port Drive, Lafayette Parkway from Rosemont Garden to Spring Hill Drive, West Vista Drive from West Picadome to Reed Lane, Southland Drive from Rosemont Garden to Nicholasville Road.

Funds are budgeted as follows:

FUND	DEPT ID	Section	ACCT	PROJECT/GRANT	BUD REF	ACTIVITY
3400	303301	0001	71299	KYPRIDE 2010	2010	STA GRANT

Council authorization to execute agreement is hereby requested.


Irene Gooding, Acting Director

Xc: James M. Webb, Commissioner of Department of Public works



247-10

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Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry
Mayor

Linda L. Rumpke
Commissioner

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

**FROM: IRENE GOODING, ACTING DIRECTOR
DIVISION OF COMMUNITY DEVELOPMENT**

DATE: MAY 17, 2010

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO EXECUTE AMENDMENTS TO
AGREEMENTS FOR ITS/CMS (INTELLIGENT TRANSPORTATION
SYSTEM/CONGESTION MANAGEMENT SYSTEM) TRAFFIC IMPROVEMENTS
PROJECT FOR FY 2009 AND FY 2010**

On April 9, 2009 (Ordinance # 50-2009), the Kentucky Transportation Cabinet awarded the Lexington-Fayette Urban County Government federal funds for the ITS/CMS (Intelligent Transportation System/Congestion Management System) Traffic Improvements Project. This project expires on June 30, 2010.

On May 7, 2009 (Ordinance # 68-2009), the Kentucky Transportation Cabinet awarded the Lexington-Fayette Urban County Government federal funds for the ITS/CMS (Intelligent Transportation System/Congestion Management System) Traffic Improvements Project. This project expires on June 30, 2010.

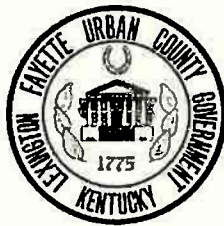
Funded from the Federal Surface Transportation Program Metropolitan Lexington (SLX), these projects include three general initiatives: enhancements to the Lexington Traffic Management Center; enhancements in traffic signal system data collection, communication, and vehicle detection; and upgrades to the traffic signal system. Funds are used for personnel overtime, professional services, professional development, operating supplies, traffic signal upgrades, traffic signal controllers, traffic counters and monitors, radar data collection equipment, and illuminated street signs.

The Kentucky Transportation Cabinet has offered the LFUCG two amendments extending the performance periods of both projects through June 30, 2011. No other changes are proposed.

Council authorization to execute Amendments Number One to two ITS/CMS Traffic Improvement projects is hereby requested.


Irene Gooding, Acting Director

Xc: James M. Webb, Commissioner of Public Works and Development



248-10

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Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry
Mayor

Linda L. Rumpke
Commissioner

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

**FROM: IRENE GOODING, ACTING DIRECTOR
DIVISION OF COMMUNITY DEVELOPMENT**

DATE: MAY 17, 2010

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO EXECUTE
AMENDMENT TWO TO AGREEMENT WITH KENTUCKY
TRANSPORTATION CABINET FOR AIR QUALITY PLANNING
AND MOBILITY COORDINATION PROJECTS, EXTENDING
THE PERFORMANCE PERIOD AND PROVIDING ADDITIONAL
FEDERAL FUNDS FOR FISCAL YEAR 2011**

The Kentucky Transportation Cabinet has offered the Lexington-Fayette Urban County Government an amendment (number two) to complete the activities funded under the Air Quality Planning and Mobility Coordination projects in Fiscal Year 2010, and to provide federal funding for Fiscal Year 2011.

The purpose of the Air Quality Planning project is to ensure compliance with the Clean Air Act and amendments as they apply to the Lexington Metropolitan Planning area. The program oversees activities to help improve air quality and conducts analyses required to demonstrate conformity with ozone and particulate matter standards. Additional federal funding in the amount of \$54,000 is provided, requiring a local match in the amount of \$13,500, for a total cost of \$67,500. Local match has been requested in the 2011 general fund budget.

The purpose of the Mobility Coordination project is to serve as the point of contact for all inquiries concerning transportation providers and ride matching. The program coordinates passenger trip requests, coordinates and administers the LexVan vanpool program, and includes a marketing campaign to promote alternative transportation modes and services. Additional federal funding in the amount of \$102,000 is providing, requiring a local match in the amount of \$25,500. This is an in-kind match generated by documenting the value of Public Service Announcements that are aired on behalf of the project.

The original agreement for these projects was approved by Council on May 22, 2008 (Ordinance # 108-2008). Amendment Number One was approved by Council on April

23, 2009 (Ordinance No. 55-2009). On April 22, 2010 (Ordinance No. 65-2010), Council approved acceptance of federal funds for these two projects for the 2011 Fiscal Year, subject to the availability of sufficient funds in FY 2011.

Council authorization is hereby requested to execute Amendment Number Two to Agreement with Kentucky Transportation Cabinet extending Air Quality Planning and Mobility Coordination projects.



Irene Gooding, Acting Director

XC: James M. Webb, Commissioner of Public Works and Development



252-10

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Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry
Mayor

Linda L. Rumpke
Commissioner

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

**FROM: IRENE GOODING, ACTING DIRECTOR
DIVISION OF COMMUNITY DEVELOPMENT**

DATE: MAY 18, 2010

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO EXECUTE CHANGE
ORDER NO. 2 (FINAL) WITH SCHROEDER CONSTRUCTION, INC.,
FOR THE CADENTOWN/VERSAILLES ROAD SANITARY SEWER
IMPROVEMENTS PROJECT**

On November 6, 2008 (Resolution No. 617-2008), Council approved the award of contract for Bid No. 188-2008 in the amount of \$696,637.75 to Schroeder Construction, Inc., for the construction of Cadentown/Versailles Road Sanitary Sewer Improvements.

On December 3, 2009 (Resolution No. 764-2009). Council approved Change Order No. 1 in the amount of \$119,819.49 for a new total of \$816,457.24.

Change Order No. 2 (final) is for the purpose of decreasing the total amount by \$31,956 for a new total of \$816,457.24.

Reduction will come from the following account:

FUND	DEPT ID	SECT	ACCT	PROJECT	ACTIVITY	BUD REF
4003	303202	3223	91715	NEIGHSEW 2006	CONSTRUCT	2006

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


Irene Gooding, Acting Director

Xc: James M. Webb, Commissioner of the Department of Public Works and Development

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

Page 1 of 2

Date: May 3, 2010

Project: **Cadentown/Versailles Road Sanitary
Sewer Project**

90

To : Schroeder Construction Inc.
616 Pear Orchard Road NW
Elizabethtown, Kentucky 42801

Location:

Contract No. **950**

Change Order No. **Final (#2)**

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

Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price
3	(Decrease) 8" PVC Gravity Sewer (10' to 15'), by 1 Linear foot @ a cost of \$79.00 a LF, for total price of \$79.00.	\$ 79.00	
6	(Decrease) 8" DI Gravity Sewer (10' to 15'), by 8 Linear foot @ a cost of \$110.00 a LF, for total price of \$880.00.	\$ 880.00	
8	(Increase) 4' Dia. Shallow Manhole, by 1 @ a cost of \$2000.00 per Manhole, for total price of \$2,000.00.		\$ 2,000.00
11	(Decrease) 4' Dia. Drop Manhole, by 1 @ a cost of \$3000.00 per Manhole, for total price of \$3,000.00.	\$ 3,000.00	
13	(Decrease) Concrete Pavement Replacement, by 50 Linear Feet @ a cost of \$45.00 a Linear Foot, for total price of \$2,250.00.	\$ 2,250.00	
14	(Decrease) Concrete for Cradle, Anchor & Encasement, by 3 Cubic Yards @ a cost of \$125.00 a Cubic Yard, for total price of \$375.00.	\$ 375.00	
19	(Decrease) Aggregate Surface Replacement, by 150 Linear Feet @ a cost of \$12.50 a Linear Foot, for total price of \$1,875.00.	\$ 1,875.00	
22	(Increase) 6" PVC Lateral Sewer, by 22 Linear Feet @ a cost of \$50.00 a Linear Foot, for total price of \$1,100.00.		\$ 1,100.00
23	(Increase) Residential Sanitary Sewer Cleanout, by 1 @ a cost of \$250.00 per Cleanout, for total price of \$250.00		\$ 250.00
24	(Increase) Air testing/Mandrel, by 1416 Linear Feet @ a cost of \$1.00 a Linear Foot, for total price of \$1,416.00.		\$ 1,416.00
26	(Increase) Clean Up/Final Grading/Final Seeding, by 1922 Linear Feet @ a cost of \$2.00 a Linear Foot, for total price of \$3,844.00.		\$ 3,844.00
27	(Decrease) Additional Driveway Pavement Repair, by 50 Linear Feet @ a cost of \$10.00 a Linear Foot, for total price of \$500.00.	\$ 500.00	
30	(Decrease) 1-1/4" HDPE Force Main, by 115 Linear Feet @ a cost of \$12.00 a Linear Foot, for total price of \$1,380.00.	\$ 1,380.00	
32	(Decrease) Full Width Pavement/ Milling and Surface Overlay, by 3927 Square Yards @ a cost of \$8.75 a Square Yard, for total price of \$34,361.25.	\$ 34,361.25	
33	(ADD) Connection of 819 Campbell Lane service line to the grinder pump for a lump sum cost of \$4,134.25.		\$ 4,134.25
	Total decrease	\$ 44,700.25	
	Total increase		\$ 12,744.25
	Net increase (decrease) in contract price	\$ (31,956.00)	
	Current total contract price	\$816,457.24	

The Sum of \$31,956.00 is hereby subtracted from the Current Contract Price,
and the new total Contract Price thereby is \$784,501.24. **252-10**

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

Recommended by	<i>William A. Bowie, Jr.</i> ^{RAB} _{5/10/10}	(Proj. Engr.)	DATE 10 MAY 2010
Accepted by	<i>Of Shu</i>	(Contractor)	DATE May 11 2010
Approved by	<i>MAK</i>	(Urban Co. Engr.)	DATE 5/11/10
Approved by	<i>James M. Webb</i> (For James M. Webb)	(Commissioner)	DATE 5/18/10
Approved by		(Mayor or CAO)	DATE

CONTRACT HISTORY FORM

252-10 92

Contractor: Schroeder Construction, Inc.
Project Name: Cadentown/Versailles Road Sanitary Sewer
Contract Number and Date: Contract #950 (November 6, 2008)
Responsible LFUCG Division: Engineering

CHANGE ORDER DETAILS

A. Original Contract Amount: \$ 696,637.75
Next Lowest Bid Amount:
\$ 793,724.25

B. Amount of Selected Alternate or Phase: \$ N/A

C. Cumulative Amount of All Previous Alternates or Phases: \$ N/A

D. Amended Contract Amount: \$ 696,637.75

E. Cumulative Amount of All Previous Change Orders: \$ 119,819.49 17.20 %
(Line E / Line D)

F. Amount of This Change Order: \$ 31,956.00 (DECREASE) -4.59 %
(Line F / Line D)

G. Total Contract Amount: \$ 784,501.24

SIGNATURE LINES

Project Manager: William A. Bowie, Jr. Date: 10 MAY 2010

Reviewed by: Robert A. Bayat Date: 5/10/10

Division Director: M. A. King Date: 5/11/10



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Lexington-Fayette Urban County Government
DEPARTMENT OF PUBLIC WORKS & DEVELOPMENT

Jim Newberry
Mayor

Mike Webb
Commissioner

MEMORANDUM

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

FROM: Bettie Kerr, Director *BLK*
Division of Historic Preservation

DATE: May 18, 2010

SUBJECT: Request authorization raise funds to restore historic street clock

This is to request authorization for the Lexington Fayette Urban County Government Historic Preservation Commission to solicit and accept donations for the restoration of the historic street clock on Main Street up to the amount of \$25,000. The historic street clock, which has been on Main Street since approximately 1913, has fallen into disrepair and will be totally restored and returned to Main Street. This is being done in conjunction with the Main Street streetscape enhancements already under way. The restoration will be totally funded by donations to the LFUCG. Funds will be raised by members of the Historic Preservation Commission and project overseen by the Division of Historic Preservation staff.



Main Street Clock ca. 1930

Cc: Mike Webb, Commissioner of Public Works
Keith Horn, Department of Law
Win Meeker, LFUCG Historic Preservation Commission



262-10 94

Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry
Mayor

Linda L. Rumpke
Commissioner

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

**FROM: IRENE GOODING, ACTING DIRECTOR
DIVISION OF COMMUNITY DEVELOPMENT**

DATE: MAY 17, 2010

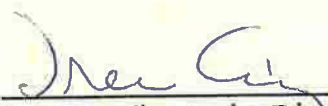
**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO EXECUTE MODIFICATION #1 TO
NEIGHBORHOOD STABILIZATION PROGRAM FUNDING AGREEMENT WITH
THE KENTUCKY DEPARTMENT FOR LOCAL GOVERNMENT UNDER THE
NEIGHBORHOOD STABILIZATION PROGRAM FOR LAND BANKING
ACTIVITIES**

On June 25, 2009 (Ordinance No. 123-2009), Council approved the acceptance of federal funds from the Kentucky Department for Local Government under the Neighborhood Stabilization Program for operation of a Land banking project. This included the acquisition, disposal, and maintenance of distressed homes and demolition of blighted structures. The LFUCG was approved for funding in the amount of \$1,374,975.

Due to the inability to acquire a sufficient number of eligible foreclosed upon residential properties within the required time period, the Kentucky Department for Local Government has requested that a modification to the funding agreement be executed by the LFUCG. The modification expands the use of funds to another Eligible Use—redevelopment (purchase of vacant and abandoned properties) and decreases the amount of federal funding to \$1,000,000. Blighted units will be demolished and offered to for-profit and nonprofit organizations who will redevelop properties for affordable housing opportunities for low-income households (below 80% of area median income.) Properties that are not blighted will be rehabilitated by nonprofit/for profit organizations and made available as affordable housing.

The source of funds is the U.S. Department of Housing and Urban Development. Funds for this program were appropriated by Congress in the Housing and Economic Recovery Act of 2008.

Council authorization to execute Modification # 1 to Neighborhood Stabilization Program Funding Agreement is hereby requested.


Irene Gooding, Acting Director

Xc: Linda L. Rumpke, Commissioner of Finance and Administration



263-10 95


Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry
Mayor

Linda L. Rumpke
Commissioner

M E M O R A N D U M

TO: Mayor Jim Newberry
Senior Advisor Joe Kelly
Council Members

FROM: 
Leslie Jarvis, Acting Director
Division of Human Resources

DATE: May 20, 2010

SUBJECT: Internal Advertisement for All Vacant Positions

The Division of Human Resources is requesting your concurrence and approval of the internal advertisement of all vacant positions within the Lexington-Fayette Urban County Government effective upon passage of Council through June 30, 2010.

Due to limited funding, it is our goal to save on advertising costs and to provide current employees, whenever possible, internal promotional opportunities when vacancies occur. If the Division of Human Resources does not receive a qualified pool of internal applicants to fill the vacancy within the first week of posting, the Division will then open and advertise the vacancy to external candidates.

If there are any questions, please call Daniel H. Fischer at 258-3030.

df

cc: Darrylyn Combs, HR Manager, Division of Human Resources

Log # 10-0068