

**URBAN COUNTY COUNCIL  
SCHEDULE OF MEETINGS  
June 14-June 21, 2010**

**Monday, June 14**

Council Office Special Investigative Committee Meeting.....5:00 pm  
Conference Room-5<sup>th</sup> Floor Government Center

**Tuesday, June 15**

Committee of the Whole Budget Meeting RE: Discussion of Proposed Changes to MPB. ....8:00 am  
Conference Room-5<sup>th</sup> Floor Government Center

Corridors Commission Meeting.....11:00 am  
Council Chambers-2<sup>nd</sup> Floor Government Center

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

Special Council Meeting RE: Ratify Budget & Motion to Place on Docket.....3:00 pm  
Council Chambers-2<sup>nd</sup> Floor Government Center

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

**Wednesday, June 16**

No Meetings

**Thursday, June 17**

No Meetings

**Friday, June 18**

No Meetings

**Monday, June 21**

Council Office Special Investigative Committee.....3:00 pm  
Conference Room-5<sup>th</sup> floor Government Center

**LEXINGTON-FAYETTE URBAN COUNTY COUNCIL**

**WORK SESSION AGENDA**

**June 15, 2010**

- I. Public Comment – Issues on Agenda**
- II. Requested Rezoning / Docket Approval – No**
- III. Approval of Summary-Yes, June 8, 2010 (separate)**
- IV. Budget Amendments – No**
- V. New Business, pp. 5-23**
- VI. Continuing Business / Presentations**
  - A. Council Services Committee (separate)**
- VII. Council Report**
- VIII. Mayor's Report – No**
- IX. Public Comment – Issues Not on Agenda**

## ADMINISTRATIVE SYNOPSIS

### New Business Items

- A. Authorization of an Amendment No. 1 to the Professional Services Agreement with M2D Design Group for the Isaac Murphy Memorial Art Garden Trail Head Project. (298-10) (Gooding/Webb)  
This request will authorize an Amendment No. 1 to the Professional Services Agreement for additional funds of \$9,851 with M2D Design Group for the Isaac Murphy Memorial Art Garden Trail Head Project. Funds will be used to perform required geotechnical and environmental surveys. Funds are budgeted.**pp.5-7**
- B. Authorization of an Engineering Services Agreement with J.M. Crawford & Associates, Inc. for the Brighton Rail Trail Bridge Project. (301-10) (Gooding/Webb)  
This request will authorize an Engineering Services Agreement for use of federal funds in the amount of \$132,240 with J.M. Crawford & Associates, Inc. for the Brighton Rail Trail Bridge Project to perform the preliminary and final design, complete bid documents and inspect construction work. The source of funds is the Congestion Mitigation and Air Quality Improvement Program.**p.8**
- C. Authorization to Accept Deeds of Easement for the Clays Mill Road Improvements Project – Section 2B. (302-10) (Gooding/Webb)  
This request will authorize Deeds of Easement in an amount not to exceed \$500 from recorded property owners for the Clays Mill Road Improvements Project. Funds are budgeted.**p.9**
- D. Authorization of an Engagement Agreement with MountJoy Chilton Medley to Conduct the Fayette County Sheriff's Office 2009 Property Tax Audit. (299-10) (O'Mara/Rumpke)  
This request will authorize an Engagement Agreement in the amount of \$12,240 with Mountjoy Chilton Medley to conduct the Fayette County Sheriff's Office 2009 Property Tax Audit. Funds are budgeted.**pp.10-12**
- E. Authorization of an Amendment to the Revenue Enhancement Agreement with PRA Government Services, LLC (d/b/a RDS) for Revenue Discovery Services. (304-10) (O'Mara/Rumpke)  
This request will authorize an Amendment to the Revenue Enhancement Agreement with PRA Government Services, LLC (d/b/a RDS) to reduce any payments received during the Amnesty Program by 25%.**p.13**
- F. Authorization of an Agreement for Services to be Performed in Conjunction with Governmental Agencies with the Kentucky Transportation Cabinet (KYTC) for the Newtown Pike Extension Project – Phase IV. (305-10) (Rayan/Webb)  
This request will authorize an Agreement for Services to be Performed in Conjunction with Governmental Agencies to reimburse the sum of \$216,098.97 to KYTC for the installation of a Mast Arm Pole System for the Newtown Pike Extension Project. Funds are budgeted.**pp.14-17**

- G. Authorization of a Software License Agreement with Data Compression Technology, Inc. (DCT) on Behalf of the Department of Finance & Administration, Division of Revenue. (306-10) (O'Mara/Rumpke)

This request will authorize a Software License Agreement at an annual cost of \$40,000 with DCT on behalf of the Division of Revenue, for software support to enable viewing of data transferred from the Internal Revenue Service. Funds are budgeted.**pp.18-20**

- H. Authorization to Purchase Excess Casualty and Property Insurance for FY2011. (307-10) (Bowman/Askew)

This request will authorize approval for the purchase of excess workers' compensation insurance at a cost of \$257,931 by renewing with New York Marine & General Insurance Company at a savings of \$999; purchase of excess property, boiler & machinery insurance at a cost of \$261,590 by renewing with Public Entity Property Insurance Program at a savings of \$6,441 over last year's cost; purchase of excess liability insurance at a cost of \$534,438 by renewing with Ironshore Specialty Insurance Company at an increase of 2.4% or \$12,326; and purchase of aviation liability insurance at a cost of \$8,054 through the Hylant Group at a savings of \$10,946 for a grand total of \$1,062,013. Funds are budgeted.**pp.21-23**

**Budget Information For New Business Items**  
**June 15, 2010 Work Session**

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| <b>Item</b> | <b>Number</b> | <b>Amount</b>                            | <b>Fund</b>  | <b>Name / Description</b>                  |
|-------------|---------------|--|--------------|--|
| A           | 298-10        | 9,851                                    | 3400         | Grants – State                             |
| B           | 301-10        | 132,240                                  | 3160         | US Department of Transportation            |
| C           | 302-10        | 500                                      | 3160         | US Department of Transportation            |
| D           | 299-10        | 9,180<br>3,060                           | 1101<br>1115 | General Service Fund<br>Urban Service Fund |
| E           | 304-10        | Commission<br>to be paid<br>from revenue | 1101         | General Service Fund                       |
| F           | 305-10        | 216,098.97                               | 1136         | Municipal Aid Program Fund                 |
| G           | 306-10        | 40,000                                   | 1101         | General Service Fund                       |
| H           | 307-10        | 1,062,013                                | 1101         | General Service Fund                       |



298-10

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: JUNE 1, 2010**

**SUBJECT REQUEST COUNCIL AUTHORIZATION TO EXECUTE CONTRACT  
MODIFICATION NO. 1 TO PROFESSIONAL SERVICES AGREEMENT  
WITH M2D DESIGN GROUP FOR DESIGN OF THE ISAAC MURPHY  
MEMORIAL ART GARDEN TRAIL HEAD**

On March 11, 2010 (Resolution No. 131-2010), Council approved the execution of a professional services agreement with M2D Design Group for construction plans, specifications, bid documents, plats, and construction cost estimates necessary for the construction of the infrastructure improvements for the Isaac Murphy Memorial Art Garden near Midland Avenue and Third Street. This selection was based upon a qualifications-based request (RFP No. 9-2010). The negotiated price was \$20,250. Not included in the original scope of work were geotechnical and environmental services. These services were not originally required; however, federal funds have now been acquired for project and these additional services are now needed. M2D Design Group has agreed to perform these services in the amount of \$9,851. New total is \$30,101.

Funds are budgeted as follows:

| FUND | DEPT ID | SECT | ACCT  | ACTIVITY  | BUD REF | PROJECT       |
|------|---------|------|-------|-----------|---------|---------------|
| 3400 | 303202  | 3225 | 90319 | STA GRANT | 2010    | I MURPHY 2010 |

Council authorization to execute Contract Modification No. 1 to the professional services agreement with M2D Design Group is hereby requested.

  
Irene Gooding, Acting Director

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

**CONTRACT HISTORY FORM**

Project Name Isaac Murphy Memorial Art Garden Trail Head  
Contractor: M2D Design Group  
Contract Number and Date: 36-2010 March 18, 2010  
Responsible LFUCG Division: Engineering

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**CONTRACT AND CHANGE ORDER DETAILS**

A. Original Contract Amount: \$ 20,250.00  
Next Lowest Bid Amount: NA

B. Amount of Selected Alternate or Phase: \$ \_\_\_\_\_

C. Cumulative Amount of All Previous Alternates or Phases: \$ 20,250.00

D. Amended Contract Amount: \$ 20,250.00

E. Cumulative Amount of All Previous Change Orders: \$ 0.00 0.0%  
(Line E / Line D)

F. Amount of This Change Order: \$ 9,851.00 48.6%  
(Line F / Line D)

G. Total Contract Amount: \$ 30,101.00

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**SIGNATURES**

Project Manager:

Keith LoraDate: 5/4/10

Reviewed by:

Robert A. BayDate: 5/12/10

Division Director:

MA KingDate: 5/17/10







301-10

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: JUNE 4, 2010**

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO EXECUTE  
ENGINEERING SERVICES AGREEMENT WITH J.M.CRAWFORD &  
ASSOCIATES, INC., FOR DESIGN OF THE BRIGHTON RAIL TRAIL  
BRIDGE — RFP # 4-2010**

On June 25, 2009, (Ordinance No. 97-2009), Council authorized the acceptance of an award of federal funds from the Kentucky Transportation Cabinet for construction of the Brighton Rail Trail Bridge. The source of federal funds is the Congestion Mitigation/Air Quality Program for this project. The proposed 184 feet span over Man O' War Boulevard will connect the existing Brighton East Rail Trail to the Brighton West Rail Trail now under development.

In response to Request for Proposals # 4-2010, nine Statements of Qualifications were received. The selection committee met, reviewed submissions, and recommended J.M. Crawford & Associates, Inc., as the consultant who would prepare the construction plans and specifications for the project. The Engineering Services Contract with J.M. Crawford & Associates, in the amount of \$132,240, provides for the consultant to complete the following: preliminary design, final design, complete bid documents, and inspect construction work.

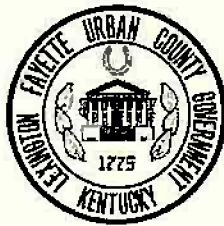
Funds are budgeted as follows:

| FUND | DEPT<br>ID | SECT | ACCT  | PROJECT        | ACTIVITY  | BUD<br>REF |
|------|------------|------|-------|----------------|-----------|------------|
| 3160 | 303202     | 3225 | 91712 | BRIGHTONR 2009 | FED GRANT | 2009       |

Council authorization to execute the Engineering Services Agreement with J.M. Crawford & Associates, Inc., is hereby requested.

  
Irene Gooding, Acting Director

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



302-10

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: JUNE 4, 2010**


**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO ACCEPT DEEDS OF  
EASEMENT FROM OWNERS OF RECORD ON PROPERTIES NEEDED  
FOR THE CLAYS MILL ROAD IMPROVEMENTS SECTION 2B PROJECT**

On July 1, 2003 (Ordinance No. 174-2003), Council approved acceptance of award from Kentucky Transportation Cabinet in the amount of \$644,000 in federal funding [Surface Transportation Lexington (SLX)] for the design phase of the Clay's Mill Road. Project required a 20% local match in the amount of \$161,000 for a total design cost of \$805,000. Project includes the area from the intersection with Harrodsburg Road to the intersection with Man O War Boulevard. On June 7, 2007 (Ordinance # 120-2007), Council approved acceptance of supplemental award in the amount of \$487,760 from Kentucky Transportation Cabinet for the design and right-of-way acquisition phases of the project. Supplemental award required 20% match in the amount of \$121,940, for a total of \$609,700.

Funds for purchase of easements are budgeted in account:

| FUND | DEPT ID | SECT | PROJECT        | BUD REF | ACCT  | ACTIVITY  |
|------|---------|------|----------------|---------|-------|-----------|
| 3160 | 303201  | 0001 | CLY ML RD 2005 | 2005    | 91715 | FED GRANT |

Council authorization to accept deeds of easement from the owners of record on properties needed for Section 2B of the project is hereby requested. Costs not to exceed \$500.00.

  
Irene Gooding, Acting Director

Xc: Mike Webb, Commissioner of the Department of Public Works and Development



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Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry  
Mayor

Linda Rumpke  
Commissioner

MEMORANDUM

TO: Mayor Jim Newberry  
Members, Urban County Council

FROM: Linda Rumpke, Commissioner   
Department of Finance

DATE June 1, 2010

SUBJECT: Sheriff's Settlement – 2009 Property Tax Audit

Attached is the agreement to conduct the Sheriff's Settlement for the 2009 Property Tax year to be prepared by Mountjoy Chilton Medley LLP. The funds are fully budgeted.

Approval of this agreement is requested.

C: Kathy Witt, Fayette County Sheriff  
Bill O'Mara, Director of Revenue

May 27, 2010

Mr. Bill O'Mara  
Lexington Fayette Urban County Government  
200 E. Main Street  
Lexington, Kentucky 40507

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

We will perform the following services:

1. We will compile, from information you provide, the Sheriff's Settlement – 2009 Taxes for the period April 24, 2009 through April 15, 2010.

We will compile the financial statement and issue an accountant's report thereon in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to present in the form of financial statements, information that is the representation of management without undertaking to express any assurance on the financial statements.

A compilation differs significantly from a review or an audit of financial statements. A compilation does not contemplate performing inquiry, analytical procedures, or other procedures performed in a review. Additionally, a compilation does not contemplate obtaining an understanding of the entity's internal control; assessing fraud risk; tests of accounting records by obtaining sufficient appropriate audit evidence through inspection, observation, confirmation, the examination of source documents (for example, cancelled checks or bank images); or other procedures ordinarily performed in an audit. Therefore, a compilation does not provide a basis for expressing any level of assurance on the financial statements being compiled.

Our engagement cannot be relied upon to disclose errors, fraud, or illegal acts that may exist. However, we will inform you of any material errors and any evidence or information that comes to our attention during the performance of our compilation procedures that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement.

If, for any reason, we are unable to complete the compilations of your financial statements, we will not issue reports on such statements as a result of this engagement.

299-10

The Sheriff's Office is responsible for making management decisions and performing management functions, and for designating an individual with suitable skill, knowledge, or experience to oversee any bookkeeping services, tax services, or other services we provide. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

Trish Featherston is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We estimate that our fees for these services will be \$12,240. You will also be billed for out-of-pocket costs such as report production, word processing, postage, travel, etc. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur additional costs. Our invoices for these fees will be rendered upon delivery of the compiled financial statement and accountant's report and will be payable on presentation.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please signed the enclosed copy and return it to us.

Very truly yours

Mountjoy Chilton Medley LLP

A handwritten signature in blue ink that reads "Mountjoy Chilton Medley LLP". The signature is written in a cursive, flowing style.

RESPONSE:

This letter correctly sets for the understanding of the Lexington Fayette Urban County Government

By: \_\_\_\_\_

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

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



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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: June 7, 2010

RE: Amendment of Contract with PRA Government Services

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Attached is an amendment to the contract with PRA Government Services, LLC d/b/a RDS for revenue discovery services. The amendment reduces any payments during the amnesty program to twenty-five percent (25%).

Approval of the amendment is requested. If you have any questions or need additional information, please contact me.



305-10 14

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

Jim Newberry  
Mayor

Mike Webb  
Commissioner

**MEMORANDUM**

To: Mayor Jim Newberry  
Urban County Council

From: Marwan A. Rayan, P.E., Director  
Division of Engineering

Date: June 7, 2010

RE: Newtown Pike Extension Phase IV  
Funding for Mast Arm poles at intersections

We are requesting that the Lexington-Fayette Urban County Council authorize the Mayor to sign the attached "Agreement for Services to be Performed for Governmental Agencies" for the subject project.

This agreement stipulates that the LFUCG will reimburse the KY Transportation Cabinet \$216,098.97 to install a Mast Arm Pole System in lieu of a Strain Pole System for the signal installation at the intersections of Newtown Pike Extended and US 25, Newtown Pike Extended and KY 1681 and Newtown Pike Extended and US 60.

Funds are available in 1136-303202-3251-91715.

Recommended by:

Andrew Grunwald, P.E.,  
Municipal Engineer Senior

Reviewed by:

Robert A. Bayert, P.E., P.L.S.  
Engineering Section Manager

Approved by:

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

Cc: Ron Herrington, P.E.  
Jeff Neal, P.E.  
Kim Ammeter  
Tony McGaha, PE

KYTC: 3115 Kearney Rd, Lexington, KY 40511

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**AGREEMENT FOR SERVICES TO BE PERFORMED  
IN CONJUNCTION WITH GOVERNMENTAL AGENCIES**

This agreement made and entered into by and between Kentucky Transportation Cabinet, party of the first part, and  
Lexington Fayette Urban County Government, party of the second part.

WITNESSETH:

WHEREAS, the party of the second part has requested the party of the first part to perform the hereinafter described services, and

WHEREAS, the party of the first part has agreed to perform said services at the expense of the party of the second part.

NOW THEREFORE, it is hereby agreed between the parties hereto as follows:

(1) The party of the first part does agree to perform the hereinafter described services and does agree to interaccount the party of the second part for the actual costs incurred in rendering said services.

(2) The party of the first part agrees that the herein described services are to be performed on or about \_\_\_\_\_  
Date

(3) The party of the second part does agree to be liable to the party of the first part for the actual costs of the herein described services and to pay the actual costs of said services upon being interaccounted for said services by the party of the first part.

(4) The party of the second part agrees that the services requested herein will be for public use and that no part will be diverted to private use.

Services to Be Performed

Location Newtown Pike Extended & US 25, KY 1681, US 60

Description of Services

Install Mast Arm System poles in lieu of Strain Pole System for Traffic Signal installation at the intersections listed. The cost of items deducted and added to the construction contract (KYTC Item # 7-593.40, Newtown Pike Extension Phase IV) are attached with this agreement.

Estimation of Costs for Services to Be Performed

Labor \_\_\_\_\_

Equipment \_\_\_\_\_

Rental \_\_\_\_\_

Materials \_\_\_\_\_

Support \_\_\_\_\_

TOTAL \$216,098.97

**Note: Due to fluctuation in material costs, estimated amount is subject to change. Estimated amount is good for 30 days.**

IN TESTIMONY WHEREOF, witness the duly authorized signatures of the parties hereto this \_\_\_\_\_  
Day/Month/Year

\_\_\_\_\_  
Party of the First Part

\_\_\_\_\_  
Title

\_\_\_\_\_  
Approved as to form and legality.

\_\_\_\_\_  
Party of the Second Part

\_\_\_\_\_  
Title

\_\_\_\_\_  
KYTC Legal Services



Report ID : CHOROR  
Contract ID: 091303

**305-10**  
Updated: 04/06/2010  
Run Date: 05/26/2010

**Commonwealth of Kentucky**  
**Transportation Cabinet**

|                           |  |                       |                        |
|---------------------------|--|-----------------------|------------------------|
| <b>Contract ID</b>        | 091303   | <b>District</b>       | LEXINGTON (07300)      |
| <b>Change Order No.</b>   | 005  | <b>County</b>         | FAYETTE                |
| <b>Contractor</b>         | CENTRAL BRIDGE<br>COMPANY LLC                          | <b>Project Number</b> | ARRA 114 (004)         |
| <b>Contractor Address</b> | 1256 MANCHESTER ST PO BOX<br>4277 ,LEXINGTON, KY 40504 | <b>Road Name</b>      | NEWTOWN PIKE EXTENSION |

| Prj_Nbr       | Catg. | LIN  | Item Code | Item Description              | Quantity   | Unit | Unit Price | Net Change   |
|---------------|-------|------|-----------|-------------------------------|------------|------|------------|--------------|
| DE0340NEW0903 | 0008  | 1380 | 04795     | CONDUIT-2 IN RIGID            | 2,500.000  | LF   | 9.060      | \$22,650.00  |
| DE0340NEW0903 | 0008  | 1410 | 04830     | LOOP WIRE                     | -9,340.000 | LF   | 0.350      | \$-3,269.00  |
| DE0340NEW0903 | 0008  | 1440 | 04885     | MESSENGER-10800 LB            | -1,339.000 | LF   | 3.780      | \$-5,061.42  |
| DE0340NEW0903 | 0008  | 1450 | 04895     | LOOP SAW SLOT AND FILL        | -3,199.000 | LF   | 6.600      | \$-21,113.40 |
| DE0340NEW0903 | 0008  | 1470 | 04932     | INSTALL STEEL STRAIN POLE     | -12.000    | EACH | 1,825.660  | \$-21,907.92 |
| DE0340NEW0903 | 0008  | 8006 | 04797     | CONDUIT-3 IN Rigid            | 326.000    | LF   | 27.560     | \$8,984.56   |
| DE0340NEW0903 | 0008  | 8007 | 04881     | MAST ARM POLE                 | 12.000     | EACH | 18,616.000 | \$223,392.00 |
| DE0340NEW0903 | 0008  | 8008 | 06406     | SBM ALUM SHEET SIGNS .080 IN  | 45.000     | SQFT | 17.820     | \$801.90     |
| DE0340NEW0903 | 0008  | 8009 | 20275EC   | VIDEO DETECTION-INSTALL       | 12.000     | EACH | 418.770    | \$5,025.24   |
| DE0340NEW0903 | 0008  | 8010 | 21543EN   | BORE AND JACK CONDUIT         | 186.000    | LF   | 21.860     | \$4,065.96   |
| DE0340NEW0903 | 0008  | 8011 | 23235EC   | INSTALL PEDESTAL POST         | 1.000      | EACH | 411.050    | \$411.05     |
| DE0340NEW0903 | 0008  | 8012 | 23670EC   | INSTALL VIDEO DETECTION CABLE | 2,250.000  | LF   | 0.720      | \$1,620.00   |
| DE0340NEW0903 | 0008  | 8013 | 02726     | STAKING Mast Arm Poles        | 1.000      | LS   | 500.000    | \$500.00     |

**Change Order Amount: \$216,098.97**

**CHANGE ORDER TIME ADJUSTMENT DAYS: 0**

**Time Adjustment Explanation**

Contract Time is Unaffected

**Explanations That Apply To Specific Line Items**

[1450],[1410],[1440],[1470],[8006],[8007],[8008],[8009],[8010],[8011],[8012],[8013],[1380] (008) Owner Induced Enhancement - Extra Work is required to improve or enhance the project.

[1450],[1410],[1440],[1470],[8006],[8007],[8008],[8009],[8010],[8011],[8012],[8013],[1380] LFUCG has requested that the traffic signals throughout the project be installed on mast arm poles instead of the steel strain poles as specified in the Project Plans. The funding shall be recovered under an Intergovernmental Agreement with LFUCG for the difference in price.

[8008],[8009],[8010],[8011],[8012] (014) Cost is less than or equal to 110% of the average unit bid price.

[8006] The mast arm poles require a change to rigid 3" conduit. This conduit is more expensive than the 3" conduit as represented in the AUB prices, therefore the cost is higher than 110% of the AUB prices.

[8007] (017) Item special in nature, unit price/cost justified by the Contractor.

[8007] The increased price of the mast arm poles over the AUB price is justified by the attached letter dated 4/28/10 detailing the increased size and specifications required after review of the shop drawings by KYTC.

JEM Engineering & Manufacturing Co., Inc.  
908 West 41st Street  
Tulsa, Oklahoma 74107  
Phone (918) 446-4517 • Fax (918) 445-0295

April 28, 2010

Mr. Lorne Smith  
Arrow Electric Company  
317 Wabasso Avenue  
Louisville, KY 40209  
Fax (502) 367-7907  
Phone (502) 367-2417

Project: 7-593.40 / US-25 (Newton Pike) in Fayette County, KY

Ref: Q09-0823 REV G (Mast Arm Poles)


Dear Mr. Smith:

Reasons for cost increase are as follows:

- (1) Original steel weight quoted - 33,820 lbs; Current steel weight quoted - 52,673 lbs.
- (2) The increase in weight (and surface area) adds cost for steel, galvanizing, powdercoating, shipping, and labor.
- (3) Increases are the result of changes per KYTC engineering review, as follows:
  - a) Structure deflection limits were increased beyond AASHTO design requirements.
  - b) The use of AASHTO approved vibration dampers to reduce galloping stresses was rejected.

If you have any questions or need additional information, please call.

Sincerely,



Russell Cox  
rcox@jemtulsa.com



306-10

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 *WPS*  
Division of Revenue

DATE: June 7, 2010

RE: Agreement with DCT

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Attached is an agreement with Data Compression Technology d/b/a DCT for software support that enables viewing of data transferred from IRS.

Approval of the agreement is requested. If you have any questions or need additional information, please contact me.

306-10

### Software License Agreement

#### 1. Definitions:

- 1.1. "Licensor" shall mean Data Compression Technology, Inc. (DCT), a Minnesota Corporation whose principal place of business is 7958 Sunnyside Blvd, Minneapolis, Minnesota.
- 1.2. "Customer" shall be entity granted license by DCT, the **Lexington-Fayette Urban County Government**.
- 1.3. "License Agreement" shall mean this license agreement including these terms and conditions and any attachments.
- 1.4. "Licensed Program" shall mean STAX, the State Tax Automated Compliance System.
- 1.5. "Documentation" shall mean the accompanying installation and user guides that are provided to Customer.
- 1.6. "CPU" shall mean any Microcomputer or microcomputer network workstation.
- 1.7. "Taxpayer Data" shall mean taxpayer records, recorded on magnetic tape or hard copy printouts that are supplied by Customer to DCT for inclusion in the STAX system.
- 1.8. "Derivative Data" is taxpayer information derived from the STAX system and recorded on magnetic media or on hard copy printouts.
- 1.9 "License Fees" shall be the fees charged by DCT to customer for use of the licensed program as set forth in this agreement.

#### 2. License

2.1 Grant DCT hereby grants customer a perpetual, non-exclusive, non-transferable license to use the Licensed Program. All proprietary rights in the licensed program and title thereto shall remain the property of DCT and/or its suppliers. Licensed program may be utilized only by employees of customer on CPU's owned or controlled by customer. Customer shall not disassemble, reverse engineer, or modify licensed program in any way. Any modifications to DCT's program without the express written consent of DCT shall be cause for termination of this agreement.

2.2 Without limiting the foregoing, DCT reserves all patent, copyright, trade secret, trade name, and other proprietary rights related to the licensed program. Unauthorized use of licensed program or its derivative data shall be the sole responsibility of customer, and can result in cancellation of this license agreement with no refund of License Fees paid.

#### 3. Warranties

##### 3.1 Limited Warranty.

THE LICENSED PROGRAM(S) ARE PROVIDED "AS IS" WITHOUT WARRANTY, EITHER EXPRESSED OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE LICENSED PROGRAM(S) ARE THE RESPONSIBILITY OF THE CUSTOMER. DCT DOES NOT WARRANT THAT LICENSED PROGRAM(S) WILL OPERATE ON ALL MICROCOMPUTERS OR CONFIGURATIONS.

4.1 Termination. This agreement may be terminated by DCT as to all or any of the licensed programs immediately upon notice to customer if customer breaches this agreement or any other agreement between customer and DCT, or fails to comply with any of its terms or conditions. Customer may terminate this agreement by notifying DCT in writing and removing all licensed software and derivative data from their systems. If customer terminates license prior to the expiration of the initial period, there will be no refund of license fees paid or due to DCT.

4.2 Upon written request, customer will verify in writing that all taxpayer and any other confidential data has been protected from unauthorized usage. It is the sole responsibility of the customer to ensure that all IRS guidelines with regards to data security are being followed.

4.3 Termination of this agreement by either party per Paragraph 4.1 shall not affect license fees paid or due to DCT.

**5. Term**

5.1 The initial term of this agreement is for one year commencing upon date of installation. DCT will update the licensed program(s) on an annual basis and offer such updated programs to customer. At customer's option, these updated programs may be licensed for an additional fee.

**6. Protection and Security of Licensed Programs.**

6.1 Without DCT's written permission, customer will not provide or otherwise make available licensed programs in any form to any party other than the customer and its employees.

**7. Non-disclosure**

7.1 DCT agrees to treat all taxpayer data provided by customer for inclusion in the STAX system as proprietary. It will not divulge or otherwise make available said data to any third parties under penalty of civil damages. DCT further agrees to have individual employees sign appropriate non-disclosure agreements provided by customer prior to making taxpayer data available to said employees.

**8. Product Support**

8.1 DCT will provide, at no additional charge, telephone support for customers' questions relating to the use of licensed program(s). DCT agrees to provide appropriate corrections to discrepancies in licensed program(s) that are reported by customer. DCT shall make its best efforts to provide corrections in a timely fashion, but shall not be held liable for any damages resulting from uncorrected discrepancies.

**9. License Fees**

9.1 Customer agrees to pay to DCT for use of the STAX system for the initial term indicated. The licensed programs in this agreement relate to 2001-2003 city taxpayer data, and federal data for the tax years 2001-2003. Initial programs for tax years 2001-2003 may be licensed for \$50,000 per year. Updated programs will be required to process data for subsequent tax years, and are available from DCT at a cost of \$40,000 per year. This fee includes charges for use of the STAX system, customization of screens to display city tax information, program installation, and eight hours of end user training.

**10. Miscellaneous**

10.1 This agreement constitutes the entire and exclusive agreement, understanding, and representations, express or implied, between DCT and customer with respect to the licensed program(s) and services to be furnished hereunder. This agreement may be modified only by attached written addendum signed by both parties.

10.2 This license is not assignable. Neither the licenses granted herewith nor any of the licensed program(s) may be sub-licensed, sold, hypothecated, or transferred by customer with the express written consent of DCT.

10.3. Customer acknowledges that the licensed program(s) and other proprietary information of the DCT are unique, and that, in the event of any breach of this agreement by customer, may not have adequate remedy at law, and shall be entitled to enforce its rights hereunder by an action for damages and/or specific performance and/or injunctive relief.

10.4 All taxes or fees levied by the customer on DCT or its employees for work involving the sales, installation, maintenance or de-installation of the licensed program shall be paid by the customer.

10.5 This agreement shall be adjudicated in the state of Kentucky.

Signed: 

for DCT

Signed: \_\_\_\_\_

Name: \_\_\_\_\_



307-10

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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: June 8, 2010

RE: FY 2011 Insurance Renewals  
Excess Workers' Compensation, Property, Special Liability and Aviation Liability

The current excess insurance policies on the above coverages expires June 30, 2010. You will recall in our previous memos to Council that our goal was to have the coverages renew concurrent with the fiscal year. Additionally, we have been advising Council that a Request for Proposal (RFP) would be solicited for insurance broker services. The last RFP for broker services was awarded to Marsh at a cost of \$79,000 per year in FY2007 and FY2008. Marsh obtained quotes for insurance placement with Kentucky League of Cities for FY2008 and FY2009. LFUCG incurred no cost for broker fees in FY2009 and paid \$15,000 in broker fees in FY2010.

In February, 2010 Insurance Agent/Broker services were solicited through RFP #5-2010. Two proposals were received. One proposer's quote provided services for all coverages (workers' compensation, property, special liability and aviation liability) at a cost of \$60,000. The other proposer provided services for only property at a cost of \$15,000. As indicated above, LFUCG paid no broker fees in FY2009 and \$15,000 in broker fees for FY2010. Comparatively, the responses projected a substantial increase in broker fees at \$55,000 or \$60,000. The Department of Law researched the practices of other cities in Kentucky and found that a more standard practice is to RFP for the coverage itself saving on the outlay of separate annual broker fees. What has been the practice at LFUCG for more than a decade was to hire a broker and then rely on that one broker to obtain the necessary insurance coverage. Following the new practice, RFP's were solicited for the individual coverages. Selection committees met for each RFP and recommended the following policies:

WORKER'S COMPENSATION (RFP 28-2010)

Expiring Premium: \$258,930  
Proposals Received: \$257,931 and \$334,717

The committee recommended the lowest bid. The self insured retention remains the same as in prior years at \$750,000 and meets the Department of Workers' Claims requirements. Our current

insurer is New York Marine & General Insurance Company and the FY10 expiring deposit premium was \$258,930 (including terrorism), with a rate of \$0.156/\$100 payroll. The committee recommended accepting a renewal with New York Marine & General Insurance Company proposed by Alliant Insurance Services, Inc. The renewal premium is \$257,931, with a rate of \$0.156/\$100 payroll and a flat premium endorsement. In prior years, the premium was a deposit and subject to additional premium due at the end of the policy term depending on audited payroll. This represents a savings of \$999.

#### PROPERTY, BOILER & MACHINERY (RFP 27-2010)

Expiring Premium: \$268,031  
Proposals Received: \$228,630 and \$261,590

The self insured retention remains the same as in prior years at \$250,000, with varying limits. The low bid provided total property values of \$622,555,842 at a rate of \$0.0367/\$100 in value. The low bid limits were \$500,000,000 for real property and remaining limits were 10-50% of our current limits and exposure. The committee determined the lower value and lower limits did not make up for the cost savings. In this case, the better policy was recommended as outlined below which includes: \$130 million more in coverage for property and equipment; same limits and sub-limits as currently held for flood, earthquake, business interruption and newly acquired locations.

Our current property insurance program is placed with the Public Entity Property Insurance Program ["PEPIP"], with total values of \$751,473,940 (\$0.0351/\$100) and \$500,000,000 per occurrence limits. The committee recommended renewing with PEPIP proposed by Alliant Insurance Services, Inc. at an annual premium of \$261,590, and savings of \$6,441 over last year.

#### SPECIAL EXCESS LIABILITY (RFP 33-2010)

Expiring Premium: \$363,738 (8 month policy, \$522,112 annualized)  
Proposals Received: \$534,438 (12 month policy), \$2,000,000 retention  
\$732,750 (12 month policy), \$1,500,000 retention

The committee recommended renewing with \$2 million self insured retention (same as last year) with \$5,000,000 per occurrence limits. Due to large losses from incidents occurring 2003-2006, liability premiums have risen slightly during the last few years. However, we are not at a point as in 2003, where premiums were so high that no excess liability was purchased for 15 months.

Our current excess liability insurance is placed with the Ironshore Speciality Insurance Company. The committee recommended renewing with Ironshore proposed by Alliant Insurance Services, Inc. at an annual premium of \$534,438, an increase of \$12,326 (2.4%) over last year's annualized premium.

AVIATION LIABILITY (RFP 33-2010)

Expiring Premium: \$19,000  
Proposal Received: \$ 8,054

Both the current policy and proposal are for a \$20,000,000 combined single limit per occurrence for two Bell helicopters. The proposed policy from Old Republic Insurance Company and Phoenix Aviation Managers is provided through the Hylant Group.

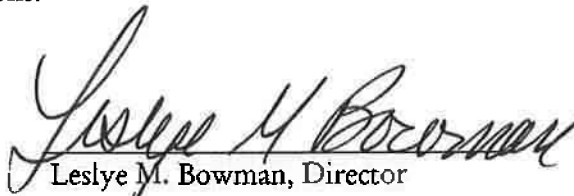
Our current aviation liability insurance is placed with ACE USA Company. The committee recommended accepting the policy offered by Hylant Group at an annual premium of \$8,054, a savings of \$10,946 over last year's annualized premium.

In view of the above, I recommend that you accept these insurance proposals for FY11. The total of these policies is a savings of \$6,060 over last year:

|                       |                               |    |              |
|-----------------------|-------------------------------|----|--------------|
| Workers' Compensation | New York Marine               | \$ | 257,931      |
| Property              | PEPIP                         |    | 261,590      |
| Liability             | Ironshore                     |    | 534,438      |
| Aviation              | Old Republic/Phoenix Aviation |    | <u>8,054</u> |
|                       | TOTAL                         | \$ | 1,062,013    |

The funds for insurance premiums are included in the proposed FY 2011 budget – General Insurance (1101 – 160902 – 0001 – 73101).

Please advise if you have any questions.

  
Leslye M. Bowman, Director

Enclosures

cc: Logan Askew, Commissioner  
Thomas Sweeney, Claims Manager

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