

**URBAN COUNTY COUNCIL
SCHEDULE OF MEETINGS
June 21-June 28, 2010**

Monday, June 21

Human Rights Commission Community Relations Meeting.....4:30 pm
Conference Room-5th Floor Government Center

Human Rights Commission Monthly Meeting.....5:30 pm
Conference Room-5th Floor Government Center

Tuesday, June 22

Council Office Special Investigative Committee Meeting.....9:00 am
Conference Room-5th Floor Government Center

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

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

Council Meeting RE: First Reading of FY 11 Budget.....3:00 pm
Council Chambers-2nd Floor Government Center

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

Wednesday, June 23

MPO-Transportation Policy Committee Meeting.....1:30 pm
Jessamine Co Courthouse, 101 N Main St, Nicholasville KY

Thursday, June 24

Council Meeting-including 2nd Reading of FY 11 Budget.....7:00 pm
Council Chambers-2nd Floor Government Center

Friday, June 25

No Meetings

Monday, June 28

No Meetings

LEXINGTON-FAYETTE URBAN COUNTY COUNCIL

WORK SESSION AGENDA

June 22, 2010

- I. Public Comment – Issues on Agenda**
- II. Requested Rezoning / Docket Approval – Yes**
- III. Approval of Summary-Yes, June 15, 2010, pp.6-9**
- IV. Budget Amendments – Yes, pp.10-11**
- V. New Business, pp.13-64**
- VI. Continuing Business / Presentations**
 - A. Tax Bills,
Mr. Donald E. Blevins, Jr., Fayette County Clerk**
 - B. The Realtor Community Housing Foundation
Ms. Becky Locknane, President**
- VII. Council Report**
- VIII. Mayor's Report – Yes**
- IX. Public Comment – Issues Not on Agenda**

ADMINISTRATIVE SYNOPSIS

New Business Items

- A. Authorization to Approve The Public Group, LLC (d/b/a Public Surplus) as the Online Auction Service of Surplus Items. (297-10) (Baradaran/Cole)
This request will authorize the approval of The Public Group, LLC (d/b/a Public Surplus) as the Online Auction Service for internet sale of surplus vehicles and equipment not to exceed 7% commission of gross sale proceeds.**p.13**

- B. Authorization of a Memorandum of Understanding (MOU) with Fayette County Public Schools (FCPS) on Behalf of the Department of Public Safety, Division of Police. (310-10) (Bastin/Bennett)
This request will authorize a MOU, at no cost to LFUCG, with FCPS on behalf of the Division of Police for Public Safety Broadband Network wireless communications equipment be attached to FCPS facilities. This will improve communication capabilities for the Divisions of Police and Fire & Emergency Services, and the Fayette County Sheriff's Office.**p.14**

- C. Authorization to Authorize and Grant the Department of Public Safety, Division of Police the Authority to Administer the Secured By Design Program. (311-10) (Bastin/Bennett)
This request will authorize and grant the Division of Police the authority to administer a Secured by Design Program in Lexington-Fayette Urban County. The Program encourages safe design and further the development of socially suitable neighborhoods in the prevention of crimes. There is no budgetary impact.**pp.15-16**

- D. Authorization to Approve AK Associates as a Sole Source Provider and Authorize Purchase for the Central Kentucky 9-1-1 Infrastructure Project. (321-10) (Lucas/Bennett)
This request will authorize approval of AK Associates as a sole source provider to maintain, upgrade and install related software, hardware and peripherals for the Central Kentucky 9-1-1 Infrastructure Project. This will also approve the use of state grant funds in the amount of \$96,663 for purchase of equipment to expand the Project from Fayette, Jessamine and Woodford to Lincoln, Garrett, Boyd, Rowan and Meade. Funds are budgeted.**pp.17-20**

- E. Authorization to Approve Engage Communication as Sole Source Provider and Authorize Purchase for the Central Kentucky 9-1-1 Infrastructure Project. (322-10) (Lucas/Bennett)
This request will authorize approval of Engage Communication as a sole source provider for routes and channel banks capable of handling T1, analog, and IP technology across Windstream IP Network in Kentucky for the Central Kentucky 9-1-1 Infrastructure Project. This will also approve the use of state grant funds in the amount of \$33,532 for purchase of

hardware to expand the Project from Fayette, Jessamine and Woodford to Lincoln, Garrett, Boyd, Rowan and Meade counties. Funds are budgeted.**pp.21-25**

- F. Authorization of an Encroachment Agreement with LexArts, Inc. for Horse Mania 2010. (308-10) (Greathouse/Rabold)
This request will authorize an Encroachment Agreement at no cost to LFUCG with LexArts, Inc. to allow temporary placement of sculptured horses on designated LFUCG-owned property and right-of-way for Horse Mania 2010 from July 1, 2010 through October 31, 2010.**pp.26-30**
- G. Authorization to Accept an Award Offered by the Kentucky Department of Agriculture, Office of Agriculture Marketing & Product Program for the *Vintage Kentucky: A Toast to Henry Clay* Wine Festival. (309-10) (Gooding/Rabold)
This request will authorize the acceptance of an award of \$6,780 offered by the Office of Agriculture Marketing & Product Program to assist with operating expenses for *Vintage Kentucky: A Toast to Henry Clay* Wine Festival. The source of funds is the Kentucky Agricultural Development Board. No matching funds are required.**p.31**
- H. Authorization of a Second Amendment to the First-Time Homebuyers Program Agreement with REACH, Inc. (313-10) (Gooding/Rumpke)
This request will authorize a Second Amendment for additional funds of \$126,304 for the First-Time Homebuyers Program Agreement with REACH, Inc. The additional funds will increase the minimum number of households to be assisted to 41. There are no other changes associated with this amendment. Funds are budgeted.**p.32**
- I. Authorization of a Modification to a Memorandum of Agreement (MOA) by the Kentucky Transportation Cabinet (KYTC) for Traffic Signals and Electrical Traffic Control Devices on the State Primary Road System. (314-10) Herrington/Webb)
This request will authorize a modification to a MOA by KYTC for additional funds of \$300,000 and extend the agreement to June 30, 2011 with LFUCG for operations and maintenance of traffic signals and electronic traffic control devices on the State Primary Road system. There are no other changes associated with this modification.**pp.33-39**
- J. Authorization of a System Supply Agreement with Path Master, Inc. for a Centracs™ Advanced Traffic Management System (ATMS) under the Energy Efficiency and Conservation Block Grant (EECBG). (319-10) (Gooding/Webb)
This request will authorize a System Supply Agreement for use of federal funds in the amount of \$432,920 with Path Master, Inc. for installation of a Centracs™ ATMS to improve intersection efficiency and traffic signal coordination under the EECBG. The source of funds is the American Recovery and Reinvestment Act of 2009. No matching funds are required.**p.40**

- K. Authorization to Accept Award from the Kentucky Transportation Cabinet (KYTC) for the Flight 5191 Memorial. (320-10) (Gooding/Webb)
This request will authorize the acceptance of an award of state funds in the amount of \$100,000 for completion of the Flight 5191 Memorial at Lexington Arboretum – State Botanical Garden of Kentucky. The source of funds is the aeronautics contingency fund. No matching funds are required.**p.41**
- L. Authorization of Amendment No. 11 to Agreement with ENTRAN® for the Newtown Pike Extension Improvements Project – Phase IV. (323-10) (Gooding/Webb)
This request will authorize Amendment No. 11 to increase agreement amount by \$350,496 with ENTRAN® for the Newtown Pike Extension Improvements Project to create plans and specifications for the burial of overhead utility lines for Phase IV. Original agreement amount was \$1,666,698.99. Total of previous amendments is \$4,559,306.52. New agreement amount is \$6,576,501.51. Funds are budgeted.**pp.42-45**
- M. Authorization of Change Order No. 3 to Contract with Wilbur Smith Associates for the Wayfinding Sign System Project. (324-10) (Webb)
This request will authorize Change Order No. 3 to increase contract amount by \$34,971 with Wilbur Smith Associates for the Wayfinding Sign System Project for redesign costs mandated by a change to the Federal Manual on Uniform Traffic Control Devices. Original contract amount was \$124,803. Total of previous change orders is \$183,092.89. New contract amount is \$342,866.95. Funds are budgeted.**pp.46-48**
- N. *Authorization of Change Order No. 1 to Contract with Hall Contracting Corporation for the South Elkhorn Pump Station Improvements Project. (316-10) (Martin/Bush)
This request will authorize Change Order No. 1 to increase contract amount by \$27,987 with Hall Contracting Corporation for the South Elkhorn Pump Station Improvements Project under the **EPA Consent Decree**. Original contract amount was \$3,842,000. New contract amount is \$3,869,987. Funds are budgeted.**pp.49-51**
- O. Authorization of an Engineering Services Agreement with Sherman Carter Barnhart, PSC for the Walhampton Drive Stormwater Study Project. (317-10) (Martin/Bush)
This request will authorize an Engineering Services Agreement in the amount of \$19,500 with Sherman Carter Barnhart, PSC to provide engineering services for the Walhampton Drive Stormwater Study Project. Funds are budgeted.**p.52**
- P. Authorization of Change Order No. 2 to Contract with Schroeder Construction, Inc. for the Haley Pike Landfill Closure Pump Station Upgrade Project. (318-10) (Bush)
This request will authorize Change Order No. 2 to increase contract amount by \$7,498.34 with Schroeder Construction, Inc. for the Haley Pike

Landfill Closure Pump Station Upgrade Project. Original contract amount was \$356,416. Total of previous change order was \$2,400. New contract amount is \$366,314.34. Funds are budgeted.**pp.53-58**

- Q. Authorization to Amend Section 21-5 of the Code of Ordinances within the Chief Information Office, Division of Enterprise Solutions and for Internal Advertisement within LFUCG. (315-10) (L. Jarvis/Dhuwaraha)
This request will authorize an amendment to Section 21-5 of the Code of Ordinances to create two (2) positions of Enterprise Systems Developer (Grade 116E) within the Division of Enterprise Solutions and authorize the advertisement of these positions within LFUCG. The fiscal impact for FY2011 is \$127,553.08. Total annual impact is \$132,655.20. Funds have been requested in the proposed FY2011 Budget.**p.59**
- R. Authorization of First Amendment to Amended and Restated Grant Agreement Among the Cabinet for Economic Development, the State Property and Buildings Commission, and the Belcan Engineering Group, Inc. (325-10) (Wright/Kelly)
This request will authorize a First Amendment to allow additional amendments to the terms to accommodate current economic circumstances to the Amended and Restated Grant Agreement among the Cabinet for Economic Development, the State Property and Buildings Commission, LFUCG and Belcan Engineering Group, Inc. There is no budgetary implication for LFUCG.**pp.60-64**

***EPA CONSENT DECREE**

URBAN COUNTY COUNCIL
WORK SESSION SUMMARY
& TABLE OF MOTIONS

June 15, 2010

Mayor Newberry chaired today's work session meeting. All Council Members were present except CM Feigel.

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

A motion by CM Gorton to table the summary from June 8, 2010, seconded by CM Stinnett, passed without dissent.

- IV. Budget Amendments-None

IV. New Business

- 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)
- B. Authorization of an Engineering Services Agreement with J.M. Crawford & Associates, Inc. for the Brighton Rail Trail Bridge Project. (301-10) (Gooding/ Webb)
- C. Authorization to Accept Deeds of Easement for the Clays Mill Road Improvements Project – Section 2B. (302-10) (Gooding/Webb)
- 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)
- 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)
- 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)

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

A motion by CM Beard to approve New Business items, seconded by CM Gorton, passed without dissent.

V. Continuing Business / Presentations-Yes

A. Council Services Committee Update

This report was given by Chair CM Ellinger There were three motions to come forward.

A motion by CM Ellinger to move the draft peddler ordinance forward to full Council, seconded by CM Myers, passed without dissent.

A motion by CM Ellinger to have Council create an enterprise fund for golf, seconded by CM McChord, failed by a 6-7 vote.

A motion by CM Ellinger to approve the Solid Waste Ordinance with the addition of allowing carts to be placed in the side yard, seconded by CM Lawless, passed without dissent.

VII. Council Report

CM Gorton-Welcomed her new Legislative Aide, Jenifer Benningfield-this is her second day.

CM McChord-Stated that he appreciated all the folks who came out for the 2nd Sunday activities; thanked Eric Frankel and the airport board for the event. It was stated that approximately 15K people came out.

CM Ellinger-Complimented those involved in the 2nd Sunday event also; made a motion for CM Crosbie.

CM Ellinger made a motion to install a multiway stop at the intersection of Hays Boulevard and Levi Todd Boulevard, seconded by CM Gorton, passed without dissent.

VM Gray-A motion by VM Gray, based upon the recommendation of the Council Committee of the Whole, to amend the Mayor's Proposed Budget, which is scheduled for first reading on Tuesday June 22, 2010, with the detailed changes that are reflected in Schedule I, Schedule III, Schedule IV, and the Late Items List (Schedule V), which schedules are attached hereto and incorporated herein by reference, seconded by CM Myers, passed by a 14-1 vote.

CM Blues-Complimented all involved in 2nd Sunday, especially CM McChord; announced several neighborhood association meetings: tonight at 7 pm Masterson Station at the clubhouse, on 6/17 at 7 pm Spiegel Heights at Antioch Baptist Church, on 6/21 at 6:30 pm Winburn at MLK Park Shelter; mention the death of Umi Southworth, a 2nd district citizen; there will be a candlelight vigil to memorialize and support her family on tomorrow, June 16th at 9 pm in the open area off antique Dr.

CM Lawless-Announced several neighborhood meetings: tonight at 7 pm Elizabeth St and N. Elizabeth St at 1st Christian Church on Audubon and Forest Park; on 6/24 at 7 pm Goodrich at the end of Goodrich Dr; Southland Assoc. sponsors the Southland jamboree every Tuesday evening; on 6/22 Southland Jamboree; Thursday Night Live at Cheapside Park; Farmer's Market on Saturdays at Cheapside Park and Sundays on Southland Dr; asked about street cleaning and cars parked on the street.

A motion by CM Lawless to place into the Services Committee the issue of street cleaning and parked cars on the street-lack of enforcement, seconded by CM Ellinger, passed without dissent.

CM James-Announced that tomorrow (actually Thursday June 17th) is Lextran's Dump the Pump Day and citizens can ride Lextran and Wheels free.

A motion by CM James to approve the NDF list, seconded by CM Martin, passed without dissent.

CM Lane-Stated that the community is fortunate for the low unemployment rate; thanked Mayor Newberry, Finance, VM Gray, and Council for their work on the budget; felt that it was appropriate to mention the draw from the Rainy Day Fund.

VIII. Mayor's Report-None

Mayor announced Mayor's Night In this Thursday at 5-7 pm at the Government Center.

CM Lawless wished a happy birthday to CM Gorton today, CM Blues on tomorrow, and CM Henson this week also.

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

Citizen, Ralph Ruschell, spoke about the budget. CM Lane responded.

A motion by CM Ellinger to adjourn, seconded by CM Stinnett passed without dissent.

Work session was adjourned at 3:57 pm.

BUDGET AMENDMENT REQUEST LIST

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JOURNAL	43385-86	DIVISION	Special Projects	Fund Name	Donation Fund
				Fund Impact	4,225.00
					4,225.00 CR
					.00

To provide funds for 4th of July expenses by recognizing revenues received.

JOURNAL	43580-81	DIVISION	Special Projects	Fund Name	Donation Fund
				Fund Impact	118,000.00
					118,000.00CR
					.00

To provide funds for Spotlight Lexington by recognizing various sponsorships recieved for this purpose.

JOURNAL	43583-84	DIVISION	Community Development	Fund Name	US Dept of Justice
				Fund Impact	834.00
					834.00CR
					.00

To recognize additional federal funds and grant match for Juvenile Accountability Block Grant for purchase of computer and software.

BUDGET AMENDMENT REQUEST SUMMARY

Fund	1103	Donation Fund	.00
Fund	3140	US Department of Justice	.00

NEW BUSINESS ITEMS REQUIRING BUDGET AMENDMENTS

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June 22, 2010 Work Session

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
309-10	TBD	Community Development	To establish grant budget for "Vintage Kentucky" A toast to Henry Clay Wine Festival.
G			3400 6,780 3400 6,780CR 0*
315-10	TBD	Enterprise Solutions	To create two (2) positions of Enterprise Systems Developer (grade 116E) in the Division of Enterprise Solutions.
Q			1101 157,110 1101 157,110CR 0*
320-10	TBD	Community Development	To accept award of state funds from the Kentucky Transportation Cabinet for Flight 5191 Memorial.
K			3400 100,000 3400 100,000CR 0*

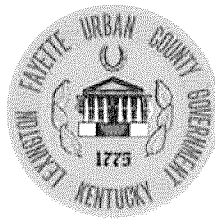
EFFECT ON FUND BALANCES

FUND 1101	0*	NO IMPACT TO:	GENERAL SERVICES DISTRICT
FUND 3400	0*	NO IMPACT TO:	GRANTS - STATE

Budget Information For New Business Items
June 22, 2010 Work Session

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Item	Number	Amount	Fund	Name / Description
A	297-10	NA		
B	310-10	NA		
C	311-10	NA		
D	321-10	93,663	3400	Grants – State
E	322-10	33,532	3400	Grants – State
F	308-10	NA		
G	309-10	6,780	3400	Grants – State Budget Journal
H	313-10	126,304.16	3120	US Department of Housing and Urban Development
I	314-10	300,000	1141	Miscellaneous Special Revenue
J	319-10	432,920	3210	U.S. Department of Energy
K	320-10	100,000	3400	Grants – State Budget Journal
L	323-10	350,496	3160	US Department of Transportation
M	324-10	34,971	2600	2010 Bond Fund
N	316-10	27,987	4003	Sanitary Sewer Construction Fund
O	317-10	19,500	4051	Water Quality Management Fund
P	318-10	7,498	4121	Landfill Fund
Q	315-10	127,553.08	1101	General Fund
R	325-10	NA		



297-10

Lexington-Fayette Urban County Government
DEPARTMENT OF GENERAL SERVICES

Jim Newberry
Mayor

Kimra Cole
Commissioner

TO: Mayor Jim Newberry
Urban County Council Members

FROM: 
David Loney, Deputy Director
Facilities and Fleet Management

DATE: June 2, 2010

SUBJ: Recommendation of RFP #30-2010 for Online Auction Service

The selection committee for RFP #30-2010 met on May 21, 2010. In attendance were:

David Loney, Fleet Management
Wanda Kean, Fleet Management
Artie Greene, Mayor's Office
Brian Marcum, Purchasing

Proposals for the online auction service were submitted by The Public Group, GovDeals and LoneStar Auctioneers. After a review of the merits of each proposal it was decided by a unanimous vote that the 7% commission fee structure offered by The Public Group (dba Public Surplus) was the most competitive. The committee also considered the quality of the service and support rendered by Public Surplus over the past three years making them the best choice for a recommendation for a new contract for online auction services.

Cc: Joe Kelly, Senior Advisor
Kimra Cole, Commissioner, Dept. of General Services
Jamshid Baradaran, Director, Division of Facilities and Fleet Management



LEXINGTON DIVISION OF POLICE

150 East Main Street • Lexington, KY 40507 • (859) 258-3600

310-10

14

TO: Mayor Jim Newberry
Urban County Council

FROM: Chief Ronnie Bastin
Division of Police

DATE: June 7, 2010

RE: Memorandum of Understanding – Fayette County Public Schools

Please find attached documentation and blue sheet for a Memorandum of Understanding ((MOU) between the Fayette County Public Schools and the Lexington-Fayette Urban County Government.

The primary purpose of this MOU is to outline understanding between the LFUCG and the Fayette County Public Schools (FCPS) to attach wireless communications equipment (referenced as the Public Safety Broadband Network/PSBN) to existing FCPS facilities.

This MOU is effective for one (1) year from the date of signature and will automatically renew for successive one (1) year terms until terminated by either party upon 90 days written notice to the other party. The attached MOU requires the Mayor's signature.

Upon approval and signing, please forward a copy of the agreement to the Chief's Office. There will be no budgetary impact.

Ronnie Bastin
Chief of Police

RB/rmh

Attachment

cc: Tim Bennett, Commissioner of Public Safety



LEXINGTON DIVISION OF POLICE

150 East Main Street • Lexington, KY 40507 • (859) 258-3600

311-10

15

TO: Mayor Jim Newberry
Urban County Council

FROM: Chief Ronnie Bastin
Division of Police

DATE: June 3, 2010

RE: Secured by Design Resolution

Please find attached draft resolution and blue sheet for the Secured by Design program.

This resolution recognizes and grants authority to the Lexington-Fayette Urban County Government Division of Police to administer the Secured by Design program. The goal of Secured by Design is to encourage safe design and further the development of socially sustainable neighborhoods throughout Lexington via the certification of residential, commercial mixed-use developments, parks and green space. Certification of the above mentioned developments will be based on design guides created and maintained by the Secured by Design organization. Secured by Design is a **voluntary** program. Organizations and community members associated with the built environment are *highly encouraged* to participate in this program and adhere to these safe design principles.

Awarding of the certifications will be based on a point system, with awards being given in two grades (platinum or basic) based on the characteristics of the development under review. Awarding of the certification will be based on the characteristics of the design guides and must be voted on by a certification board comprised of members from the Division of Police,

Certifications will be valid for a period of 5 years at which time an updated review of the development will be conducted to determine the ongoing conditions of the development.

The Division of Police is requesting approval of the attached resolution. There will be no budgetary impact. If you have any questions or require additional information, please contact me.

Ronnie Bastin
Chief of Police

Attachment

RB/rmh

cc: Tim Bennett, Commissioner of Public Safety

311-10

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND GRANTING AUTHORITY TO THE DIVISION OF POLICE TO ADMINISTER THE SECURED BY DESIGN PROGRAM.

WHEREAS, the goal of Secured by Design Program is to encourage safe design and further the development of socially suitable neighborhoods throughout Lexington-Fayette Urban County via the certification of residential, commercial mixed use developments, parks and green space;

WHEREAS, organizations and community members associated with the built environment are highly encouraged to participate in Secured by Design Program and adhere to the safe design principles; and

WHEREAS, the Council finds it beneficial to the Lexington-Fayette Urban County for the Division of Police to administer the Secured by Design Program.

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

Section 1 - That the Division of Police is authorized to administer the Secured by Design Program in Lexington-Fayette Urban County.

Section 2 – Certification will be based on design guides created and maintained by the Secured by Design Organization as administered by the Division of Police.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

PUBLISHED:




321-10

Lexington-Fayette Urban County Government
DEPARTMENT OF PUBLIC SAFETY

Jim Newberry
Mayor

Tim Bennett
Commissioner

June 15, 2010

TO: Mayor Jim Newberry and Urban County Council
FROM: David S Lucas, Director of Enhanced 9-1-1 
RE: Sole Source procurement for Equipment expansion
VIA: Tim Bennett, Commissioner of Public Safety

The Division of Enhanced 9-1-1 has secured state grant funds to expand the existing Central Kentucky 9-1-1 infrastructure, hosted by LFUCG, to include additional counties beyond the founding partner counties of Fayette, Jessamine and Woodford. The existing selective routers require expansion cards and additional software licenses to accommodate the additional volume and carrier connections associated with the new partners. Per the manufacturer (Solacom), AK Associates is the sole source provider and is certified to maintain, upgrade and install the related software, hardware and peripherals. Therefore, designation of AK Associates as the sole source vendor for the expansion of the current system is requested.

The cost for such equipment in the present fiscal year is a maximum of \$ 96,663 and is fully budgeted within the Division of Enhanced 911. All funds for the 9-1-1 infrastructure project is from state grant funds and do not affect general fund accounts. The requested products, software, installation and maintenance meet all state specifications and are acceptable expenses as outlined by regulations created by the Commonwealth of Kentucky.

The following documents are attached:

1. Administrative review form. (Blue sheet)
2. Individual equipment listing and cost sheet.
3. Sole Source Procurement Certification
4. Purchase Order Request

Please return completed documents to my attention for final disposition.



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

Sole Source Purchases are defined clearly, based upon a legitimate need, and are limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological grounds such as operational compatibility with existing equipment and related parts or upon a clearly unique and/or cost effective feature requirement. The use of sole source purchases must be justified and shall be limited only to those specific instances in which compatibility or technical performance needs are being satisfied.

Sole Source Services are defined as a service provider providing technical expertise of such a unique nature that the service provider is clearly and justifiably the only practicable source available to provide the service. The justification shall be based on the uniqueness of the service, sole availability at the location required, or warranty or defect correction service obligations of the service provider.

This form must be filled out for the request to purchase any good or non-professional service that requires a competitive procurement process (informal quotes (\$1001-\$10,000), formal quotes (\$10,001 - \$19,999.99), or formal bid (\$20,000 or more) as defined in the LFUCG's Purchasing Manual. This form must be completed in its entirety and attached to the purchase requisition.

Note: Sole Source Purchase requests for goods exceeding \$20,000 will require approval by the Urban County Council by submitting an Administrative Review Form. A copy of this form must be signed off by Central Purchasing and attached to the Administrative Review Form.

Requesting Division

Name David Lucas Division/Dept Division of E911

Phone 859-258-3380 Email davidl@lexingtonky.gov

Type of Purchase: ☒ Goods/Materials/Equipment ☐ Services

Cost: \$ 93,663

Sole Source Request for the Purchase of: VoIP Trunk Interface Kit, T1 Trunk Interface

Kit and Selective Router Software upgrade for existing Solacom 9-1-1 Selective routers.

☐ One Time Purchase ☒ To Establish Sole Source Provider Contract
(subject to annual review and approval by Central Purchasing and/or Urban County Council)

Vendor Information

Business Name AK Associates

Contact Name Arthur Kraus

Address 7 Independence Ave, Derry NH 03038

Phone 603-432-5755 Email artkraus@akassociates911.com

STATEMENT OF NEED: (Add additional pages as needed)



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

My division/department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the LFUCG. I know of no conflict of interest on my part, and I have no personal involvement in any way with this request. No gratuities, favors, or compromising actions have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, persons or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

1. Describe the product or service and list the necessary features this product provides that are not available from any other option.

The two existing Solacom selective routers used by LFUCG 911 were obtained via a state grant to create a regional 911 network involving several counties. Solacom was selected at that time as the sole provider of the technology needed to integrate LFUCG's existing systems with Windstream and the other counties. Per Solacom, the only certified source to obtain, install and upgrade our system is AK Associates, who also installed and maintains the original acquisition. This upgrade will expand the capacity of the current system.

2. Below are eligible reasons for sole source. Check one and describe.

☐ Licensed or patented product or service. No other vendor provides this. Warranty or defect correction service obligations to the consultant. Describe why it is mandatory to use this licensed or patented product or service.

☒ Existing LFUCG equipment, inventory, custom-built information system, custom-built data inventory system, or similar products or programs. Describe. If product is off-the-shelf, list efforts to find other vendors (i.e. web site search, contacting the manufacturer to see if other dealers are available to service this region, etc.)

☐ Uniqueness of the service. Describe.

☐ The LFUCG has established a standard for this manufacturer, supplier, or provider and there is only one vendor. Attach documentation from manufacturer to confirm that only one dealer provides the product.

☐ Factory-authorized warranty service available only from this single dealer. Sole availability at the location required. Describe.

☐ Used item with bargain price (describe what a new item would cost). Describe.

☐ Other – The above reasons are the most common and established causes for an eligible sole source. If you have a different reason, please describe:

-



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

3. Describe efforts to find other vendors or consultants (i.e. phone inquiries, web site search, contacting the manufacturer to see if other dealers are available to service region, etc.).

Division of E911 tried to obtain equipment and services directly from the manufacture (Solacom) but was advised that the only avenue to acquire, install and maintain the equipment and software was via Solacom's certified partner in the region, AK Associates.

4. How was the price offered determined to be fair and reasonable?

(Explain what the basis was for comparison and include cost analyses as applicable.)

The price for equipment and software upgrades were evaluated against manufactory's suggested price and were identified as being lower than such cost and lower than the the same product in other regions.

5. Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier.

By acquiring the equipment from this source, additional cost for installation, implementation and testing are avoided. AK Associates is itemizing the services required to install the Solacom equipment as part of the grant project.



322-10 21

Lexington-Fayette Urban County Government
DEPARTMENT OF PUBLIC SAFETY

Jim Newberry
Mayor

Tim Bennett
Commissioner

June 15, 2010

TO: Mayor Jim Newberry and Urban County Council

FROM: David S Lucas, Director of Enhanced 9-1-1 

RE: Sole Source procurement for 9-1-1 infrastructure

VIA: Tim Bennett, Commissioner of Public Safety

The Division of Enhanced 9-1-1 has secured state grant funds to expand the existing Central Kentucky 9-1-1 infrastructure, hosted by LFUCG, to include additional counties beyond the founding partner counties of Fayette, Jessamine and Woodford. The infrastructure design dictates the use of routers and channel banks capable of handling T1, analog, and IP technology across Windstream's statewide IP network. Engage Communications has proven to be the sole source provider of properly configured hardware to operate within the developed system. The designation of Engage Communication as a sole source vendor for this specific equipment is requested.

The cost for such equipment in the present fiscal year is a maximum of \$ 33,532 and is fully budgeted within the Division of Enhanced 911. All funds for the 9-1-1 infrastructure project is from state grant funds and do not affect general fund accounts. The requested products, software, installation and maintenance meet all state specifications and are acceptable expenses as outlined by regulations created by the Commonwealth of Kentucky.

The following documents are attached:

1. Administrative review form. (Blue sheet)
2. Individual equipment listing and cost sheet.
3. Sole Source Procurement Certification
4. Purchase Order Request

Please return completed documents to my attention for final disposition.



Quotation

Quote No.: 6413

Date: 25-May-10

Corporate Office:

9565 Soquel Drive
Aptos, CA 95003 USA
Tel +1.831.688.1021
Fax +1.831.688.1421
www.engageinc.com

Prepared By:

Tom Ver Ploeg
Director of Sales - Eastern
Millersville, MD 21108 USA
Tel: +1.410.987.0166
tverploeg@engageinc.com

Ship To	Requestor
Annette Cook Sr. Admin Spec. - Addr City of Lexington	Annette Cook Sr. Admin Spec. - Addr City of Lexington Lexington, KY 40503 (859)258-3089 annettec@lexingtonky.gov

Terms:	Net 30	FOB Factory, Aptos, CA, USA - FCA Shipping Point
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Item	Item Code	Description	Unit	Qty	Extended
1	095-CHUBE	CHUB-E CHASSIS, 5RU, 15 Slot, 19" Mt, One power module req'd, install two for redundant power	\$1,276	2	\$2,552
2	095-UNIV-200	Universal Power Module 90-240 VAC, 50/60 Hz, 200 Watts	\$396	4	\$1,584
3	095-BLANK	Empty Slot Cover	\$32	20	\$640
4	CH-223-1544-01	IP-Tube DLT1, dual 10/100 BaseT, Single T1 port, Echo Can. and Data Compression - (CHUB-E Slot Card)	\$2,196	10	\$21,960
5	MUX	IP-Tube DL DS0 Multiplexing Option	\$400	10	\$4,000
6	223-1544-01	IP-Tube DLT1, dual 10/100 BaseT, Single T1 port, Echo Can. & Data Compression	\$2,396	1	\$2,396
7	MUX	IP-Tube DL DS0 Multiplexing Option	\$400	1	\$400
					\$33,532

Notes

- 1 Quotation is valid for 90 days
- 2 Units typically ship 5-10 days after receipt of order
- 3 Shipping charges not included in this quote - buyer responsible for all shipping charges

NOTE: Please reference this Quote on your order



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

Sole Source Purchases are defined clearly, based upon a legitimate need, and are limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological grounds such as operational compatibility with existing equipment and related parts or upon a clearly unique and/or cost effective feature requirement. The use of sole source purchases must be justified and shall be limited only to those specific instances in which compatibility or technical performance needs are being satisfied.

Sole Source Services are defined as a service provider providing technical expertise of such a unique nature that the service provider is clearly and justifiably the only practicable source available to provide the service. The justification shall be based on the uniqueness of the service, sole availability at the location required, or warranty or defect correction service obligations of the service provider.

This form must be filled out for the request to purchase any good or non-professional service that requires a competitive procurement process (informal quotes (\$1001-\$10,000), formal quotes (\$10,001 - \$19,999.99), or formal bid (\$20,000 or more) as defined in the LFUCG's Purchasing Manual. This form must be completed in its entirety and attached to the purchase requisition.

Note: Sole Source Purchase requests for goods exceeding \$20,000 will require approval by the Urban County Council by submitting an Administrative Review Form. A copy of this form must be signed off by Central Purchasing and attached to the Administrative Review Form.

Requesting Division

Name David Lucas Division/Dept Division of E911

Phone 859-258-3380 Email davidl@lexingtonky.gov

Type of Purchase: ☒ Goods/Materials/Equipment ☐ Services

Cost: \$ 33, 532

Sole Source Request for the Purchase of: IP-Tube DLT1 with multiplexing option,
universal power module and related peripherals; properly configured to LFUCG specifications

☐ One Time Purchase ☐ To Establish Sole Source Provider Contract
(subject to annual review and approval by Central Purchasing and/or Urban County Council)

Vendor Information

Business Name Engage Communications

Contact Name Ton Ver Ploeg

Address 9565 Soquel Dr, Aptos CA 95003

Phone 410-987-0166 Email tverploeg@engageinc.com

STATEMENT OF NEED: (Add additional pages as needed)



322-10

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JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

My division/department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the LFUCG. I know of no conflict of interest on my part, and I have no personal involvement in any way with this request. No gratuities, favors, or compromising actions have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, persons or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

1. Describe the product or service and list the necessary features this product provides that are not available from any other option.

The IP-Tube, chassis and related hardware must be configured to non-standard specifications to properly intergrate with existing selective routers and IP network used within the Central KY 9-1-1 network. Previous purchases of similiar hardware were unsuccessful until a provider was located that could delivered within the required specifications.

2. Below are eligible reasons for sole source. Check one and describe.

☐ Licensed or patented product or service. No other vendor provides this. Warranty or defect correction service obligations to the consultant. Describe why it is mandatory to use this licensed or patented product or service.

☒ Existing LFUCG equipment, inventory, custom-built information system, custom-built data inventory system, or similar products or programs. Describe. If product is off-the-shelf, list efforts to find other vendors (i.e. web site search, contacting the manufacturer to see if other dealers are available to service this region, etc.)

☐ Uniqueness of the service. Describe.

☐ The LFUCG has established a standard for this manufacturer, supplier, or provider and there is only one vendor. Attach documentation from manufacturer to confirm that only one dealer provides the product.

☐ Factory-authorized warranty service available only from this single dealer. Sole availability at the location required. Describe.

☐ Used item with bargain price (describe what a new item would cost). Describe.

☐ Other – The above reasons are the most common and established causes for an eligible sole source. If you have a different reason, please describe:

-



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

3. Describe efforts to find other vendors or consultants (i.e. phone inquiries, web site search, contacting the manufacturer to see if other dealers are available to service region, etc.).

Phone inquiries and additional quotes were obtained from vendors that could supply the same equipment although hardware configuration was not included.

4. How was the price offered determined to be fair and reasonable?
(Explain what the basis was for comparison and include cost analyses as applicable.)

The products required for the project are available from other distributors without additional programming and configuration. The non-customized products are within the same pricing structure as those obtained from this vendor.

5. Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier.

The additional services provided by this vendor to customize the hardware and software to LFUCG's specifications without additional charges is a cost savings from other vendors. Obtaining the equipment from others then paying for alterations incurs additional cost, delays and can negate or limit the warranties provided by the original vendor.



308-10


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Lexington-Fayette Urban County Government
OFFICE OF THE MAYOR

Jim Newberry
Mayor

MEMORANDUM

TO: Jim Newberry, Mayor
Council Members

FROM: Krista A. Greathouse, 
World Equestrian Games Liaison

DATE: June 14, 2010

SUBJECT: Horse Mania Encroachment Agreement

Attached is the Encroachment Agreement with LexArts for Horse Mania 2010. This agreement replicates the approved 2000 agreement. Should you have any questions, please do not hesitate to contact me at 258- 3121.

Thank you for your assistance.

ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and entered into this the _____ day of _____, 2010, by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government formed pursuant to KRS Chapter 67A 9hereinafter, the "Government"), 200 East Main Street, Lexington, Kentucky 40507 and LEXARTS INC., a Kentucky non-profit corporation (hereinafter, "LexArts), 161 North Mill Street, Lexington, Kentucky 40507;

WHEREAS, the Government is an active supporter of both the arts and the equine industry; and

WHEREAS, the arts and the horse industry are integral parts of the economy of Central Kentucky, in terms of employment and tourism; and

WHEREAS, LexArts wishes to publicly recognize the importance of public art and the contributions of the horse industry to Central Kentucky, raise awareness of the arts, and promote tourism; and

WHEREAS, an exhibition of art forms will promote awareness and tourism and improve the aesthetic quality of life for the citizens of Fayette County; and

WHEREAS, the Government is the owner of certain real property and right-of-way (collectively, hereinafter, the "Property") located at various locations throughout the urban county identified in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, LexArts wishes to temporarily display art in the form of various sculptured horses on this Property (said locations being set forth on the attached Exhibit A); and

WHEREASE, placement of these sculptured horses on the Property requires the construction of a concrete base to support and secure each sculpture; and

WHEREAS, the Government is willing to allow temporary encroachment on the Property by construction of a concrete base and placement of a sculptured horse as requested by LexArts upon certain terms and conditions agreed upon by the parties and further set forth herein;

NOW THEREFORE, in consideration of the premises and of the mutual promises and covenants herein contained, it is agreed by and between the parties as follows:

1. LexArts shall construct and install, at its cost, the aforementioned concrete bases, in accordance with plans approved by the Government's Division of Building Inspection, at the locations specified in Exhibit A. LexArts shall conform placement of said bases to the precise location directed by the Government's Division of Building Inspection, which shall be determined by considerations of public safety including but not limited to the minimization of sight obstructions, impediments to pedestrian or vehicular traffic flow.

2. LexArts shall install, at its cost, the aforementioned horse sculptures, in accordance with plans approved by the Government's Division of Building Inspection, upon the concrete bases at the locations specific in Exhibit A and as directed by the Division of Building Inspection.

3. LexArts may install bases and sculptures and shall maintain same as provided herein during the term of this Encroachment Agreement, from July 5, 2010 through October 31, 2010.

4. LexArts shall be responsible for all maintenance of concrete bases and horse sculptures.

5. LexArts shall indemnify and hold harmless the Government against and from any and all claims, damages, causes of action and demands of any kind or nature arising out of or in connection with the placement, installation, repair, maintenance, and removal of the concrete bases and/or horse sculptures when the aforementioned acts occur within and upon the Property.

6. LexArts further agrees to carry Commercial General Liability Insurance providing coverage at least as broad as Insurance Services Office Form CG-0001 (07/98) with combination of primary and umbrella coverage limits of not less than \$1,000,000 per occurrence and a \$2,000,000 aggregate for bodily injury and property damage. Said policy shall be with an insurance company authorized to do business in the Commonwealth of Kentucky, with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide. The policy shall name the Lexington-Fayette Urban County Government as "additional insured."

7. LexArts shall assume full responsibility for any and all physical damage to the Property which occurs as a result of this encroachment.

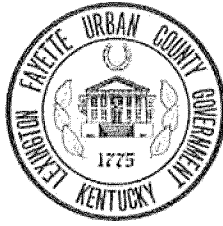
8. LexArts shall, at its own cost, remove or cause to be removed all bases and sculptures and shall restore the Property to its pre-encroachment condition on or before November 1, 2010.

9. Notwithstanding the term set forth in paragraph 3, this Agreement may be terminated by either party, with or without cause, upon sixty (60) days written notice to the other party. If either party provides notice of termination, LexArts shall, at its cost, remove the encroaching bases and sculptures from the Property and return the Property to its pre-encroachment condition within forty-five (45) days of giving or receiving a termination notice.

10. If LexArts fails to remove the bases and/or sculptures as provided above, and/or fails to return the Property to its pre-encroachment condition, the Government shall remove said bases and/or sculptures and return the sculptures to LexArts and LexArts hereby agrees to pay the reasonable cost of such removal, return and restoration of the Property.

11. Notwithstanding any of the foregoing paragraphs, should a safety or welfare concern, as determined solely by the Government, necessitate removal of one or more of the bases and/or horse sculptures, LexArts, upon written notice from the Government shall, as soon as is practicable, remove or cause to be removed such base and/or horse sculpture. Such a written notice from the Government shall specify the location of the base and horse sculpture and the reason necessitating removal. Government will use its best efforts to identify an alternative location for placement of any base and sculpture which is required to be removed from its original location. LexArts shall bear all costs associated with such removal and/or any relocation of the base and sculpture. The terms of Paragraph 9 above shall apply if the Government is required to remove any base or sculpture.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.



309-10

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 11, 2010

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO ACCEPT AWARD FROM
KENTUCKY DEPARTMENT OF AGRICULTURE FOR THE "VINTAGE
KENTUCKY: A TOAST TO HENRY CLAY" WINE FESTIVAL**

The Kentucky Department of Agriculture, Office of Agriculture Marketing & Product Promotion has offered the LFUCG an award of \$6,780 to assist with operating expenses related to the "Vintage Kentucky: A Toast to Henry Clay" wine festival. The source of funds is the Kentucky Agricultural Development Board, whose purpose is to encourage the agricultural industry of the state. Funds are authorized as per KRS 246.070. Funds will be used for overtime hours worked during the festival by employees of the Division of Police and Division of Parks and Recreation, seasonal employee hours, contractual services, rental of equipment, and other operating supplies. No matching funds are required.

Council authorization to accept the award is hereby requested.



Irene Gooding, Acting Director

Xc: Shaye Raybold, Chief of Staff, Office of the Mayor



313-10

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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: JUNE 11, 2010

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO EXECUTE SECOND
AMENDMENT TO FIRST-TIME HOMEBUYERS PROGRAM
AGREEMENT WITH REACH, INC.**

On April 23, 2009 (Ordinance No52-2009), Council authorized submission of the 2009 Consolidated Plan to the U.S. Department of Housing and Urban Development, and acceptance of federal funds for Community Development Block Grant Program, HOME Investment Partnerships Program, and Emergency Shelter Grants Program. The same ordinance also provided for the execution of agreements with the entities named in the plan. Subsequently, an agreement was executed with REACH, Inc., for the use of \$350,000 for the operation of the First-Time Homebuyers Program.

On November 19, 2009 (Resolution No. 728-2009), Council approved Amendment to Agreement with REACH for use of additional \$400,000 in HOME Investment Partnerships Program funds for the First— Time Homebuyers Program.

The proposed Second Amendment to First-Time Homebuyers Program Agreement provides REACH with an additional \$126,304.16 to operate the First-Time Homebuyers Program and provides for a minimum of 41 households to be assisted.

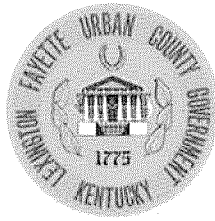
Funds for this amendment are in process of being budgeted as:

FUND	DEPT ID	SECT	ACCOUNT	BUD REF	ACTIVITY	PROJECT
3120	900202	0001	78107	2008	H01	HOME 2008

Council authorization to execute Second Amendment to Agreement is hereby requested.

Irene Gooding, Acting Director

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



314-10

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

Jim Newberry
Mayor

Mike Webb
Commissioner

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

FROM: Ron Herrington, P.E., PLS *RH*
Director Traffic Engineering

DATE: June 14, 2010

SUBJECT: Memorandum of Agreement for the Operations and Maintenance of Traffic Signals and Electrical Traffic Control Devices on the State Primary Road System

Through this Memorandum of Agreement the Lexington Fayette Urban County Government (LFUCG), Division of Traffic Engineering, will assume certain specific obligations and responsibilities with regard to the operations and maintenance of traffic signals and electrical traffic control devices on the Kentucky Transportation Cabinet (KTC), Department of Highways, State Primary Road System in Fayette County.

The LFUCG is obligated to provide adequate staffing and services related to the safe and efficient operation of the computerized traffic signal control system and the timely and necessary maintenance of the Fayette County traffic signals and electrical control devices. In addition, the LFUCG will be responsible for all media and citizen inquiries and all public relations regarding the State Primary Route traffic signals.

This Agreement obligates the KTC to provide the LFUCG Division of Traffic Engineering funding not to exceed \$300,000 per state fiscal year for the purpose of operating and maintaining traffic signals and electrical traffic control devices.

The division requests approval of the MODIFICATION Agreement to add \$300,000.00 to contract and extend from July 1, 2010 to June 30, 2011.

Approved by:

James M. Webb
James M. Webb, Commissioner of Public Works

Attachment

**MEMORANDUM OF AGREEMENT BETWEEN
KENTUCKY TRANSPORTATION CABINET AND
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
FOR
OPERATIONS AND MAINTENANCE OF TRAFFIC SIGNALS AND
ELECTRICAL TRAFFIC CONTROL DEVICES ON THE STATE PRIMARY ROAD
SYSTEM**

This memorandum of agreement (hereinafter, "the Agreement") is made and entered into by and between the Commonwealth of Kentucky Transportation Cabinet, Department of Highways, 200 Mero Street, Frankfort, Kentucky, 40622 (hereinafter, "the Cabinet") and the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Kentucky, 40507 (hereinafter "LFUCG")

This Agreement supersedes item number six in the Maintenance and Traffic Contract between the City of Lexington and the Department of Highways dated October 12, 1972. All other portions of the October 12, 1972 contract remain in place and are not impacted by this Agreement.

WHEREAS, LFUCG, in the interest of public safety and traffic flow efficiency, has requested authority to assume certain obligations and responsibilities with regard to the Department of Highways State Primary Road System located within the boundaries of Fayette County, and

WHEREAS, the Cabinet, in the interest of public safety and traffic flow efficiency, has agreed to assign certain responsibilities with regard to traffic signalization, operations and maintenance in Fayette County to LFUCG; and

WHEREAS, the Cabinet has the authority to enter into any and all agreements inclusive of agreements with local government entities pursuant to KRS 177.043; and

WHEREAS, LFUCG has authority to elect to maintain and operate traffic signalization on roadways, located on the Department of Highways State Primary Road System within Fayette County pursuant to KRS 177.055; and

WHEREAS, the purpose of this Agreement is to set forth the duties and obligations of the parties with regard to the maintenance and operation of traffic signals and electrical traffic control devices on the State Primary Road System within Fayette County; and

WHEREAS, the Cabinet, and the LFUCG desire to enter into this agreement to enhance traffic management in Fayette County;

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the Cabinet and LFUCG, (collectively hereinafter "the Parties") agree as follows:

MEMORANDUM OF AGREEMENT BETWEEN
KENTUCKY TRANSPORTATION CABINET AND
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
FOR
OPERATIONS AND MAINTENANCE OF TRAFFIC SIGNALS AND
ELECTRICAL TRAFFIC CONTROL DEVICES ON THE STATE PRIMARY ROAD
SYSTEM

1. Effective Date - This Agreement shall become effective on the first day of the first month after it is executed by the Secretary of Transportation.
2. Scope - The terms of this Agreement shall apply to all state maintained routes in Fayette County.
3. Authorization of LFUCG - LFUCG agrees to seek approval and authorization from its Urban County Council and shall obtain and incorporate herein a resolution or other written authorization. This Agreement and all terms herein are therefore contingent upon obtaining any and all appropriate and necessary authorization from the Urban County Council.
4. Authority to enter Into Agreement - The parties represent and warrant, by the signatures of their duly appointed representatives, that they are legally entitled to enter into this Agreement, and will not be violating, directly or indirectly, any conflict of interest statute of the Commonwealth of Kentucky by performance of the obligation imposed on them by this Agreement. The parties further represent and warrant that they have no conflict of interest, in any manner or degree, with the performance duties of this Agreement.
5. Obligations of the Cabinet - The Cabinet covenants and agrees to undertake the following obligations:
 - a. The Cabinet agrees to provide funding, not to exceed \$300,000 for a fiscal year, to the Lexington Fayette Urban County Government, Division of Traffic Engineering, for the purpose of operating and maintaining traffic signals and electrical traffic control devices on the State Primary Road System in Fayette County.
 - b. The Cabinet agrees to install new traffic signals and electrical traffic control devices, approved by the Cabinet, on the State Primary Road System in Fayette County, in accordance with the standards, specifications, and policies of the Cabinet. All new installations made under this agreement shall be property of the Cabinet.
 - c. The Cabinet, after the initial turn on of a new traffic signal or electrical traffic control device installed by the Cabinet, or by a contractor through the encroachment permit process, agrees to delegate the operation and maintenance to LFUCG.

**MEMORANDUM OF AGREEMENT BETWEEN
KENTUCKY TRANSPORTATION CABINET AND
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
FOR
OPERATIONS AND MAINTENANCE OF TRAFFIC SIGNALS AND
ELECTRICAL TRAFFIC CONTROL DEVICES ON THE STATE PRIMARY ROAD
SYSTEM**

- d. The Cabinet agrees to provide materials as necessary to repair and maintain traffic signals and electrical traffic control devices on the State Primary Road System in Fayette County from the Cabinet's warehouse stock. The Cabinet will not provide specialized equipment or materials that exceed the Cabinet's specifications. The Cabinet has first right of refusal for State owned equipment removed as a result of work accomplished under this agreement.
 - e. At the discretion of the Cabinet, and upon the written request of LFUCG, specialized materials and major projects, beyond the capabilities of LFUCG, and beyond the scope of the agreement, may be approved and completed by the Cabinet, or as mutually agreed upon by both parties.
6. Obligations of LFUCG - LFUCG covenants and agrees to undertake the following obligations:
- a. LFUCG agrees to maintain and operate the traffic signals and electrical traffic control devices on roadways located on the Department of Highways State Primary Road System within Fayette County.
 - b. LFUCG shall comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies, including, but not limited to, 23 CFR Part 655, the Manual on Uniform Traffic Control Devices and amendments thereto, and the Division of Traffic Operations Guidance Manual.
 - c. LFUCG agrees to accept the maintenance and operations of new traffic signals and electrical traffic control devices installed by the Cabinet, or by a contractor through the encroachment permit process, under the terms of the Agreement.
 - d. LFUCG shall be responsible for all media and citizen inquiries and all public relations regarding the traffic signals and electrical traffic control devices for which they are responsible. This provision shall not prohibit or otherwise interfere with any state-wide or county-wide public relations

MEMORANDUM OF AGREEMENT BETWEEN
KENTUCKY TRANSPORTATION CABINET AND
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
FOR
OPERATIONS AND MAINTENANCE OF TRAFFIC SIGNALS AND
ELECTRICAL TRAFFIC CONTROL DEVICES ON THE STATE PRIMARY ROAD
SYSTEM

efforts undertaken by the Cabinet that may have some impact on
aforementioned traffic signal locations.

- e. LFUCG shall be responsible for employing adequate staffing to provide the labor and services related to the safe and efficient operation of the computerized traffic signal control system and the timely and necessary maintenance of the Fayette County traffic signals and electrical traffic control devices.
 - f. LFUCG shall take no action which impedes or negatively impacts the Lexington Area Metropolitan Planning Organization Long Range Plan, Transportation Improvement Plan or Six Year Highway Plan or the process related thereto.
7. Mutuality of Obligations - The parties agree that the obligations imposed upon them are for the benefits of the parties. Timely fulfillment of each and every obligation in accordance with this memorandum is necessary. The failure of any party to fulfill any of its obligations under this memorandum or the failure of any event to occur by a date established by this memorandum shall constitute a breach of the Agreement unless the fulfillment of such obligation is waived or modified by written Agreement of the parties.
8. Assurances - Where required by law, the parties to this memorandum shall comply with the Executive Branch Code of Ethics and all applicable state and federal statutes relating to non-discrimination. LFUCG shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, or age. LFUCG further agrees to applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. LFUCG will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, age, or disability. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. LFUCG agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

MEMORANDUM OF AGREEMENT BETWEEN
KENTUCKY TRANSPORTATION CABINET AND
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
FOR
OPERATIONS AND MAINTENANCE OF TRAFFIC SIGNALS AND
ELECTRICAL TRAFFIC CONTROL DEVICES ON THE STATE PRIMARY ROAD
SYSTEM

9. Term - This Agreement shall be automatically renewed for an additional two years, to run concurrent with the state fiscal year (July 1 to June 30), unless either party hereto gives notice to on or before June 30, 2007. This automatic renewal shall continue indefinitely unless either party gives notice as set forth in Paragraph 10 of this Agreement.
10. Termination - Any party shall have the right to terminate and cancel this Agreement at any time by giving thirty (30) days written notice served on the other parties by registered or certified mail. This termination clause, if executed, shall be effective on the first day of a calendar month.
11. Payment - The Cabinet shall pay LFUCG, within 30 working days, all approved billings for labor including engineering costs, material, and equipment in the performance of the work as outlined in the Agreement. LFUCG shall submit these billings on a monthly invoice equal to 1/12 of the annual contract amount. Total payments under the Agreement shall not exceed \$300,000 for a fiscal year. If the contract begins or terminates on a date other than the beginning or end of the fiscal year, only billing increments of 1/12 of the total annual contract amount will be considered for payment. No payment will be made for work occurring outside the effective dates of the agreement.
12. Audits and Inspections - LFUCG agrees that the Cabinet, the Finance Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to the Agreement for the purpose of financial audit or program review.
13. Modifications - No modification or change of any provision in this Agreement shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the parties hereto.
14. Hold Harmless - LFUCG shall hold harmless the Cabinet, the Commonwealth, its officers, employees, agents and contractors, from any action or claim against those parties resulting from or based upon this Agreement, including but not limited to any liability resulting from discretionary decisions made by LFUCG with regard to traffic signalization, pursuant to the authority transferred to LFUCG by this Agreement.

MEMORANDUM OF AGREEMENT BETWEEN
KENTUCKY TRANSPORTATION CABINET AND
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
FOR
OPERATIONS AND MAINTENANCE OF TRAFFIC SIGNALS AND
ELECTRICAL TRAFFIC CONTROL DEVICES ON THE STATE PRIMARY ROAD
SYSTEM

15. Disputes - Any dispute concerning a question of fact in connection with work performed pursuant to this Agreement that cannot be disposed of by agreement between the parties shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final. Any dispute concerning a question of law shall be governed by the laws of the Commonwealth of Kentucky. The parties hereto agree that any legal action brought on the basis of this Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

APPROVED AS TO FORM
AND LEGALITY

KENTUCKY TRANSPORTATION CABINET
Department of Highways

BY: _____

BY: _____

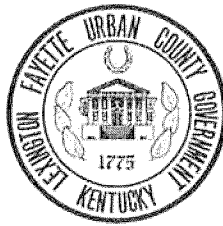
BILL NIGHTBOLT, Secretary

BY: _____

LEXINGTON - FAYETTE URBAN COUNTY
GOVERNMENT

BY: _____

Jim Newberry Mayor



319-10

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 15, 2010

**SUBJECT REQUEST COUNCIL AUTHORIZATION TO EXECUTE SYSTEM SUPPLY
AGREEMENT WITH PATH MASTER, INC. FOR INSTALLATION OF A CENTRACS
ADVANCED TRAFFIC MANAGEMENT SYSTEM UNDER THE ENERGY
EFFICIENCY AND CONSERVATION BLOCK GRANT— RFP 35-2009**

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 implementation of Intelligent Transportation System strategies to improve traffic flow for all modes of transportation on Fayette County roadways. This activity promotes energy efficiency, conservation and the environment by reducing congestion. Reducing congestion will reduce vehicle delays, fuel consumption, and travel times thereby conserving energy, and reducing harmful air pollutants and greenhouse gas (GHG) emissions. It also will improve emergency vehicle response times, reduce accidents, and improve air quality.

Upon issuance of RFP 35-2009, one proposal was received. This proposal from Path Master, Inc., was reviewed by a selection committee and was found to meet required specifications.

The Agreement in the amount of \$432,920 provides for Path Master to furnish, integrate and test hardware and software systems for a fully operational Centracs advanced traffic management system. Centracs ATMS software shall be provided and licensed for use with up to 400 intersections. Agreement also provides for training for up to ten staff persons.

Funds are budgeted as follows:

FUND	DID	SECT	ACCOUNT	BUD REF	PROJECT	ACTIVITY	AMOUNT
3210	303602	3601	96202	2010	EEBCG R 2010	E TRAFFIC	413,150
3210	303602	3601	91611	2010	EEBCG R 2010	E TRAFFIC	19,770

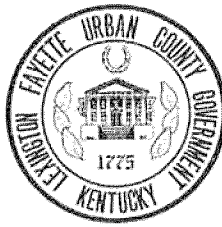
Council authorization to execute agreement with Path Master, Inc., is hereby requested.


Irene Gooding, Acting Director

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

200 East Main Street • Lexington, KY 40507 • (859) 425-2255 • www.lexingtonky.gov

HORSE CAPITAL OF THE WORLD



320-10

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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: JUNE 15, 2010

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO ACCEPT AWARD
OF STATE FUNDS FROM THE KENTUCKY TRANSPORTATION
CABINET FOR FLIGHT 5191 MEMORIAL**

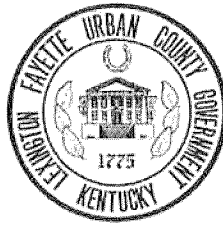
The Kentucky Transportation Cabinet has offered the Lexington-Fayette Urban County Government funding in the amount of \$100,000 in state funds for the completion of a memorial at the Arboretum – State Botanical Garden of Kentucky to honor the victims of Flight 5191. The source of state funds is aeronautics contingency funding. No matching funds are required. The LFUCG is responsible for all costs in excess of \$100,000.

Council authorization to accept the award and to approve the execution of the agreement with the Kentucky Transportation Cabinet is hereby requested.



Irene Gooding, Acting Director

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



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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: JUNE 15, 2010

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO EXECUTE AMENDMENT
#11 TO AGREEMENT WITH ENTRAN (FORMERLY KNOWN AS
AMERICAN CONSULTING ENGINEERS, PLC) FOR THE NEWTOWN
PIKE EXTENSION PROJECT**

The Lexington-Fayette Urban County Government has been awarded federal funds from the Kentucky Department of Transportation for the planning, design, and construction of the Newtown Pike extension. The Newtown Pike extension was authorized by Congress as a High Priority Project under the Transportation Equity Act for the 21st Century (TEA-21). The project provides for construction from West Main Street to South Limestone.

The Urban County Council approved a professional services contract with American Consulting Engineers, PLC, in the amount of \$1,666,699 on October 11, 2001 (Resolution No. 633-2001).

- Amendment #1 in the amount of \$70,049.00 was approved by Council on March 21, 2002 (Resolution No. 150-2002).
- Amendment #2 in the amount of \$128,900 was approved by Council on December 12, 2002 (Resolution No. 750-2002).
- Amendment #3 in the amount \$699,834.84 was approved by Council on May 29, 2003 (Resolution No. 246-2003).
- Amendment #4 in the amount of \$16,770 was approved by Council on November 6, 2003 (Resolution No. 591-2003).
- Amendment #5 in the amount of \$589,878 was approved by Council on September 9, 2004 (Resolution No. 475-2004).
- Amendment #6 in the amount of \$949,886 was approved by Council on July 12, 2005 (Resolution No. 392-2005).
- Amendment #7 in the amount of \$586,703.68 was approved by Council on February 8, 2007 (Resolution No. 39-2007).
- Amendment #8 in the amount of \$752,396 was approved by Council on June 26, 2008 (Resolution No. 381-2008).


- Amendment #9 in the amount of 605,853 was approved by Council on December 8, 2009 (Resolution No. 792-2009).
- Amendment #10 in the amount of \$159,036 was approved by Council on May 6, 2010 (Resolution No. 233-2010).

The proposed Amendment #11 is in the amount of \$350,496 making a new contract total of \$6,576,501.51 for professional services. Amendment #11 will amend Entran (Formerly American Consulting Engineers, PLC) contract for three reasons. Entran has been asked by the project team to provide engineering services for the creation of plans and specifications for the construction modification associated with the burial of the overhead utility lines within the limits of construction in Phase IV. Second is to provide for revisions to the construction plans to accommodate a Railroad line under the Newtown Pike Bridge over Town Branch. Third is to provide for structural revision to the construction plans, due to utility conflicts with the Newtown Pike Bridge over Town Branch, the Cox Street retaining wall and for the Town Branch culvert.

Funds for Amendment #11 are budgeted as follows:

FUND	DEPT ID	SECT	ACCOUNT	PROJECT	ACTIVITY	BUD REF
3160	303202	3211	91715	NEWTOWNPK_2009	FED_GRANT	2009

Council authorization to execute amendment #11 to the agreement with ENTRAN is hereby requested.



Irene Gooding, Acting Director

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

CONTRACT HISTORY FORM

Project Name: Newtown Pike Extension

Contractor: Entran (Formerly American Consulting Engineers, PLC)

Contract Number and Date: 4661 October 11, 2001

Responsible LFUCG Division: Division of Engineering

CONTRACT AND CHANGE ORDER DETAILS

A. Original Contract Amount: \$ 1,666,698.99
Next Lowest Bid Amount: N/A

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

C. Cumulative Amount of All Previous Alternates or Phases: \$ 1,666,698.99

D. Amended Contract Amount: \$ 1,666,698.99


E. Cumulative Amount of All Previous Change Orders: \$ 4,559,306.52 273.6%
(Line E / Line D)

F. Amount of This Change Order: \$ 350,496.00 21.0%
(Line F / Line D)

G. Total Contract Amount: \$ 6,576,501.51

SIGNATURES

Project Manager:


Andrew Grunwald, P.E.

Date: 6/15/2010

Reviewed by:


Robert Bayert, P.E.

Date: 6/15/10

Division Director:


Marwan Rayan, P.E.

Date: 6/15/10

AMENDMENT NO. 11
Newtown Pike Extension Project
Contract Dated October 11, 2001

Purpose/Reason for Amendment:

The purpose will be to amend Entran (Formerly American Consulting Engineers, PLC) contract for three reasons. Entran has been asked by the project team to provide engineering services for the creation of plans and specifications for the construction modification associated with the burial of the overhead utility lines within the limits of construction in Phase IV. Second is to provide for revisions to the construction plans to accommodate a Railroad line under the Newtown Pike Bridge over Town Branch. Third is to provide for structural revision to the construction plans, due to utility conflicts with the Newtown Pike Bridge over Town Branch, the Cox Street retaining wall and for the Town Branch culvert.

Original Contract Amount	.....\$1,666,698.99
Amendment No. 1	.....\$ 70,049.00
Amendment No. 2	.....\$ 128,900.00
Amendment No. 3	.....\$ 699,834.84
Amendment No. 4	.....\$ 16,770.00
Amendment No. 5	.....\$ 589,878.00
Amendment No. 6	.....\$ 949,886.00
Amendment No. 7	.....\$ 586,703.68
Amendment No. 8	.....\$ 752,396.00
Amendment No. 9	.....\$ 605,853.00
Amendment No. 10	.....\$ 159,036.00
Amendment No. 11	.....\$ 350,496.00
NEW CONTRACT AMOUNT	.....\$ 6,576,501.51

Owner:

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

 Attest

Consultant:

Glenn A. Hardin, P.E.
 Transportation Engineering Manager
 Entran
 Formerly - American Consulting Engineers, PLC
 400 East Vine Street, Suite 100
 Lexington, Kentucky, 40507-1577

 Attest



324-10

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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
Urban County Council
Joseph Kelly, Sr. Advisor for Management
Michael Webb, Commissioner, Public Works and Development

From: Kevin Wentz, Administrative Officer

Date: June 15, 2010

RE: Request for authorization to execute a change order for Wilbur Smith Associates
extending their contract to complete the LFUCG wayfinding program

Community Wayfinding Program

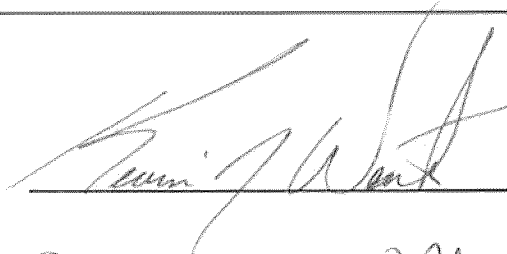
Wilbur Smith Associates was originally contracted in 2002 to assist with the design, fabrication and installation of the Lexington Wayfinding Program. The original contract was constructed to allow Wilbur Smith Associates to work in phases as funds became available. We are now at a point where we can begin the final phase of the program and let the contract for fabrication and installation. The change order requested is to account for unexpected design costs associated with newly mandated Federal MUTCD (Manual on Uniform Traffic Control Devices) guidelines pertaining to signage (see attached memo) and to retain Wilbur Smith Associates for construction oversight. Should you have any questions regarding this request, please feel free to contact me at 258-3407.

CONTRACT HISTORY FORM

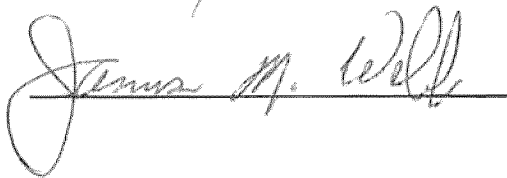
Contractor: Wilbur Smith Associates
Project Name: Lexington Wayfinding Program
Contract Number and Date 4928 – 12/12/2002
Responsible LFUCG Division: Department of Public Works and Development

CHANGE ORDER DETAILS

	<u>Summary of Previous Change Orders To Date</u>	<u>Percent Change to Dollar Amount</u>	<u>Original Contract</u>
A.	Original Contract Amount:	\$124,803.00	
B.	Cumulative Amount of Previous Change Orders:	\$183,092.89	68% (Line B / Line A)
C.	Total Contract Amount Prior to this Change Order:	\$307,895.89	
<u>Current Change Order</u>			
D.	Amount of This Change Order:	\$34,971.06	28% (Line D / Line A)
E.	New Contract Amount Including this Change Order :	\$342,866.95	274% (Line E / Line A)

SIGNATURE LINES**Project Manager:****Date:**

6/15/2010

Reviewed by:**Date:**

6/15/10

Division Director:**Date:**



*316-10


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Lexington-Fayette Urban County Government
DEPARTMENT OF ENVIRONMENTAL QUALITY

Jim Newberry
Mayor

Susan Bush
Commissioner

To: Mayor Jim Newberry
Urban County Council

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

Date: May 13, 2010

Subject: Change Order # 1 for the South Elkhorn Pump Station Improvements

The Division of Water Quality requests approval of Change Order #1 with Hall Contracting Corporation for the South Elkhorn Pump Station Improvements. The original amount of this project was \$3,842,000.00. Change Order #1 is for \$27,987.00. Change Order #1 gives a revised total contract amount of \$3,869,987.00. The sum of this Change Orders amounts to 1% of the original contract amount.

Description of Change Order

1. Conduit Credit.
Delete \$8,204.00
2. Excavate/ Remove old chemical tank.
Add \$2,800.00
3. Adding Lintels above doors.
Add \$3,200.00
4. Adding FRP grating.
Add \$24,580.00
5. Adding Mini Cas to mixer buckets.
Add \$5,186.00
6. Added Door hardware
Add \$425.00

Total Cost of Change Order #1: \$ 27,987.00



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Lexington-Fayette Urban County Government
DEPARTMENT OF ENVIRONMENTAL QUALITY

Jim Newberry
Mayor

Susan Bush
Commissioner

Change Order

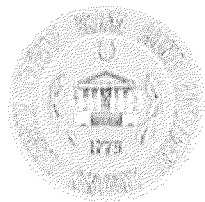
Change Order No.1
South Elkhorn Pump Station Improvements
Lexington Fayette-Urban County Government
Division of Water Quality

Owner: Lexington Fayette-Urban County Government
200 East Main Street
Lexington KY, 40507

Contractor: Hall Contracting Corporation
3800 Crittenden Drive
Louisville, KY 40209

SUMMARY OF INFORMATION

Date of Change Order:	May 13, 2010
Date of Contract:	06/11/2009
Date of Notice to Proceed:	07/01/2009
Date of Contract Completion:	08/29/2010
Change in Contract Time (Calendar Days):	0
Original Contract Amount:	\$3,842,000.00
Previous Change Order Total:	\$0
Current Contract Amount:	\$3,842,000.00
Change Order # 1 Amount:	\$27,987.00
New Contract Amount Including Change Orders:	\$3,869,987.00
Percent of Change from Original Contract Amount:	1%



* 316-10

Lexington-Fayette Urban County Government
DEPARTMENT OF ENVIRONMENTAL QUALITY

Jim Newberry
Mayor

Susan Bush
Commissioner

CONTRACT HISTORY FORM

Contractor: HALL CONTRACTING CORPORATION

Project Name: SOUTH ELKHORN PUMP STATION IMPROVEMENTS

Contract Number and Date: # 161 - 2009

Responsible LFUCG Division: Division of Water Quality

CHANGE ORDER DETAILS

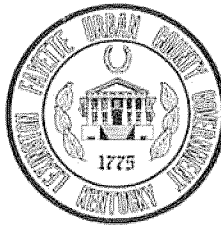
<u>Summary of previous Change Orders to Date</u>	<u>Dollar Amount</u>
A. Original Contract Amount:	<u>\$3,842,000.00</u>
B. Cumulative Amount of Previous Change Orders:	<u>\$0</u>
C. Total Contract Amount Prior to this Change Order:	<u>\$3,842,000.00</u>
<u>Current Change Order</u>	
D. Amount of this Change Order:	<u>\$27,987.00</u>
E. New Contract Amount Including this Change Order:	<u>\$3,869,987.00</u>

SIGNATURE LINES

Project Manager: [Signature]

Reviewed By: [Signature]

Division Director: [Signature] 6-11-10



317-10


Lexington-Fayette Urban County Government
DEPARTMENT OF ENVIRONMENTAL QUALITY

Jim Newberry
Mayor

Susan C. Bush
Acting Commissioner

MEMORANDUM

To: Jim Newberry, Mayor
Urban County Council

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

Date: June 11, 2010

RE: Engineering Services Agreement- Walhampton Drive Stormwater Study

With this memorandum is the Engineering Services Agreement between the Lexington-Fayette Urban County Government and Sherman Carter Barnhart, PSC for engineering services to be provided for the Walhampton Drive Stormwater Study.

The amount of the contract is \$19,500.00.

Accounting Information: 4051-303204-3321-71205

Approved by:

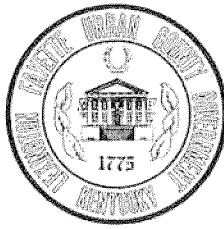


Charles Martin, P.E.
Director of Water Quality



Susan Bush
Acting Commissioner of Environmental Quality

C: Cassie Felty
File




318-10

Lexington-Fayette Urban County Government
DEPARTMENT OF ENVIRONMENTAL QUALITY

Jim Newberry
Mayor

Cheryl Taylor
Commissioner

To: Mayor Jim Newberry
Urban County Council

From: 
Susan Bush, Acting Commissioner
Department of Environmental Quality

Date: June 17, 2010

Subject: Change Order No. 2 for the Haley Pike Landfill Pump Station

The Division of Waste Management is requesting approval of Change Order No. 2 with Schroeder Construction, Inc. for upgrades to the leachate pump station at the Haley Pike Landfill. The original contract amount for this project was \$356,416.00 and Change Order No. 1 was for \$2,400.00. Change Order No. 2 represents a two percent increase (\$7,498.34) for a revised contract total of \$366,314.34. This change order is necessary to allow the conversion of an existing back-up generator from single phase to three phase power, to install pump controls that allow each pump to operate on its own float system and encasement of the electrical conduits under a stream crossing. The change order is also requesting a 92 day extension of time to the contract in which to complete this work. The money for this change order is budgeted under 4121-303102-3062-71299.

CONTRACT HISTORY FORM**318-10**Contractor: Schroeder Constructions, Inc.Project Name: Pump Station UpgradeContract Number and Date: Resolution 506-2009Responsible LFUCG Division: Waste Management**CHANGE ORDER DETAILS****Summary of Previous Change
Orders To Date****Dollar Amount****Percent Change to
Original Contract**A. Original Contract Amount: \$ 356,416.00B. Cumulative Amount of
Previous Change Orders: \$ 2,400.001% %
(Line B / Line A)C. Total Contract Amount
Prior to this Change Order: \$ 358,816.00**Current Change Order**D. Amount of This Change Order: \$ 7,498.342% %
(Line D / Line A)E. New Contract Amount
Including this Change Order: \$ 366,314.34103% %
(Line E / Line A)**SIGNATURE LINES**

Project Manager: _____

Date: _____

Reviewed by: _____

Date: _____

Division Director: _____

Date: _____

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

Date: 1/19/2010

Project: Pump Station

Upgrade **318-10**Location: Haley Pike
Landfill

To (Contractor): Schroeder Construction

Contract No: Resolution 506-
2009

Change Order No. 2

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 contract price adjustment for additional electrical materials to be supplies and installed and for concrete encasement		\$7,498.34
2			
3			
4			
5			
6			
7			
	Change in contract price due to this Change Order:		7498.34
	Total decrease	\$0.00	XXXXXXXXXXXXXX
	Total increase	XXXXXXXXXXXXXX	\$7,498.34
	Net (increase) contract price		\$366,314.34

The sum of _____ is hereby added to the total contract price, and the
total adjusted contract price to date thereby is:

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

Recommended by _____ (Project Mgr) Date _____

Accepted by _____ (Contractor) Date _____

Approved by _____ (Director) Date _____

Approved by Susan Bush (Commissioner) Date 6-15-10

Approved by _____ (Mayor or SAM) Date _____

CHANGE ORDER

318-10

No. 2

DATE OF ISSUANCE May 14, 2010 EFFECTIVE DATE May 14, 2010

OWNER Lexington-Fayette Urban County Government

CONTRACTOR Schroeder Construction, Inc.

Contract: Bid No. 60-2009

Project: Haley Pike Landfill Closure - Pump Station Upgrade

OWNER'S Contract No. Bid No. 60-2009 ENGINEER'S Contract No. N/A

ENGINEER Tetra Tech, Inc.

You are directed to make the following changes in the Contract Documents:

Description: Provide contract price adjustment for additional electrical materials to be supplied and installed and for concrete encasement of electrical conduits. See attachment Part I - Changes in Contract Price for additional description of items. Provide a time extension to contract period. See attachment Part II - Time Extensions for further explanation.

Reason for Change Order: Adjust Contract Price for modifications and increase Contract Time.

Attachments: Part I - Changes in Contract Price; Part II - Time Extensions

CHANGE IN CONTRACT PRICE:	
Original Contract Price:	\$ <u>356,416.00</u>
Net Increase (Decrease) from Previous Change Orders No. <u>1</u> to <u>1</u> :	\$ <u>2,400.00</u>
Contract Price Prior to this Change Order:	\$ <u>358,816.00</u>
Net Increase (Decrease) of this Change Order:	\$ <u>7,498.34</u>
Contract Price with all Approved Change Orders:	\$ <u>366,314.34</u>

CHANGE IN CONTRACT TIME:	
Original Contract Times:	Time of Completion: <u>130 calendar days ending December 11, 2009</u>
Net Change from Previous Change Orders No. <u>1</u> to No. <u>1</u> :	<u>90</u> (days)
Contract Times Prior to this Change Order:	Time of Completion: <u>220 calendar days ending March 11, 2010</u>
Net Increase (Decrease) this Change Order:	<u>92</u> (days)
Contract Times with all Approved Change Orders:	Time of Completion: <u>312 days ending June 11, 2010</u>

RECOMMENDED:

By: [Signature]
ENGINEER (Authorized Signature)

DATE: 6-4-10

APPROVED:

By: [Signature]
OWNER (Authorized Signature)

DATE: 6/10/10

APPROVED:

By: [Signature]
CONTRACTOR (Authorized Signature)

DATE: 6-3-10

318-10

CHANGE ORDER NO. 2**HALEY PIKE LANDFILL CLOSURE – PUMP STATION UPGRADE
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT****May 14, 2010****Part I – Changes in Contract Price**

1. This item of the change is to convert the existing generator from single-phase to 3-phase. The generator that is currently at the site was thought to be single phase and, therefore, to be removed from service because the site was converted to 3-phase power as part of this project. However, it was discovered that the generator could be converted from single phase to 3-phase power with a few adjustments. The existing 2 pole circuit breaker must be up-fitted with an additional lead kit and 3 pole circuit breaker. The control software will also require updating to sense 3 phase. This change order includes parts and labor to install lead kit / circuit breaker, control software change, freight, and travel time and miles to and from Lexington, KY. There will also need to be changes to the existing transfer switch. The transfer switch will need a new conductor and conduit for the 3-phase power. The work described above shall be completed for a lump sum price of \$5,150.00. This shall include all labor, materials, equipment, and any other incidentals necessary in order to convert the existing generator from single phase to 3-phase and make this a complete functional system. (See attached "Request for Quote" dated February 3, 2010 prepared by LoVo Systems, Inc. for detailed descriptions of work items.)

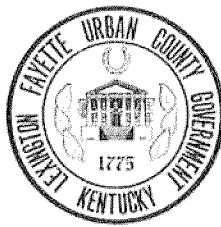
2. This item of the change order is for the pump control revisions. This will include changes to the electrical portion of the pump controls in order for each pump to operate from its own floats and to alternate pumping between both pumps. In general, the existing two-position Float Control: Wetwell #1 or Wetwell #2 switch shall be replaced with a new three-position switch titled: Lead Pump Control: Pump #1, Alternate, Pump #2. The float switch intrinsic safety barriers shall be connected such that both sets of floats are always functional and each pump uses its own floats. Also, other minor wiring revisions will be required. The work described above shall be completed for a lump sum price of \$1,382.34. This shall include all labor, materials, equipment, and any other incidentals necessary in order to complete the work described above and make this a complete functional system. (See attached "Pump Control Revision Recommendations" dated March 14, 2010 prepared by LoVo Systems, Inc. for detailed descriptions of work items.)

3. This item of the change order is for concrete encasement of the electrical conduits at the creek crossing. This item was not shown on the drawings, but during installation of the conduit it was decided that concrete encasement at the creek crossing would be the best way to protect the conduit. This work has already been completed, but \$966.00 is requested to cover materials and general labor for installation.

318-10

CHANGE ORDER NO. 2**HALEY PIKE LANDFILL CLOSURE – PUMP STATION UPGRADE
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT****May 14, 2010****Part II – Time Extensions**

Schroeder Construction, Inc. has requested a contract time extension to complete the project. The extension is necessary for the installation of items one and two above. Items one and two are work beyond the original scope of the project and will take time beyond the completion date of March 11, 2010 to complete.



315-10

Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry
Mayor

Linda L. Rumpke
Commissioner

MEMORANDUM

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

FROM: 
Leslie Jarvis, Acting Director
Division of Human Resources

DATE: June 11, 2010

RE: Create Position— Division of Enterprise Solutions

The attached action amends Section 21-5 of the Code of Ordinances, creating two (2) positions of Enterprise Systems Developer (Grade 116E) in the Division of Enterprise Solutions and allow the Division of Human Resources post internal only effective upon passage of Council.

The Enterprise Solutions Developer positions will maintain, analyze/fix problems, develop customizations, and interface with LFUCOG functional experts and Oracle support personnel on PeopleSoft Enterprise Applications. To do this will require a combination of coding, analytical, testing, planning, interpersonal, and negotiation skills.

The fiscal impact for FY2011 is \$127,553.08 (25 pay periods) and includes benefits. This cost is included in the proposed FY 2011 budget.

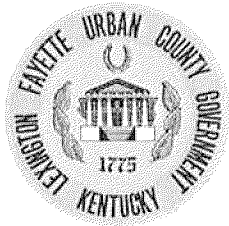
Name	Position Title	Annual Salary Before	Annual Salary After	Annual Increase/(Decrease)
Vacant	Enterprise Systems Developer (two positions)	\$0	\$48,474.92	\$96,949.84
Total Annual Impact/ Salary and Benefits \$132,655.20				

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

Attachment

cc: Rama Dhuwaraha, Senior Advisor
Chad Cottle, Director, Division of Enterprise Solutions
Darrylyn Combs, HR Manager, Division of Human Resources
Jim Dodson, HR Analyst, Division of Human Resources

Log # 10-0065



325-10

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Lexington-Fayette Urban County Government
OFFICE OF THE MAYOR

Jim Newberry
Mayor

TO: Mayor Jim Newberry
Members, Urban County Council

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

DATE: June 15, 2010

RE: Authorization to execute Grant Agreement

This is to request a resolution authorizing the Mayor to execute the *First Amendment to Amended and Restated Grant Agreement* originally executed on February 9, 2006 and recently amended on March 26, 2009 by the Amended and Restated Grant Agreement between the Cabinet for Economic Development, State Property and Buildings Commission, Lexington-Fayette Urban County Government, and Belcan Engineering Group. The purpose of this amendment is to allow additional amendments to the terms to accommodate current economic circumstances.

This First Amendment to Amended and Restated Grant Agreement was discussed and approved in the Kentucky Economic Development Finance Authority board meeting. Lexington-Fayette Urban County Government Department of Law has reviewed the First Amendment to Amended and Restated Grant Agreement and has recommended execution.

FIRST AMENDMENT TO
AMENDED AND RESTATED GRANT AGREEMENT

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED GRANT AGREEMENT is dated for convenience as of the ____ day of April, 2010, and effective retroactively to the 28th day of January, 2010, (the Effective Date) and is entered into by and among (i) the **CABINET FOR ECONOMIC DEVELOPMENT**, a governmental agency of the Commonwealth of Kentucky, with address at Old Capitol Annex, 300 West Broadway, Frankfort, Kentucky 40601-1975 (the "Cabinet"), (ii) the **STATE PROPERTY AND BUILDINGS COMMISSION**, a governmental agency of the Commonwealth of Kentucky, with address of Capitol Annex Building, Room 383, Frankfort, Kentucky 40601 (the "Commission"), (iii) the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, a municipal corporation and political subdivision of the Commonwealth of Kentucky, 200 East Main Street, Lexington, Kentucky 40507 (the "Local Government") and (iv) the **BELCAN ENGINEERING GROUP, INC.**, an Ohio corporation, 10200 Anderson Way, Cincinnati, Ohio 45242 (the "Company").

WITNESSETH

WHEREAS, it is the public policy of the Commonwealth of Kentucky to encourage, promote and support economic development, new job formation, the development and growth of industry and commerce, and to preserve existing jobs in Kentucky for the public purposes of providing employment opportunities for its citizens and residents, alleviating conditions of unemployment, stabilizing and promoting the economy of Kentucky and creating new tax bases and sources of revenue for the Commonwealth;

WHEREAS, Section 154.12-100 of the Kentucky Revised Statutes authorizes and empowers the Commonwealth to promote economic development in Kentucky by undertaking and financing economic development bond projects, as more particularly described therein;

WHEREAS, the Cabinet, the Commission, the Local Government, and the Company entered into a Grant Agreement on February 9, 2006 (the "Original Agreement") pursuant to which the Cabinet disbursed funds in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) to be used for renovation, improvement, and equipping of the Facility as defined below for housing of its domestic engineering and design center in Lexington, Fayette County, Kentucky, at an approximate total cost of Two Million, Nine Hundred Twenty-Four Thousand Dollars (\$2,924,000); and

WHEREAS, the parties entered into a First Amendment to Grant Agreement dated , dated April 28, 2008, wherein the Company was granted an additional year to meet the "Jobs Requirement" set forth in the Original Agreement; and

WHEREAS, the parties entered into an Amended and Restated Grant Agreement (the "Restated Agreement") dated March 26, 2009, wherein the Company was granted an extended compliance date and modification to the job and wage requirements of the Original Agreement; and

WHEREAS, due to the recent economic conditions, the Company has requested that the Restated Agreement be amended to grant the Company from December 11, 2009, until September 11, 2010, to meet the "Jobs Requirement" set forth in the Restated Agreement, the Company having 243 full-time resident jobs with an average hourly pay rate of \$18.04, and has entered into discussions with potential new customers, as of January 28, 2010; and

WHEREAS, the Local Government has provided its support for this amendment; and

WHEREAS, Section 11.10 of the Restated Agreement states that the Restated Agreement may be modified only by written instrument duly executed by each of the parties.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt, mutuality and sufficiency of all of which is hereby acknowledged by the parties hereto, the Commission, the Cabinet, the Local Government, and the Company hereby agree to amend the Restated Agreement as follows:

1. Definition of Terms. Terms used herein with their initial letters capitalized and not otherwise defined herein shall have the meanings given to such terms in the Restated Agreement. The term "Agreement" as used in this Amendment, unless the context otherwise requires, and all other agreements, documents, and instruments referred to in the Restated Agreement shall mean the Restated Agreement as amended by this First Amendment to the Amended and Restated Grant Agreement.

2. Amendment to Section 8.8, "Employment". Section 8.8 of the Original Agreement shall be, and it hereby is, amended effective for time periods on and after the Effective Date to provide:

8.8 Employment. The Company hereby covenants and agrees to create a minimum of 258 Full-Time Jobs at the Belcan Facilities on or before September 11, 2010, and to retain these Full-Time Jobs and add an additional 24 Full-Time Jobs for a total of 282 new Full-Time Jobs on or before December 11, 2012 (the "Jobs Requirement"). If the Company does not comply with the Jobs Requirement, the Company shall be required to pay the Urban County Government the sum of TWO THOUSAND DOLLARS AND 00/100 (\$2,000.00) annually, within thirty (30) days of a written request for such payment from the Cabinet, for each job not maintained or retained in accordance with the Jobs Requirement. The Company is further required to maintain an average hourly wage for

the Full-Time Jobs of no less than \$19.04 per hour. Failure to maintain the average hourly wage will result in a proportionate repayment of Grant proceeds based upon the following formula in addition to any per job repayment:

$$\frac{\$19.04 - \text{Actual average hourly wage paid}}{\$19.04} \times \$500,000$$

The actual average hourly wage paid shall be calculated by adding together the hourly wage rate of each Employee and dividing said total by the number of Employees.

Such repayment of Grant proceeds for failure to satisfy the Jobs Requirement and/or the hourly wage requirement will be secured by a letter of credit obtained by the Company and issued by a financial institution and in a form acceptable to the Cabinet. Regardless of the total amount due in any year related to the Jobs Requirement or the wage requirement set forth above, the total repayment in any one year shall not exceed \$125,000 and the balance shall be carried forward and paid at the maximum annual payment rate until such time as the balance is paid in full. However, any amounts due for failure to comply with any requirement set forth in this Section, whether carried forward or newly incurred, shall be paid in full on December 11, 2012. The Company hereby agrees to provide a Cabinet for Economic Development Program Employment and Wage Verification Certificate on December 11, 2009, September 11, 2010, and thereafter on December 11, 2011, and December 11, 2012, a form of which is attached as Exhibit "A" hereto, and any other additional information which may reasonably be requested by the Cabinet at any time, to the Cabinet in order for the Cabinet to determine compliance with the Jobs Requirement. In no event shall the Company's total annual repayments for failure to satisfy the Jobs Requirement and hourly wage requirement exceed \$500,000.

3. Ratification. Except as expressly amended by this Amendment, the Restated Agreement, and all related documents, covenants, conditions, schedules, and exhibits thereof or thereto, are hereby ratified, reaffirmed, and confirmed by the parties and all such instruments shall remain and continue in full force and effect.

4. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

5. Further Actions. The parties hereto agree to do all such things as may be required under laws presently existing or as may be hereafter enacted to assure the continued validity and enforceability of the Restated Agreement, as amended by this Amendment.

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6. Binding Effect. This Amendment and the Restated Agreement shall bind the Company and their respective successors and assigns and shall inure to the benefit of the Cabinet, the Commission, and the Local Government, and their successors and assigns.

7. Multiple counterparts. This Amendment may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have entered into and authorized this Amendment by their officers duly authorized as of the effective date first written above.

CABINET FOR ECONOMIC DEVELOPMENT,
a Kentucky governmental agency

By: _____
Larry Hayes, Secretary

**STATE PROPERTY AND BUILDINGS
COMMISSION,**
a Kentucky governmental agency

By: _____
Jonathan Miller, Executive Director;
Secretary, Finance and Administration Cabinet

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

By: _____
Jim Newberry, Mayor

BELCAN ENGINEERING GROUP, INC.
an Ohio corporation

By: _____
MICHAEL J. WIRTH, Chief Financial Officer