

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507



Tuesday, February 14, 2012

3:00 PM

Council Chamber

Urban County Council Work Session

packet

**URBAN COUNTY COUNCIL
SCHEDULE OF MEETINGS
FEBRUARY 13-FEBRUARY 20, 2012**

Monday, February 13

Pension Fund Task Force Meeting.....3:00 pm
Conference Room-3rd Floor Phoenix Building

Tuesday, February 14

Corridors Commission Meeting.....9:00 am
Conference Room-5th Floor Government Center

Social Services & Community Development Committee Meeting.....11:00 am
Council Chambers-2nd Floor Government Center

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

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

Wednesday, February 15

Itinerant Merchant Task Force Meeting.....10:00 am
Conference Room-5th Floor Government Center

Courthouse Area Design Overlay Zone Review Board Meeting.....2:00 pm
Council Chambers-2nd Floor Government Center

Public Safety Detention Work Group Meeting.....3:00 pm
Conference Room-12th Floor Government Center

Town & Gown Commission Meeting.....4:00 pm
Maxwell Street Presbyterian Church, 180 E Maxwell St

Thursday, February 16

Keep Lexington Beautiful Commission Meeting.....9:30 am
Conference Room-5th Floor Government Center

Fire & EMS Task Force Meeting.....3:00 pm
Conference Room-5th Floor Government Center

Confirmation Hearing for Proposed Planning Commissioner Derek Paulsen.....4:30 pm
Conference Room-5th Floor Government Center

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

Friday, February 17

No Meetings

Monday, February 20

No Meetings

URBAN COUNTY COUNCIL
WORK SESSION SUMMARY
& TABLE OF MOTIONS
February 7, 2012

Mayor Gray chaired today's Work Session meeting. All Council Members were present except, CM Crosbie.

I. Public Comment – Issues on Agenda – Yes

John Darnell, a volunteer of SCORE , Service Core of Retired Executives, spoke. He thanked Council for funds that were given to them. If you need information, you can call 231-9902.

II. Requested Rezoning / Docket Approval –None

III. Approval of Summary – Yes

A motion by CM Ellinger to approve the summary of 1.31.12 Work Session was seconded by CM Beard and passed without dissent.

IV. Budget Amendments – None

V. New Business

- A. Authorization to execute an Assistance Amendment to the award from the Environmental Protection Agency, under the Consolidated Appropriations Act of 2008, for the South Elkhorn Pump Station project. (L071-12) (Gooding/Bush)
- B. Authorization to accept 27 fee simple right of way and temporary construction easements from owners of record needed for the Bates Creek Road Sidewalk Improvements Project. (L077-12) (Gooding/Bush)
- C. Authorization to approve a Class A Incentive Grant with Martin Luther King Neighborhood Association, Inc. funded by the Water Quality Management Fee. (L082-12) (Martin/Bush)
- D. Authorization to execute a Treasury Consulting Services Agreement with PFM Asset Management, LLC to assist in the RFP and selection of a financial institution for primary banking services to LFUCG. (L081-12) (Driskell)
- E. Authorization to execute a Facility Usage Agreement with the Fayette County Board of Education for use of the Winburn Middle School Gymnasium for the Winburn Community Center Learning program. (L083-12) (Hancock/Hamilton)

- F. Authorization to execute Agreement with the Kentucky Office of Homeland Security for the continuation of the communications grant project. (L084-12) (Gooding/Mason)
- G. Authorization to approve a Consultant Service Agreement with GRW, Inc. to provide engineering design services to 3 elevators in the Phoenix Building and 4 elevators in the Police Headquarters building. (L085-12) (Hamilton)
- H. Authorization to approve the Alarm Contract and Addendum with Sonitrol of Lexington, Inc. for improvements to the alarm system at the Technical Services Unit facility. (L091-12) (Bastin/Mason)
- I. Authorization to execute a Paramedic Training Agreement between LFUCG Division of Fire and Emergency Services and Madison County Emergency Medical Services (MCEMS). (L095-12) (Jackson/Mason)
- J. Authorization to submit a grant application to the U.S. Department of Justice requesting federal funds under the Intellectual Property Theft Enforcement Program. (L098-12) (Gooding/Mason)

A motion by CM Ellinger to approve the new business items, seconded by CM Stinnett passed without dissent.

VI. Continuing Business / Presentations – Yes

A. NDF List

A motion by CM Stinnett to approve the NDF list, seconded by CM Ellinger, passed without dissent.

B. 1.24.12 Planning & Public Works Committee Update

This update was given by Chair CM Farmer. There were no motions to come forward.

C. 1.31.12 Environmental Quality Committee Update

This update was given by Chair CM Blues. There were no motions to come forward.

D. 1.31.12 Budget & Finance Committee Update

This update was given by Chair CM Ellinger. There were no motions to come forward.

E. Marathon Health Update

This update was given by Melissa Luecker, CAO Office. This was a brief update to inform Council of the progress of the newly opened wellness center. She stated that the center has been open for 15 days and has average 19 patients per day. She placed emphasis on the fact that Marathon does not prefer walk-ins. However, if someone is ill when they first wake-up, please call then and it is possible to get in that day. She stated that she had received questions from mostly retirees asking if they were eligible or not to go there for treatment. CM Stinnett asked her about emails that he had received about HSAs being charged a fee. VM Gorton asked how many retirees there were and what the breakdown of them is. Mayor Gray stated that Melissa is having weekly meetings with Marathon.

F. Parking Garage Proposal Presentation

This presentation was given by Commissioner of General Services, Sally Hamilton. Ryan Barrow, Dir. of Budgeting, Gary Means, Executive Dir. of Lexington-Fayette Parking Authority, and James Frazier, Chair of the Parking Authority Board, were also present to answer any questions. Several CMs asked questions and made statements. There was a motion made by CM Farmer and seconded by CM McChord about the item in the MOA that talks about which employees would pay a fee to park; it was withdrawn.

There were several requests made: ***CM Martin asked for more information about the business part (the numbers). VM Gorton asked if they would go back and calculate what the amount would be if no employees paid for parking and also whether or not there was an annual report. CM Blues asked if the Phoenix parking lot would be available for others to use at night. CM Stinnett asked what would a bond look like for us keep and manage and them to maintain.***

Mayor Gray asked Comm. Hamilton for the status of where we are and where this puts us as far as moving forward. Comm. Hamilton stated that she desires this to be on the docket next week and the MOA be passed and then they can bring back the management agreement with the answers to the questions/requests asked; after the management agreement is passed then we can look at how to do the financing and when everything will start; nothing is binding in the MOA.

VII. Council Report

CM Stinnett-Asked the CAO to address the traffic issue in the back where the parking area had been demolished; announced that there will be a public meeting on 2.28.12 at 6 pm at Spencerian College about Constitution pool; spoke about the 'brownout' of the fire station on

New Circle Rd over the weekend and asked Comm. Mason if they could post that type of information on our website and let the citizens know where the next closest station is; asked CM Lane if his motion below could be on the March agenda for the General Govt. Comm; thanked all who worked on the scrap metal ordinance; they worked for about 13 months.

A motion by CM Stinnett to place a scrap metal ordinance into the General Govt. Committee, seconded by CM Ellinger, passed without dissent.

CM Martin-Announced that a Franklin Co. judge declared the redistricting passage was unconstitutional.

CM Henson-Asked Comm. Mason about the staffing issue and he told her that it is has been scheduled for the 2.21.12 work session meeting.

VM Gorton-Stated that the LRC, from state govt., called Paul Schoninger, Council Office staff, how did we do our redistricting so smoothly.

CM Blues-Talked about the earlier contentious discussion in the Public Safety Comm. meeting about the Noise Ordinance; stated that he does not want the discussion to reflect on the efforts of the citizens and LFUCG staff members who gave of their talents and time to this effort; also stated how grateful we are for the citizens in their involvement in the legislative process; hopes that even though the task force has been disbanded, that they can come back to Council at some point and see if they can move forward with some sort of improved noise ordinance; there has been too much effort that has gone into this process to let it evaporate.

CM Beard-Reminded everyone why our redistricting went so well-nonpartisan.

VIII. Mayor's Report –None

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

X. Closed Session

A motion by VM Gorton to go into closed session pursuant to KRS 61.8 (1)(c) for the discussion of litigation and pursuant to KRS 61.8 (1)(O)(1)(f) for the discussion that may lead to the appointment or dismissal of an employee, seconded by CM Ellinger, passed without dissent.

XI. Adjournment

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

Work Session was adjourned at 5:41 pm.

LEXINGTON-FAYETTE URBAN COUNTY COUNCIL
WORK SESSION AGENDA
February 14, 2012

- I. Public Comment – Issues on Agenda**
- II. Requested Rezoning / Docket Approval – Yes**
- III. Approval of Summary –Yes, February 7, 2012, pp.1-5**
- IV. Budget Amendments –Yes, pp. 10-13**
- V. New Business – Yes, pp.14-58**
- VI. Continuing Business / Presentations – Yes**
 - A. NDF List, p.59 (motion needed)**
 - B. Downtown Lexington Corporation (DLC) Update-Renee Jackson,pp.60-61**
 - D. Corrections Collective Bargaining, Commissioners Mason & Graham, pp.62-65**
- VII. Council Reports**
- VIII. Mayor's Report –Yes**
- IX. Public Comment – Issues Not on Agenda**
- X. Adjournment**

ADMINISTRATIVE SYNOPSIS

February 14, 2012

New Business Items

- A. Authorization to execute an agreement with Sprint under the Western States Contracting Alliance (WSCA) Wireless Communication services and equipment master price agreement. (L283-11) (Nugent/Moloney)
This is a request to execute an agreement with Sprint under the WSCA Wireless Communication services and equipment master price agreement. There is no budgetary impact.**pp.14-15**
- B. Authorization to approve various software services with Open Portal Solutions to modify and enhance current software within the Division of Police. (L122-12) (Bastin/Mason)
This is a request to approve various software services with Open Portal Solutions at a cost in the amount of \$49,600.00 to modify and enhance current software within the Division of Police. Funds are budgeted.**pp.16-21**
- C. Authorization to execute Professional Service Agreements with 7 Sexual Assault Nurse Examiners for the performance of forensic examinations for the FY 2012 Sexual Assault Nurse Examiner Program. (L141-12) (Gooding/Mason)
This is a request to execute Professional Service Agreements with 7 Sexual Assault Nurse Examiners, to serve on an "on-call" basis for the performance of forensic examinations for the FY 2012 Sexual Assault Nurse Examiner Program. Funds are budgeted through the program.**pp.22-23**
- D. Authorization to execute a Memorandum of Agreement with the Lexington and Fayette County Parking Authority related to the transfer, management, repair and operation of parking facilities. (L142-12) (Hamilton)
This is a request to execute a Memorandum of Agreement with the Lexington and Fayette County Parking Authority related to the transfer, management, repair and operation of the Transit Center, the Annex, the District Courthouse, the Victorian Square and Broadway Shops, and the Government Center parking facilities.**pp.24-32**
- E. Authorization to execute a Class A Incentive Grant Award Agreement with Hartland Homeowners Association, Inc. funded by the Water Quality Management Fee. (L143-12) (Martin/Bush)
This is a request to execute a Class A (Neighborhood) Incentive Grant Award Agreement with Hartland Homeowners Association, Inc. in the amount of \$50,000.00 to perform a stormwater quality project. A minimum 20% match in the amount of \$10,000.00 is required by the grant recipient.**p.33**

- F. Authorization to execute a Class A Incentive Grant Award Agreement with Hartland Homeowners Association, Inc. funded by the Water Quality Management Fee. (L144-12) (Martin/Bush)
This is a request to execute a Class A (Neighborhood) Incentive Grant Award Agreement with Hartland Homeowners Association, Inc. in the amount of \$37,230.00 to perform a stormwater quality project. A minimum 20% match in the amount of \$7,446.00 is required by the grant recipient.**p.34**
- G. Authorization to accept a donation of a multi court X-change wheelchair and a set of Spinergy Sport Wheels. (L137-12) (Hancock/Hamilton)
This is a request to accept a donation of a multi court X-change wheelchair and a set of Spinergy Sport Wheels, and to recognize Mr. Barry Ewing, owner of Eagle Sportchairs, for this generous donation and as a presenting sponsor of the 2012 Bluegrass Invitational Tournament. The total value of the donation is \$3,195.00.**pp.35-36**
- H. Authorization to execute four Class B Incentive Grants to the Board of Education of Fayette County funded by the Water Quality Management Fee. (L147-12) (Martin/Bush)
This is a request to execute four Class B (Education) Incentive Grants to the Board of Education of Fayette County at a total cost not to exceed \$10,836.20 to perform stormwater quality projects. A minimum 50% match above the first \$2,500.00 is required by the grant recipient.**p.37**
- I. Authorization to execute an Engineering Services Agreement with CDP Engineers, Inc. to provide engineering services for the Coldstream Park Stream Corridor Restoration and Preservation project. (L148-12) (Martin/Bush)
This is a request to execute an Engineering Services Agreement with CDP Engineers, Inc. at a cost not to exceed \$250,000.00 to provide engineering services for the Coldstream Park Stream Corridor Restoration and Preservation project, a Supplemental Environmental Project mandated by the Consent Decree. Funds are budgeted.**p.38**
- J. Authorization to execute an Agreement with Tactical Energetic Entry System, LLC, for Dynamic Entry Training within the Division of Police. (L152-12) (Gooding/Mason)
This is a request to execute an Agreement with Tactical Energetic Entry System, LLC, for Dynamic Entry Training at a cost in the amount of \$35,000.00 within the Division of Police. Funds are budgeted.**pp.39-41**
- K. Authorization to amend Section 22-5 of the Code of Ordinances transferring 1 position of Equipment Operator P/T from the Division of Family Services to the Division of Youth Services. (L138-12) (Jarvis/Mills)
This is a request to amend Section 22-5 of the Code of Ordinances transferring one (1) position of Equipment Operator P/T (bus driver) (Grade

108N) from the Division of Family Services to the Division of Youth Services. There is not budgetary impact.**p.42**

- L. Authorization to accept fee simple right of way and temporary construction easements from owners of record needed for Meadows/Northland/Arlington Public Improvements Section 5A project. (L156-12) (Gooding/Bush)
This is a request to accept fee simple right of way and temporary construction easements from owners of record needed for Meadows/Northland/Arlington Public Improvements Section 5A project at a cost not to exceed \$175,000.00. Funds are budgeted.**pp.43-44**

- M. Authorization to approve Thermo Fisher Scientific as a sole source vendor for the purchase of equipment for the Division of Fire and Emergency Services under the 2011 State Homeland Security Grant Program. (L158-12) (Gooding/Mason)
This is a request to approve Thermo Fisher Scientific as a sole source vendor for purchase of Special Operations, Hazardous Materials and Technical Rescue Equipment at a cost of \$55,000.00 for the Division of Fire and Emergency Services under the 2011 State Homeland Security Grant Program. Funds are budgeted.**pp.45-48**

- N. Authorization to execute Change Order No. 1 and renewal fees with RCC Consultants for the public safety radio system. (L160-12) (Bastin/Mason)
This is a request to execute Change Order No. 1 and renewal fees with RCC Consultants for the public safety radio system at a cost of \$55,700.75. RCC Consultants is a sole source provider.**pp.49-58**

BUDGET AMENDMENT REQUEST LIST

JOURNAL	57575	DIVISION	Finance Administration	Fund Name Fund Impact	General Fund 443,271.13 443,271.13
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To provide funds reserved in ending fund balance for Economic Development Loan due upon default for the development project 500 On Main.

JOURNAL	57827	DIVISION	Engineering	Fund Name Fund Impact	General Fund 61,194.60 61,194.60
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To provide funds to pay contractor for street resurfacing of Konner Woods. Funds for this project were collected as part of a letter of credit and forfeited by the original contractor.

JOURNAL	57829	DIVISION	CAO	Fund Name Fund Impact	General Fund 660.00 660.00CR .00
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To transfer funds from CAO business travel to Parks for food for Open House for Health Center.

JOURNAL	57836-37	DIVISION	Revenue	Fund Name Fund Impact	General Fund 10,000.00 10,000.00CR .00
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To provide funds for professional services for collection expenses by recognizing additional revenue from Net Profits Occupational License Fee.

JOURNAL	57838	DIVISION	Finance Administration	Fund Name Fund Impact	General Fund 6,120.00 6,120.00CR .00
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To establish transfer to Urban Fund to cover the cost of the Audit for the Fayette county Sheriff Tax Settlement.

JOURNAL	57967-68	DIVISION	Parks and Recreation	Fund Name Fund Impact	General Fund 1,794.00 1,794.00CR .00
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To recognize funds from the Downtown Lexington Corporation for expenses incurred during the Kentucky Christmas Chorus.

JOURNAL	58042	DIVISION	Fire	Fund Name	General Fund
				Fund Impact	9,000.00
					9,000.00CR
					.00

To increase Professional Services by decreasing Personal Protective Equipment in Fire Safety & Health in order to cover YMCA charges for the remainder of the year.

JOURNAL	58044	DIVISION	Parks and Recreation	Fund Name	General Fund
				Fund Impact	71,700.00
					71,700.00CR
					.00

To transfer funds to proper accounts for Division of Police Park Patrol services. Funds were budgeted in sworn salaries but are being charged as overtime within the Parks budget.

JOURNAL	58170	DIVISION	Government Communications	Fund Name	General Fund
				Fund Impact	4,378.00
					4,378.00CR
					.00

To provide funds to transfer operating budget for Graphics program from Government Communication to Parks and Recreation.

JOURNAL	58174	DIVISION	Family Services	Fund Name	General Fund
				Fund Impact	7,200.00
					7,200.00CR
					.00

To provide funds for one Part-time Equipment Operator in Family Services Administration by reducing operating funds for Professional Services in Parent Education.

JOURNAL	55614	DIVISION	Environmental Quality & Public Works	Fund Name	Urban Fund
				Fund Impact	46,308.00
					46,308.00CR
					.00

To provide funding for Construction Supervisor position for the remainder of FY 2012 by decreasing funds for operating accounts. Funding will allow the employee to continue working focusing on various waste management projects.

JOURNAL	57839	DIVISION	Finance Administration	Fund Name	Urban Fund
				Fund Impact	6,120.00
					6,120.00CR
					.00

To recognize a transfer from the General Fund to cover the cost of the Audit for the Fayette county Sheriff Tax Settlement.

JOURNAL	57959	DIVISION	Police	Fund Name	Police Confiscated Fed
				Fund Impact	33,000.00
					33,000.00CR
					.00

To reallocate funds to reflect current needs for helicopter repairs by decreasing funds for operating supplies.

JOURNAL	57958	DIVISION	Grants and Special Programs	Fund Name	US Dept Of HUD
				Fund Impact	29,260.27
					29,260.27CR
					.00

To rebudget funds for Homelessness Prevention and Rapid Re-Housing Program providing additional funding for homelessness prevention.

JOURNAL	58171	DIVISION	Grants and Special Programs	Fund Name	US Dept Of HUD
				Fund Impact	173,000.00
					173,000.00CR
					.00

To establish new project in CDBG - 2009 for the Charles Young Community Center restoration/rehabilitation.

JOURNAL	57964-65	DIVISION	Grants and Special Programs	Fund Name	US Dept of Justice
				Fund Impact	1,300.00
					1,300.00CR
					.00

To budget interest income for JAG REC grant.

JOURNAL	58173	DIVISION	Grants and Special Programs	Fund Name	Grants - State
				Fund Impact	466.46
					466.46CR
					.00

To correct budget for Winefest 2011 grant to reflect actual expenditures so grant can be closed.

JOURNAL	CB081	DIVISION	Water Quality	Fund Name	Sanitary Sewer Fund
				Fund Impact	16,340.00
					19,610.00CR
					3,270.00CR
				Fund Name	Water Quality Fund
				Fund Impact	3,270.00
					3,270.00

To provide funds for one Public Service Worker in Sewer Line Maintenance by reducing funds for one vacant position in Pump Station Maintenance and to allocate this position 80% from Sanitary Sewers and 20% to Water Quality.

JOURNAL	57705	DIVISION	Human Resources	Fund Name	Medical Insurance
				Fund Impact	16,500.00
					16,500.00CR
					.00

To provide funds for operating cost for the Wellness Health Center in the correct account details (utilities, professional services, construction) by decreasing funds for professional services/medical.

BUDGET AMENDMENT REQUEST SUMMARY

Fund	1101	General Service District Fund	504,465.73
Fund	1115	Urban Service District Fund	.00
Fund	1131	Police Confiscated Federal Fund	.00
Fund	3120	US Department of Housing and Urban Development	.00
Fund	3140	US Department of Justice	.00
Fund	3160	US Department of Transportation	.00
Fund	3400	Grants – State	.00
Fund	4002	Sanitary Sewer Fund	3,270.00CR
Fund	4051	Water Quality Management Fund	3,270.00
Fund	6002	Medical Insurance Fund	.00



L283-11


Lexington-Fayette Urban County Government
CHIEF ADMINISTRATIVE OFFICE

Jim Gray
Mayor

Richard P. Moloney
CAO

MEMORANDUM

TO: Mayor Jim Gray

FROM: Mike Nugent, Director 
Division of Computer Services

VIA: Richard Moloney, CAO

DATE: October 6, 2011

RE: Sprint (WSCA) Wireless Communications Services and Equipment Agreement

Authorizing the Mayor on behalf of Lexington-Fayette Urban County Government to execute an agreement with Sprint under the Western States Contracting Alliance (WSCA) Wireless Communication services and equipment master price agreement.

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PARTICIPATING ADDENDUM UNDER WESTERN STATES ALLIANCE WIRELESS COMMUNICATION SERVICES AND EQUIPMENT MASTER PRICE AGREEMENT NO. S1523, WITH SPRINT SOLUTIONS, INC., AT NO ADDITIONAL COST TO THE URBAN COUNTY GOVERNMENT.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the Participating Addendum under Western States Alliance Wireless Communication Services and Equipment Master Price Agreement No. S1523, which is attached hereto and incorporated herein by reference, with Sprint Solutions, Inc., at no additional cost to the Urban County Government.

Section 2 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

**LEXINGTON DIVISION OF POLICE****L122-12**

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

TO: Mayor Jim Gray
Urban County Council

FROM: Chief Ronnie Bastin
Division of Police

DATE: January 26, 2012

RE: **Open Portal Solutions**

Please find attached documentation requesting approval of the attached software services with Open Portal Solutions. Open Portal Solutions is the sole source provider for this software.

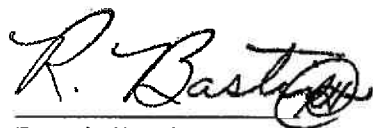
The Lexington Division of Police has requested Open Portal Solutions to create software changes as listed:

1. Requesting software change to allow officers to retrieve their original report to make corrections and add information. Currently, all changes made by an officer must be put into a supplement narrative, which requires manual entry into the AS400 by Central Records personnel. At the conclusion of this process, officers are unable to access a report directly, which requires re-assignment by a supervisor. These steps result in significant duplication of effort. The software upgrade will correct these deficiencies and increase efficiency. Open Portal Solutions will provide a near real-time web service to deliver reporting data to a server housed in Lexington so it can be merged into our AS400 for investigation and management purposes.
2. In order to utilize KYOPS E-NIBRS for electronic field reporting, the Lexington Division of Police requested several software enhancements. The changes requested will modify the software in a manner that will make it possible to capture data fields specific to our Records Management System. Modifications requested are as listed, the property section to include fields for serial number, owner applied number, and description, the subject section to include fields for OL number and OL state, modify the vehicle section to include fields for VIN, make, model, year, license number, and State and modify the approval section to allow officers to chose a supervisor from a list rather than using section numbers exclusively.

Due to software upgrade cost being over \$20,000, we are requesting Council Approval to have upgrade completed. Cost for repairs is fully budgeted. Budgetary impact for FY12 will be at a total cost of \$49,600.

If you have any question or require additional information, please contact my office.

L122-12

A handwritten signature in cursive script, appearing to read "R. Bastin", with a circular flourish at the end.

Ronnie Bastin
Chief of Police

RB/rmh

Attachment

cc: Clay Mason, Commissioner of Public Safety



L122-12

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 Lieutenant Gregg Jones Division/Dept Police/505502

Phone 859-258-3615 Email gjones@lexingtonky.gov

Type of Purchase: () Goods/Materials/Equipment (X) Services

Cost: \$25,000

Sole Source Request for the Purchase of: Software Upgrade to KYOPS

☒ 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 Open Portal Solutions

Contact Name Bob Holtgrave

Address 374 Meridian Park Lane Greenwood, IN 46142

Phone 317-215-8300 Email bholtgrave@opsinc.cc



L122-12

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION**STATEMENT OF NEED:** (Add additional pages as needed)

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.

KYOPS field reporting is designed to meet the specification mandated by the FBI from the client side allowing the user to determine the accuracy of the report before its submission. This feature has been unobtainable within our current software and hardware configuration.

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.

KSP contracted OPS, Open Portal Solutions, to write this software specifically for KSP. This software is owned by KSP and any changes must be approved by KSP. If these changes are approved by KSP then OPS only would need to make the requested changes at the expense of the requesting agency. KSP provides the software free of charge to any agency within the state but changes specific to each agency would need to be funded by that specific agency.

☐ 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:



L122-12

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.).**

We attempted to become NIBRS compliant with our current Field Reporting software vendor New World Systems. This attempt resulted in a report rejection rate of approximately 90-95%. Contact with other surrounding agencies revealed similar issues with exception to the product developed by KSP.

- 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 Lexington Police Department paid an annual fee of approximately \$75,000 dollars to New World Systems for its Field Reporting Maintenance. The one time fee of \$25,000 to OPS for software configuration changes necessary for the software to function within our Records Management and the fact that KSP maintains the software, no annual maintenance fees incurred by the Lexington Police Department, made this option the most cost effective solution without question.

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

No annual maintenance fees would be incurred by the Lexington Police Department and the cost of the software configuration changes are far less than one year maintenance fees charged by New World Systems and the product is far superior. We have also have received an invitation from KSP to aid in the design and development, funded by KSP, of new KYOPS software.

A RESOLUTION AUTHORIZING THE DIVISION OF POLICE, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO PURCHASE VARIOUS SOFTWARE SERVICES FROM OPEN PORTAL SOLUTIONS, A SOLE SOURCE PROVIDER, AT A COST NOT TO EXCEED \$49,600.00.

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

Section 1 - That the Division of Police, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to purchase various software services from Open Portal Solutions.

Section 2 - That an amount, not to exceed the sum of \$49,600.00, be and hereby is approved for payment to Open Portal Solutions from account #1131-505501-71299 (\$39,600.00) and account # 1101-505502-71299 (\$10,000.00), pursuant to the terms of the purchase requisition.

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

MRS:122-12:X:\Cases\POLICE\12-LE0001\LEG\00333961.DOC



22

L141-12

Mayor Jim Gray

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Division of Grants and Special Programs

TO: JIM GRAY, MAYOR
URBAN COUNTY COUNCIL

FROM: IRENE GOODING, DIRECTOR
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: FEBRUARY 1, 2012

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO EXECUTE PROFESSIONAL
SERVICE AGREEMENTS WITH VARIOUS SEXUAL ASSAULT NURSE
EXAMINERS, TO SERVE ON AN "ON-CALL" BASIS FOR THE PERFORMANCE
OF FORENSIC EXAMINATIONS— FY 2012

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

An approved element of the grant-funded project is contracting with certified Sexual Assault Nurse Examiners (S.A.N.E.s) to serve on call twenty-four hours a day to respond to calls for examinations at the University of Kentucky Emergency Room.

The attached Professional Services Agreements with various nurses for the period of January 1, 2012, through December 31, 2012, outline the responsibilities and compensation. Funds for these services are budgeted as follows:

FUND	DEP ID	SECTION	PROJECT	ACTIVITY	BUD REF	ACCOUNT	AMOUNT
3140	505506	5561	SANE 2012	MS GRANT	2012	71299	\$38,930
3140	505506	5561	SANE3 2012	STA GRANT	2012	71217	\$24,150

The funds budgeted in SANE_2012 are for the purpose of paying contractual nurses for on-call duty and for reimbursement for liability insurance. The funds budgeted in SANE3_2012 are for payment of nurses for forensic examinations. These funds come from the state's Crime Victims Compensation Board.

Council authorization to execute the Professional Services Agreements with Lianne McBride, Carrie Barnett, Susan Noel, Susanna Moberly, Angela Wallace, Rosemary Dailey, and Brigitte Ganahl is hereby requested.


Irene Gooding, Director

Xc: Clay Mason, Commissioner of the Department of Public Safety

HORSE CAPITAL OF THE WORLD

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE PROFESSIONAL SERVICES AGREEMENTS WITH LIANNE MCBRIDE, CARRIE BARNETT, SUSAN NOEL, BRIGETTE GANAHL, ROSEMARY DAILEY, ANGELA WALLACE AND SUSANNA MOBERLY, AS SEXUAL ASSAULT NURSE EXAMINERS, TO PROVIDE ON-CALL FORENSIC EXAMINATIONS UNDER THE SEXUAL ASSAULT NURSE EXAMINER PROGRAM, AT A COST NOT TO EXCEED \$40.00 FOR EACH SCHEDULED ON-CALL PERIOD, \$230.00 FOR EACH COMPLETED FORENSIC EXAMINATION, \$50.00 PER CASE FOR PROFESSIONAL TESTIMONY IN COURT, AND THE REASONABLE COST OF MEDICAL LIABILITY INSURANCE.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Professional Services Agreements, which are attached hereto and incorporated herein by reference, with Lianne McBride, Carrie Barnett, Susan Noel, Brigitte Ganahl, Rosemary Dailey, Angela Wallace and Susanna Moberly, as Sexual Assault Nurse Examiners, to provide on-call forensic examinations under the Sexual Assault Nurse Examiner Program.

Section 2 - That an amount, not to exceed \$40.00 for each scheduled on-call period, \$230.00 for each completed forensic examination, \$50.00 per case for professional testimony in court, and the reasonable cost of medical liability insurance, be and hereby is approved for payment to Lianne McBride, Carrie Barnett, Susan Noel, Brigitte Ganahl, Rosemary Dailey, Angela Wallace and Susanna Moberly, from account #3140 505506 71299 and #3140 505506 71217, pursuant to the terms of the Professional Services Agreements.

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



Lexington-Fayette Urban County Government
DEPARTMENT OF GENERAL SERVICES

Jim Gray
Mayor

Sally Hamilton
Commissioner of General Services

MEMORANDUM

TO: Mayor Jim Gray
Urban County Council

FROM: Sally Hamilton, Commissioner
Department of General Services

Date: February 1, 2012

RE: Approval of Memorandum of Agreement with Lexington-Fayette County Parking
Authority (LFCPA)

I am requesting Urban County Council approval authorizing the Mayor to execute a Memorandum of Agreement with the Lexington and Fayette County Parking Authority related to the transfer, management, repair and operations of the parking facilities as outlined in the agreement.

L142-12

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made and entered into on this ____ day of February 2012, by and between Lexington Fayette Urban County Government (hereinafter “LFUCG”) and Lexington and Fayette County Parking Authority (“LFCPA”).

W I T N E S S E T H

WHEREAS, LFUCG owns, manages and operates several public parking facilities including the Transit Center Parking Garage (129 and 169 E. High Street), the Annex Garage (150 E. Street), the District Courthouse Parking Facility (a portion of 150 N. Limestone), the Victorian Square Garage and the Broadway Shops (122-128 N. Broadway (inclusive of 350 W. Short Street)), and the Government Center Garage (208 E. Main Street) through its agencies, the Lexington Fayette Urban County Government Public Parking Corporation and the Lexington-Fayette Urban County Government Public Facilities Corporation; and

WHEREAS, LFCPA was created pursuant to KRS 67A.910, et seq., and has been empowered by this state law and Section 2-179 of the Code of Ordinances, Lexington-Fayette Urban County Government, to, among other things, acquire, own, maintain, operate, repair and manage new and existing parking facilities; and

WHEREAS, Section 18 of Lexington-Fayette Urban County Government Ordinance No. 329-2005, which also created LFCPA, specified that there was to be a transfer of management of certain LFUCG parking garages to LFCPA; and

WHEREAS, the costs of repairing and maintaining these parking facilities is increasing and LFCPA possesses the ability to manage, maintain and operate them; and

L142-12

WHEREAS, the parties are in agreement that the transfer of ownership, management, repair, and/or maintenance of the majority of these parking facilities is in the public interest and will greatly benefit the citizens of the Lexington-Fayette County, Kentucky; and

WHEREAS, although details remain to be worked out, the aforementioned parties are in general agreement about the responsibilities and obligations of the parties in connection with the proposed transfer of ownership, management, repair, and/or maintenance of the Parking Facilities; and

WHEREAS, the parties wish to memorialize their existing understandings into this Memorandum of Agreement in part to provide a guidepost for the negotiation and execution of a management agreement.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, LFUCG and LFCPA hereby covenant and agree as follows:

Section 1 - General

1. The above recitals are incorporated herein as if fully stated.
2. It is the parties intent that LFCPA should, over the course of time, own, manage, operate, repair and maintain the following LFUCG facilities located in Lexington, Fayette County, Kentucky: (a) Transit Center Parking Garage ("Transit Garage"), (b) Annex Garage ("Annex Garage"), (c) Victorian Square Garage and Broadway Shops ("Victorian Garage"), and (d) the District Courthouse Parking Facility ("Courthouse Garage")(collectively referred to hereinafter as the "Parking Facilities") subject to certain reservations of rights to LFUCG.
 - a. The parties shall enter into an agreement pertaining to the management and operation of the Parking Facilities (the "Management Agreement") prior to or concurrent with the transfer of any of the Parking Facilities to LFCPA. The terms of such an agreement are to be consistent with this Agreement.

b. The parties agree that the transfer of ownership of three of the above facilities – Transit Garage, Annex Garage, and Victorian Garage (the “Garages”) – shall take place in conjunction with the execution of the Management Agreement, and the Lexington Fayette Urban County Government Public Parking Corporation and the Lexington-Fayette Urban County Government Public Facilities Corporation will participate in such transfers and the agreement as is legally necessary to effectuate them.

c. The parties agree that the transfer of each Parking Facility shall be in an “as is” condition unless otherwise agreed to by the parties in writing as part of the transfer of that facility.

d. The transfer of each Parking Facility shall include the assignment to LFCPA of any and all leases, subleases, management agreements, contracts, or other documents which in any way restrict or impact the use, management, or operation of any of these facilities or the parking spaces contained therein. It is further the intent of the parties that the transfer of the Victorian Garage shall include the real property owned by LFUCG otherwise known as the “Broadway Shops”

e. The parties agree that they will work together to obtain the most preferable and desirable means of financing the repairs to the Parking Facilities, but that if at all feasible LFCPA shall be primarily responsible for payment of any debt issued for such repairs.

f. The parties agree that the transfer of ownership of the Courthouse Garage shall take place upon final payment of any existing outstanding debt service on the facility and upon any other contingent necessary approvals. Any and all leases, subleases, contracts, or other agreements pertaining to the management or operation of this facility shall be assigned to LFCPA prior to or concurrent with the execution of the Management Agreement.

g. The parties agree that LFCPA shall endeavor, at a future time to be determined by the parties, to undertake the cost of repairing the garage facility located within the Government Center at 208 East Main Street, Lexington, Kentucky. The parties agree that it is not the intent of LFCPA to own or manage this garage.

h. The parties agree to develop a schedule of repairs to all of the Parking Facilities in conjunction with or as part of the Management Agreement, which will be subject to change as needed in the event that the parties agree that the condition of one of the garages requires re-prioritization. LFCPA understands and agrees that the Annex Garage will require repairs to be made as soon as practicable after execution of the Management Agreement. The LFUCG acknowledges and understands that LFCPA shall not be required or obligated to repair the Government Center Garage at any time earlier than the repair of any of the other Parking Facilities and only at such time as it becomes financially feasible to do so. In addition the parties acknowledge that a future public parking structure(s) may take priority over the Government Center Garage repairs if agreed to by the parties.

L142-12

The parties acknowledge that as of the date of this Agreement, the following list is the latest, total estimated cost of all phases of repairs needed for each Parking Facility and the Government Center Garage and to the degree possible, such repairs shall begin in the following order:

a.	Annex Garage -	\$3,400,000
b.	Victorian Garage -	\$ 318,000
c.	Transit Garage -	\$1,300,000
d.	Courthouse Garage -	\$ 558,000
e.	Government Center Garage -	<u>\$2,145,000</u>
Total		\$7,721,000

4. The parties agree that LFUCG's Commissioner of Finance shall be added as a voting member to LFCPA's Board prior to or concurrent with the execution of the Management Agreement.

5. LFCPA understands and agrees that LFUCG currently has more than five hundred fifty (550) employees utilizing parking spaces within the Parking Facilities that are to be transferred to LFCPA, and that at a minimum, this number of spaces shall be reserved among and between these Parking Facilities for use at no cost by LFUCG and its current employees as will be articulated in the Management Agreement. The parties further agree that any LFUCG employee hired after the transfer of these facilities may be required to pay LFCPA fifty percent (50%) of the current market parking rate for that parking structure.

6. LFCPA understands and agrees that validated parking is currently made available at the Parking Facilities. Thereafter, LFCPA shall negotiate in good faith with the users of these facilities as to how such parking spaces are to be operated and managed, including the cost, and such determinations (to the degree known or identifiable) are to be included as part of the Management Agreement and will ensure that anyone providing services to LFUCG as a member of board or like volunteer service will be provide parking at no cost

7. It is further the intent of the parties to establish a long term relationship regarding any additional public parking facilities or spaces created in Fayette County, which would include LFCPA taking a lead role as to these facilities, including the potential ownership, management and operation of such facilities by LFCPA through the use of future net revenues from the operation of LFCPA or the proceeds from such additional facilities.

L142-12

SECTION 1 -- OBLIGATIONS OF LFUCG:

1. Concurrent with the execution of the Management Agreement LFUCG will transfer title and ownership of the Garages to LFCPA with the following restrictions or reservations:

a. LFUCG shall be able to reacquire title and ownership of any of these facilities at any time upon payment of any outstanding debt on that particular facility or assumption thereof and payment of any improvements or repairs as mutually agreed to by the parties;

b. LFUCG shall maintain the Air Rights to each of these facilities; and

c. LFUCG shall have a right of first refusal on the sale or transfer of each of the facilities under which it will be provided the opportunity to purchase the facility(s) based upon the cost calculations in subsection (a), above, and within a reasonable period of time of the offer to purchase.

2. LFUCG shall assist LFCPA with identifying and procuring the appropriate financing for maintaining and repairing the Parking Facilities.

SECTION 2 -- OBLIGATIONS OF LFCPA:

1. Prior to entering into the management agreement, the LFCPA shall provide LFUCG with a detailed plan of how it will manage, operate, and finance the maintenance and repairs of the Parking Facilities and Garages, including how many spaces are needed to operate and how validated parking will be administered.

2. As a provision of the Management Agreement, LFCPA shall at all times carry insurance coverage for itself and its employees and for the Parking Facilities of the types and in the amounts agreed to be sufficient by LFUCG with property damage in the minimum amount of the estimated fair market value of the Parking Facilities and with general liability coverage in a minimum amount comparable to other similarly situated insured facilities.

3. As a provision of the Management Agreement LFCPA shall make an annual report to LFUCG regarding the operation and management of the garages, and will otherwise appear at public meetings as reasonably requested by LFUCG in order to provide information regarding the Parking Facilities or other parking issues.

L142-12

SECTION 3 – MUTUALITY OF OBLIGATIONS

The parties agree that the obligations imposed upon the parties are for the benefit of the parties and that the timely fulfillment of each and every obligation in accordance with this Memorandum of Agreement is necessary. The failure of any party to fulfill its obligations under this Memorandum of Agreement or the failure of any event to occur by the date established by this Memorandum of Agreement shall constitute a breach of this Memorandum of Agreement unless the fulfillment of such obligation is waived or modified by written agreement of the parties.

SECTION 4 – TERM OF MEMORANDUM

This Memorandum of Agreement shall be effective upon execution of the parties hereto.

SECTION 5 – MISCELLANEOUS PROVISIONS

1. This Agreement may be signed by each party upon a separate copy, and in such case one counterpart of this Agreement shall consist of a sufficient number of such copies to reflect the signature of each party hereto. This Agreement may be executed in three or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or the terms and conditions hereof to produce or account for more than one of such counterparts.

2. The headings set forth in this Agreement are for convenience or reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

3. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties. This provision shall not be construed to permit assignment by any party of any of its rights and duties under this Agreement, which assignment shall be prohibited except with the prior written consent of all parties hereto.

4. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, and may be modified only by a written instrument duly executed by each of the parties hereto.

5. Time is of the essence in the performance of each of the terms and conditions of this Agreement.

6. The parties agree that any suit, action or proceeding with respect to this Agreement may only be brought in or entered by, as the case may be, the courts of the Commonwealth of Kentucky situated in Fayette County, Kentucky.

L142-12

7. All notices, requests, demands, waivers, and other communications given as provided in this Agreement shall be in writing, and shall be addressed as follows:

If to LFCPA:

Gary Means

If to LFUCG:

Commissioner of General Services

Attention: Sally Hamilton

Government Center

200 East Main Street

Lexington, Kentucky 40507

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

Lexington and Fayette County Parking Authority

ATTEST BY:

Lexington-Fayette Urban County Government

By: _____
JIM GRAY MAYOR

ATTEST:

Susan Lamb
Clerk of the Urban County Council

00332142

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE LEXINGTON AND FAYETTE COUNTY PARKING AUTHORITY, FOR TRANSFER, MANAGEMENT, REPAIR AND OPERATION OF PARKING FACILITIES.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Memorandum of Agreement, which is attached hereto and incorporated herein by reference, with the Lexington and Fayette County Parking Authority, for transfer, management, repair and operation of parking facilities.

Section 2 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

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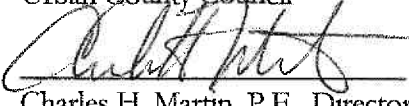
33
L143-12

Lexington-Fayette Urban County Government
DEPARTMENT OF ENVIRONMENTAL QUALITY & PUBLIC WORKS

Jim Gray
Mayor

Susan Bush
Acting Commissioner

To: Mayor Jim Gray
Urban County Council

From: 
Charles H. Martin, P.E., Director

Via: Susan C. Bush, Acting Commissioner

Date: January 31, 2012

Re: **Requesting authorization to execute an agreement awarding a Class A (Neighborhood) Incentive Grant to Hartland Homeowners Association, Inc. to perform a stormwater quality project, at a cost not to exceed \$50,000.00.**

The grant application of Hartland Homeowners Association, Inc. was reviewed and recommended by the Water Quality Fees Board at its July 21, 2011 meeting. Funding is provided by revenue from the Water Quality Management Fee and is budgeted and available in the Fund **4051 303204 3373 78112**. All Class A grants require a minimum 20% match by the grant recipient. The Grant Award Agreement requires the Mayor's signature.

Grantee: Hartland Homeowners Association, Inc.

Incentive Grant Amount: \$50,000.00

Target Watershed: East Hickman

Project Overview: Design and construct capital improvements to an existing stormwater basin to enhance detention volume, reduce stormwater runoff, and stabilize an eroding stream that runs through the basin area. Perform educational seminar on rain barrels to local residents and offer rain barrels for purchase.

Questions regarding this agreement should be directed to Susan Plueger, the Incentive Grant Program Administrator, at 859-425-2482.

Attachment

Pc: Susan Bush, Acting Commissioner, Department of Environmental Quality & Public Works
Ed Gardner, Department of Law
Julie Mantrom, Division of Water Quality
Susan Plueger, P.E., Division of Water Quality




Lexington-Fayette Urban County Government
DEPARTMENT OF ENVIRONMENTAL QUALITY & PUBLIC WORKS

Jim Gray
Mayor

Susan Bush
Acting Commissioner

To: Mayor Jim Gray
Urban County Council

From: 
Charles H. Martin, P.E., Director

Via: Susan C. Bush, Acting Commissioner

Date: January 31, 2012

Re: **Requesting authorization to execute an agreement awarding a Class A (Neighborhood) Incentive Grant to Hartland Homeowners Association, Inc. to perform a stormwater quality project, at a cost not to exceed \$37,230.00.**

The grant application of Hartland Homeowners Association, Inc. was reviewed and recommended by the Water Quality Fees Board at its July 21, 2011 meeting. Funding is provided by revenue from the Water Quality Management Fee and is budgeted and available in the Fund **4051 303204 3373 78112**. All Class A grants require a minimum 20% match by the grant recipient. The Grant Award Agreement requires the Mayor's signature.

Grantee: Hartland Homeowners Association, Inc.

Incentive Grant Amount: \$37,230.00

Target Watershed: East Hickman

Project Overview: Design and construct capital improvements to address ongoing erosion and bank failure on a stream that runs through 6 properties on Hempstead Drive and Elmspring Way. Educate neighborhood residents about stormwater management and water quality issues through a website and workshop.

Questions regarding this agreement should be directed to Susan Plueger, the Incentive Grant Program Administrator, at 859-425-2482.

Attachment

Pc: Susan Bush, Acting Commissioner, Department of Environmental Quality & Public Works
Ed Gardner, Department of Law
Julie Mantrom, Division of Water Quality
Susan Plueger, P.E., Division of Water Quality



L137-12³⁵


Lexington-Fayette Urban County Government
DEPARTMENT OF GENERAL SERVICES

Jim Gray
Mayor

Richard Moloney
Chief Administrative Officer

MEMORANDUM

TO: Jim Gray, Mayor
Urban County Council Members

FROM: 
Jerry Hancock
Director of Parks and Recreation

RE: Donation

DATE: January 31, 2012

This is a request for Council approval to accept a donation of a multi court X-Change wheelchair and a set of Spinenergy SLX Sport Wheels and recognize as a presenting sponsor of the 2012 Bluegrass Invitational Tournament Eagle Sportschairs and Mr. Barry Ewing, owner for this generous donation.

The wheelchair is valued at \$2,100.00MSRP, plus shipping valued at \$200.00. The Spinergy SLX Sport Wheels are valued at \$895.00. The total value of the donation is \$3,195.00.

Mr. Barry Ewing will attend the event and serve as Presenting sponsor for the 2012 Bluegrass Invitational Tournament as well as serve as official repair station.

Please feel free to call me with any questions.

JEH/bac

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT A DONATION FROM MR. BARRY EWING OF EAGLE SPORTCHAIRS, FOR A MULTI COURT X-CHANGE WHEELCHAIR AND A SET OF SPINERGY SPORT WHEELS, FOR USE AT THE DIVISION OF PARKS AND RECREATION, AT NO COST TO THE URBAN COUNTY GOVERNMENT.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to accept a donation from Mr. Barry Ewing of Eagle Sportchairs, of a multicourt X-change wheelchair and a set of Spinergy Sport Wheels, for use at the Division of Parks and Recreation, at no cost to the Urban County Government.

Section 2 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

MRS:137-12:X:\Cases\PARKS\12-LE0001\LEG\00333958.DOC




L147-12³⁷

Lexington-Fayette Urban County Government
DEPARTMENT OF ENVIRONMENTAL QUALITY & PUBLIC WORKS

Jim Gray
Mayor

Susan Bush
Acting Commissioner

To: Mayor Jim Gray
Urban-County Council

From: 
Charles H. Martin, P.E., Director

Via: Susan C. Bush, Acting Commissioner

Date: February 2, 2012

Re: Requesting authorization to execute four (4) agreements awarding Class B (Education) Incentive Grants to the Board of Education of Fayette County, Kentucky to perform stormwater quality projects, at a total cost not to exceed \$10,836.20.

The grant applications of the Board of Education of Fayette County, Kentucky (Fayette County Public Schools) were reviewed and recommended by the Water Quality Fees Board at its October 13, 2011 meeting. Funding is provided by revenue from the Water Quality Management Fee and is fully budgeted and available in the Fund **4051 303204 3373 78112**. All Class B Education grants require a minimum 50% match above the first \$2,500.00 by the grant recipient. The Grant Award Agreements require the Mayor's signature.

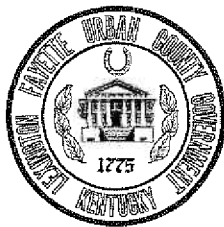
All four grant projects include design and construction of a rain garden on school property, incorporation of the rain garden into the school's curriculum and activities, and educational outreach to the public. The four grants are as follows:

Project School: Cassidy Elementary	-	\$3,336.20
Project School: Athens Chilesburg Elementary	-	\$2,500.00
Project School: Beaumont Middle	-	\$2,500.00
Project School: Jessie Clark Middle	-	\$2,500.00

Questions regarding this agreement should be directed to Susan Plueger, the Incentive Grant Program Administrator, at 859-425-2482.

Attachment

Pc: Susan Bush, Acting Commissioner, Department of Environmental Quality & Public Works
Ed Gardner, Department of Law
Julie Mantrom, Division of Water Quality
Susan Plueger, P.E., Division of Water Quality

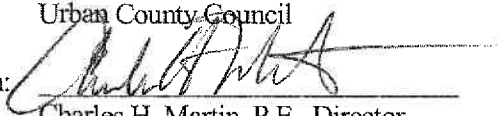


L148-³⁸12

Lexington-Fayette Urban County Government
DEPARTMENT OF ENVIRONMENTAL QUALITY & PUBLIC WORKS

Jim Gray
Mayor

Susan Bush
Acting Commissioner

To: Mayor Jim Gray
Urban County Council
From: 
Charles H. Martin, P.E., Director
Division of Water Quality

Date: February 1, 2012

Re: Award of Engineering Services Agreement
Coldstream Park Stream Corridor Restoration and Preservation
Consent Decree Supplemental Environmental Project

The purpose of this memorandum is to request a resolution authorizing the award of an engineering services contract to CDP Engineers, Inc. to provide engineering services for the Coldstream Park Stream Corridor Restoration and Preservation project. This project is a Supplemental Environmental Project mandated by the Consent Decree. Work associated with this contract, not to exceed \$250,000, will be allocated via a series of written task orders.

Lump sum or time and materials fees will be assigned to each task order. Funding for this work is fully budgeted in **4051 303204 3373 71205**.

The purpose of this engineering services agreement is to perform survey, design, bid, and construction related services for restoration of 4,415 linear feet of Cane Run within the LFUCG-owned Coldstream Park. EPA mandated features of this project include natural stream design, habitat restoration, vernal pools, and infiltration and pollutant removal features. Outcome of this work includes:

- Project management to meet the deadlines associated with deliverables contained in Appendix J-1 of the Consent Decree;
- Preparation and implementation of a Risk Mitigation Plan related to karst features within the project area;
- Preparation of submittals to EPA and permitting agencies;
- Survey and pre-project monitoring and assessments;
- Preparation of design plans and bid documents;
- Assistance with bid and construction and post-project reporting through final acceptance by the EPA and all permitting agencies;
- Coordination with all stakeholders, including the Lexington Fayette Urban County Greenspace Trust, Inc. which has been established as the authority to oversee future maintenance and preservation of the area;

Questions regarding this agreement should be directed to Charles Martin 859-425-2455 or Susan Plueger 859-425-2482.

pc: Susan Bush, Acting Commissioner, Department of Environmental Quality and Public Works
Brian Marcum, Director, Central Purchasing
Susan Plueger, P.E., Division of Water Quality



L152-12

Mayor Jim Gray

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Grants and Special Programs

TO: JIM GRAY, MAYOR
URBAN COUNTY COUNCIL

FROM: IRENE GOODING, DIRECTOR
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: FEBRUARY 3, 2012

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO EXECUTE
AGREEMENT WITH TACTICAL ENERGETIC ENTRY SYSTEM,
LLC, FOR DYNAMIC ENTRY TRAINING FOR THE DIVISION
OF POLICE-BID #129-2011

On December 1, 2011 (Resolution No. 548-2011), Council approved acceptance of federal funds in the amount of \$55,000 from the Kentucky Office of Homeland Security for dynamic entry training for the Division of Police on behalf of the Kentucky Explosive Incident Response Task Force..

In response to BID # 129-2011-Dynamic Entry Training, the Division of Police has selected Tactical Energetic Entry System, LLC, to provide this training, as the lowest bidder meeting all risk management criteria. The agreement with Kentucky Office of Homeland Security requires a written agreement with the vendor. Total cost of these services is \$35,000.

Funds are in process of being budgeted as follows:

FUND	DEPT ID	SECT	ACCOUNT	PROJECT	BUD REF	ACTIVITY
3200	505505	5542	71299	STHO_POL_2012	2012	FED_GRANT

Council authorization to execute agreement is hereby requested.


Irene Gooding, Director

Xc: Clay Mason, Commissioner, Department of Public Safety

HORSE CAPITAL OF THE WORLD



40
L152-12

Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

Jane C. Driskell
Commissioner

FOR: Jim Gray, Mayor

FROM: Brian Marcum, Director
Division of Central Purchasing

DATE: February 2, 2011

SUBJECT: Bid #129-2011 – Dynamic Entry Training

Bids were received in the Division of Central Purchasing on December 28, 2011, for Dynamic Entry Training for the Division of Police.

Economic Engine notified two thousand and sixty-five (2065) vendors with one hundred and thirty-one (131) vendors viewing the document. One (1) responsive bid was received from Tactical Energetic Entry Systems, LLC (TEES). The bid of Global Assets Integrated/FETT USA was non-responsive, due to non-compliance with the required General Liability Insurance requirements as specified in the bid and the vendor's request for mutual indemnity, which is not acceptable per the Division of Law.

The second low bid from Tactical Energetic Entry Systems, LLC (TEES) of a total not to exceed \$39,500 meets specifications, provides the required insurance requirements as specified in the bid, and is within budgetary restraints. Therefore, I recommend the bid of Tactical Energetic Entry Systems, LLC (TEES) be accepted.

cc: Richard Moloney, Chief Administrative Officer
Jane K. Driskell, Commissioner of Finance
Clay Mason, Commissioner of Public Safety
Ronnie Bastin, Chief, Division of Police
Irene Gooding, Director, Division of Special Projects and Grants
Stacey Maynard, Council Administrator
Lt. Clayton Roberts, Division of Police

tdm

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH TACTICAL ENERGETIC ENTRY SYSTEMS, LLC, FOR DYNAMIC ENTRY TRAINING FOR THE DIVISION OF POLICE, AT A COST NOT TO EXCEED \$35,000.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Agreement, which is attached hereto and incorporated herein by reference, with Tactical Energetic Entry Systems, LLC, for Dynamic Entry Training for the Division of Police.

Section 2 - That an amount, not to exceed the sum of \$35,000, be and hereby is approved for payment to Tactical Energetic Entry Systems, LLC, from account #3200-505505-71299, pursuant to the terms of the Agreement.

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:

152-12_MKHM_X:\Cases\COMDEV\12-LE0001\LEG\00333840.DOC



42
L138-12

Lexington-Fayette Urban County Government
DIVISION OF HUMAN RESOURCES

Jim Gray
Mayor

Janet Graham
Commissioner

M E M O R A N D U M

TO: Jim Gray, Mayor
Richard Moloney, Chief Administrative Officer
Council Members

FROM: _____
Leslie Jarvis, Acting Director
Division of Human Resources

DATE: January 31, 2012

SUBJECT: Amend 22-5 of the Code of Ordinances

The attached action amends Section 22-5 of the Code of Ordinances transferring one (1) position of Equipment Operator P/T (Grade 108N) from the Division of Family Services to the Division of Youth Services; effective upon passage by Council.

The Department of Social Services has requested this transfer of the position to better serve the Division of Youth Services. This position is responsible for driving the bus and transportation for the people who utilize the Division of Youth Services. Each Division will have two (2) Equipment Operators P/T (Bus Driver) positions.

There is no fiscal impact with this action.

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

Attachment

Log #12-0029



L156-12 43

Mayor Jim Gray

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Grants and Special Programs

TO: JIM GRAY, MAYOR
URBAN COUNTY COUNCIL

FROM: IRENE GOODING, DIRECTOR
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: FEBRUARY 6, 2012

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO ACCEPT FEE SIMPLE RIGHT
OF WAY AND TEMPORARY CONSTRUCTION EASEMENTS FROM
OWNERS OF RECORD NEEDED FOR MEADOWS/NORTHLAND/
ARLINGTON PUBLIC IMPROVEMENTS SECTION 5A

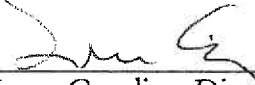
Division of Engineering is in the process of designing Section 5A Public Improvements for Meadows-Northland-Arlington- Project. Section 5A includes Park View Avenue, Carlisle Avenue, and Locust Avenue between Bryan Avenue and Oak Hill Drive. Project consists of reconstruction of streets, sidewalks, and stormwater drainage facilities.

Division of Engineering is in process of appraising properties for right of way acquisition. Council authorization is requested to accept fee simple right of way and construction easements from owners of record at a cost not to exceed \$175,000.

Sufficient funds are budgeted in the following accounts:

FUND	DEPT ID	SECTION	ACCOUNT	PROJECT	BUD REF	ACTIVITY
3120	303202	3211	91713	CDBG 2011	2011	C03

Council authorization to purchase necessary easements for project is hereby requested.


Irene Gooding, Director

Cc: Susan Bush, Acting Commissioner of the Departments of Environmental Quality & Public Works

HORSE CAPITAL OF THE WORLD

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CERTIFICATES OF CONSIDERATION AND OTHER NECESSARY DOCUMENTS, AND TO ACCEPT DEEDS FOR PROPERTY INTERESTS NEEDED FOR THE MEADOWS-NORTHLAND-ARLINGTON SECTION 5A PUBLIC IMPROVEMENTS PROJECT, AT A COST NOT TO EXCEED \$175,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Certificates of Consideration and other necessary documents, and to accept deeds for property interests needed for the Meadows-Northland-Arlington Section 5A Public Improvements Project.

Section 2 - That an amount, not to exceed the sum of \$175,000.00, be and hereby is approved for payment to property owners, plus usual and appropriate closing costs, all from account # 3120-303202-91713 at the time of closing.

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:



45
L158-12

Mayor Jim Gray

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Grants and Special Programs

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

**FROM: IRENE GOODING, DIRECTOR
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

DATE: FEBRUARY 6, 2012

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO APPROVE
THERMO FISHER SCIENTIFIC AS SOLE SOURCE VENDOR
FOR PURCHASE OF SPECIAL OPERATIONS, HAZARDOUS
MATERIALS AND TECHNICAL RESCUE EQUIPMENT FOR
THE DIVISION OF FIRE AND EMERGENCY SERVICES
UNDER THE 2011 STATE HOMELAND SECURITY GRANT
PROGRAM**


On December 1, 2011 (Resolution No. 548-2011), Council approved acceptance of federal funds from the Kentucky Office of Homeland Security for the purchase of Special Operations, Hazardous Materials and Technical Rescue Equipment for the Division of Fire and Emergency Services.

The Division of Fire and Emergency Services is requesting Council approval of Thermo Fisher Scientific as a sole source vendor for the purchase of the following equipment:

First Defender RMX— will provide the Special Operations Unit with a rapid, non-invasive, field-based chemical analysis of unknown substances such as drug precursors, narcotics, explosives, chemical weapon agents, and toxic industrial chemicals. Equipment is priced at \$55,000.

Thermo Fisher Scientific is a sole source vendor for this equipment because it is proprietary technology and no other manufacturer produces a comparable unit.

Council authorization to approve Thermo Fisher Scientific as a sole source vendor for purchase of herein described equipment is hereby requested.



Irene Gooding, Director

Xc: Clay Mason, Commissioner, Department of Public Safety

HORSE CAPITAL OF THE WORLD

**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 Major Gregg M. Bayer Division/Dept Special Operations/Fire

Phone 859-231-5623 Email bayerg@lexingtonky.gov

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

Cost: \$55,000.00

Sole Source Request for the Purchase of: AhuraScientific First Defender RMX-Handheld
identification system with remote functionality for solids and liquids

☒ 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 ThermoFisher Scientific

Contact Name Bill Kotowski

Address 46 Jonspin Road, Wilmington, MA 01887

Phone 978-284-6910 Email bill.kotowski@thermofisher.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.

This product is a hazardous materials monitor that specifically identifies the chemical composition of solids and liquids, in addition to components of WMD. It utilizes a proprietary engine, no other device on the market can make or use the software.

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.

This product provides the quickest, most accurate chemical composition breakdown without exposing the responder to the product or environment. It requires zero contact with the product, near instant ID

☐ 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.

Please see attached documentation

☐ 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.

Please see attached documentation

☐ 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:

The First Defender RMX- Handheld was specifically mentioned in the KOHS grant application, and money was awarded to fund this monitor. Issue of interoperability with Kentucky State Police who also has the identical unit.



L158-12

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.).

Currently the only other RMX handheld Identifier in the state has been purchased by KSP/Commonwealth of Kentucky. KSP purchased on a sole source one time procurement. Follow up emails/calls were made by Theresa Maynard, purchasing as well as Major Bayer. The only way to procure this item directly from Thermo Fisher Scientific because of the proprietary technology.

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.)

Price is comparable to what KSP paid for their RMX- Handheld

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

None - ThermoFisher Scientific is the only supplier of this commodity.

**LEXINGTON DIVISION OF POLICE**

L160-12

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

TO: Mayor Jim Gray
Urban County Council

FROM: Chief Ronnie Bastin
Division of Police

DATE: February 7, 2012

RE: Change Order No. 1
RCC Consultants

Please find attached documentation for Change Order No. 1 on consulting work between RCC Consultants and Lexington-Fayette Urban County Government. RCC Consultants will provide professional services for the public safety radio system. RCC Consultants is a sole source provider.

I have attached Resolution #280-2011, which authorized the current agreement between LFUCG and RCC Consultants. The initial cost of \$100,000 was exceeded by \$4,500, due to an extended negotiation period and additional analysis required of the selected vendor's proposal. We are requesting approval of the attached cost proposal in the amount of \$55,700.75, which covers the 2012 renewal and balance due.

The consultant services will be covered by existing budgeted funds. If you have any questions or require additional information, please contact my office.

A handwritten signature in black ink, appearing to read "R. Bastin", with a horizontal line underneath.

Ronnie Bastin
Chief of Police

RB/rmh

Attachment

cc: Clay Mason, Commissioner of Public Safety

LEXINGTON-FAYETTE

URBAN COUNTY GOVERNMENT

CONTRACT CHANGE ORDER

Page 1 of 2

Date: January 26, 2012

Project: Public Safety Radio Project

Location: 150 E. Main Street and various tower sites.

To (Contractor)
RCC Consultants
100 Woodbridge Center Dr., Suite 201,
Woodbridge, NJ 07095

Contract No. R280-2011

Change Order No. 1

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

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	Balance Due on 2011 Statement of Work		4,500.00
2	2012 Statement of Work		51,200.75
	Change in contract price due to this Change Order:		
	Total decrease		XXXXXXXXXXXX.XX
	Total increase	XXXXXXXXXXXX.XX	55,700.75
	Net (increase) contract price		

The sum of \$ 55,700.75 is hereby from the total contract price, and the total adjusted contract price to date thereby is \$ 155,700.75

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

Recommended by _____ (Project Engr.) Date

Accepted by _____ (Contractor) Date

Approved by _____ (Urban Co. Engr.) Date

Approved by _____ (Commissioner) Date

Approved by _____ (Mayor or CAO) Date

RESOLUTION NO. 280-2011

A RESOLUTION AUTHORIZING THE DIVISION OF EMERGENCY MANAGEMENT/911 TO OBTAIN PROFESSIONAL SERVICES RELATED TO THE ACQUISITION OF A NEW PUBLIC SAFETY RADIO SYSTEM FROM RCC CONSULTANTS, INC., A SOLE SOURCE PROVIDER, AT A COST NOT TO EXCEED \$100,000.00, AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS.

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

Section 1 - That the Division of Emergency Management/911 be and hereby is authorized to obtain professional services related to the acquisition of a new public safety radio system from RCC Consultants, Inc., a sole source provider.

Section 2 - That the Mayor, on behalf of the Urban County Government, be and hereby is authorized to sign any necessary agreement or other documents related to obtaining these professional services.

Section 3 - That an amount, not to exceed the sum of \$100,000.00, be and hereby is approved for payment to RCC Consultants, Inc., from account #4204-505601-71299 (\$10,000.00), account #4204-505603-71299 (\$40,000.00), #4204-505601-71299 (\$10,000.00)(FY12), and account #4204-505603-71299 (\$40,000.00)(FY12) for the above services.

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

PASSED URBAN COUNTY COUNCIL: July 7, 2011


MAYOR

ATTEST:


CLERK OF URBAN COUNTY COUNCIL

L160-12

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of ^{July}~~June~~ 7, 2011, by and between Lexington Fayette Urban County Government ("LFUCG") and RCC Consultants, Inc., a Delaware corporation with headquarters offices at 100 Woodbridge Center Drive - Suite 201, Woodbridge, New Jersey 07095-1125 ("RCC").

WITNESSETH:

In consideration of the mutual promises herein contained, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I - Scope of Work

RCC shall perform the services set forth in its proposal, dated June 10, 2011, a copy of which is annexed hereto as Appendix "A" and incorporated herein by this reference (the "Proposal"). The Proposal shall not be modified except by written agreement of the parties hereto. Anything herein to the contrary notwithstanding, if and to the extent LFUCG requests RCC to perform additional services in writing through a formal change order and which are not included in the Proposal, absent a further written agreement between the parties, LFUCG shall compensate RCC for the performance of such additional services on a time and material basis in accordance with RCC's hourly rate schedule then in effect and the provisions of Article II hereof.

ARTICLE II - Fees and Expenses

As compensation for the services performed under this Agreement, LFUCG shall pay RCC a fee in accordance with this Agreement and the Proposal, provided however, that in no event shall LFUCG be obligated to pay RCC a total amount in excess of \$100,000 absent an additional written agreement. LFUCG shall reimburse RCC for all costs incurred by RCC for travel, lodging, meals, and other out-of-pocket expenses related to the services performed under this Agreement and for third-party products and services procured by RCC on LFUCG's behalf at RCC's cost, which in no event shall include alcoholic beverages or exceed the per diem applicable to LFUCG employees. Each month during the term hereof, RCC will submit to LFUCG an invoice for the services performed and expenses incurred during the previous month. LFUCG shall pay RCC the amount on each such invoice within thirty (30) days of receipt and any amount not paid within such thirty-day period shall accrue interest at a rate equal to the lesser of (i) one and one-half percent (1.5%) per month, or (ii) the highest rate permitted by law.

ARTICLE III - Period of Performance

The performance of RCC's services hereunder shall commence as soon as practicable after the execution and delivery of this Agreement by both parties and, subject to the provisions of ARTICLE VI hereof, shall terminate upon delivery by RCC of materials and reports specified in the Proposal, and payment to RCC by LFUCG for all services performed and expenses incurred in connection with this Agreement.

RCC's relationship with LFUCG shall at all times be that of an independent contractor. The method and manner in which RCC's services hereunder shall be performed shall be determined by RCC, in its sole discretion, and LFUCG will not exercise control over RCC or its employees except insofar as may be reasonably necessary to ensure performance and compliance with this Agreement. The employees, methods, equipment and facilities used by RCC shall at all times be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate RCC, or any of its employees, as employees or agents of LFUCG.

Any notice, request or other communication to either party by the other concerning the terms and conditions of this Agreement shall be in writing and shall be deemed given when actually received by the addressee, having been hand delivered or sent postage prepaid, by certified or registered United States mail, return receipt requested, addressed as follows:

If to LFUCG: Lexington Fayette Urban County Government
Department of Public Safety
Division of Enhanced 9-1-1
200 East Main Street, Room 313
Lexington, Kentucky 40507
Attn: David S. Lucas, ENP
Director

The person and the place to which notices are to be mailed to either party may be changed from time to time by notice given in accordance with the provisions hereof.

ARTICLE VI - Termination

Either party may terminate this Agreement at any time with or without cause by giving thirty (30) days written notice to the other party, in which event RCC's obligation shall be to provide all work performed to that date and LFUCG's sole obligations shall be to compensate RCC for work actually performed and expenses incurred up to the date of termination. In no event will any payment pursuant to this ARTICLE VI exceed the compensation provided for in ARTICLE II.

ARTICLE VII - Confidentiality

RCC shall not publish, copyright, or otherwise disclose or permit to be disclosed or published, the results of any reports to LFUCG concerning the work to be performed pursuant to this Agreement, or any particulars thereof, including forms or other materials developed exclusively for LFUCG in connection with the performance by RCC of its services hereunder during the period of this Agreement, without prior written approval of LFUCG. RCC, cognizant of the sensitive nature of much of the data supplied by LFUCG, agrees to protect the confidentiality of any information designated by LFUCG to be privileged or proprietary except to the extent that (i) such information enters the public domain, (ii) is obtained by RCC from independent third parties not subject to any confidentiality or similar agreement with LFUCG, or (iii) disclosure of such information is required by law, rule or regulation or the valid order of a court or administrative agency.

ARTICLE VIII - Personnel

A. RCC will assign qualified professional personnel and other RCC support staff, as necessary, to complete the services contemplated by this Agreement. In the event that the employment of any such person should be terminated prior to the termination hereof, then in such event RCC shall, at its discretion, assign such other persons, as necessary, to complete the services.

B. LFUCG understands and agrees that RCC has a significant investment in the recruitment, training, and deployment of its personnel and that, if such personnel are hired directly by LFUCG, then RCC will incur substantial direct costs to recruit, train, and deploy new personnel of similar quality and experience and will suffer concomitant disruption of its business interests. Therefore, in order to preserve and further the positive business relationship between LFUCG and RCC, it is agreed that, during the term hereof and for a period of one (1) year after the completion or earlier termination of this Agreement: (1) If LFUCG hires an RCC employee who performs services pursuant to this Agreement during the one year period following completion or termination of this Agreement then LFUCG will pay a release fee to RCC equivalent to the greater of: (a) thirty percent (30%) of the annual compensation (including salary, bonus, and other compensation such as sales commission and deferred compensation) that LFUCG or such other person, firm or entity has agreed to pay to such person; or (b) the actual costs incurred by RCC in connection with the recruitment, training, and deployment of a new

RCC employee of substantially equal skills and experience. (2) Such release fee will be billed by RCC to LFUCG when the candidate is actually hired by LFUCG and is due and payable upon receipt of RCC's invoice.

ARTICLE IX - Indemnity / Liability

RCC will indemnify LFUCG and hold it, and its officers, agents, representatives and employees harmless from any and all claims, damages, costs, including attorney's fees, and liabilities of any kind directly resulting from the willful misconduct of RCC or its employees, representatives, or agents or the negligent performance of RCC's obligations under this Agreement; except to the extent such claims, damages, costs and liabilities result from the negligence or willful misconduct of LFUCG or its employees, representatives, or agents. In no event shall RCC be liable for lost profits, special, incidental, consequential, or indirect damages suffered by LFUCG. The parties agree that in no event will RCC's liability exceed the amount of compensation paid to RCC by LFUCG, or RCC's insurance coverage, whichever is less.

ARTICLE X - Insurance

RCC shall take out and carry during the entire term of this Agreement, property damage insurance and general public liability insurance with adequate limits to protect both RCC and LFUCG from liability. RCC shall insure the payment of compensation to its employees in accordance with applicable Worker's Compensation Laws. RCC will maintain adequate General Liability and Auto Liability insurance. RCC will provide LFUCG with a Certificate of Liability Insurance evidencing the insurance coverage provided for herein, if required by LFUCG.

ARTICLE XI - Taxes, Unemployment Insurance and Related Items

RCC hereby accepts full and exclusive responsibility for the payment of any and all contributions or taxes, or both, for any unemployment insurance, medical and old age retirement benefits, pensions, and annuities now or hereinafter imposed under any law of the United States or any State, which are measured by the wages, salaries or other remuneration paid to persons employed by RCC on the work covered by this Agreement or in any way connected therewith; and RCC shall comply with all administrative regulations and rulings thereunder with respect to any of the aforesaid matters; and RCC shall reimburse LFUCG for any of the aforesaid contributions or taxes, or both, or any part thereof, if by law LFUCG may be required to pay the same or any part thereof.

ARTICLE XII - General

A. Modifications - This Agreement or any part thereof may not be modified, except by written agreement of the parties signed by the duly authorized representatives of the parties.

B. No Waiver - No omission or delay by either party to this Agreement at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms of this

Agreement, shall be a waiver of any such right or remedy to which either party is entitled, nor shall it in any way affect the right of either party to enforce such provisions thereafter.

C. Applicable Law - This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

D. Severability - If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other provisions hereof shall in no way be affected thereby.

E. Court Appearances - Except for any dispute arising directly from RCC's performance under this Agreement, nothing in this Agreement shall obligate RCC to prepare for or appear in litigation on behalf of LFUCG except in consideration of additional compensation. Absent a written supplemental agreement as to the amount of such additional compensation, RCC shall be compensated on a time and materials basis in accordance with RCC's hourly rate schedule then in effect and the provisions of Article II hereof.

F. Successors and Assigns - Neither party shall assign or transfer this Agreement or any of its rights hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Any request to assign or transfer this Agreement shall be deemed to be granted if the recipient of such a request has not acted upon such request within thirty (30) days of its receipt. Notwithstanding the foregoing, RCC shall have the right, without the consent of LFUCG, to assign this Agreement and its rights and obligations hereunder to RCC's parents, subsidiaries or affiliates or to any partnership in which RCC or any parent, subsidiary or affiliate of RCC is a general partner, or to a successor of RCC by consolidation or merger or to a purchaser of all, or substantially all, of RCC's assets. This Agreement shall inure to the benefit of the parties and their respective permitted successors and assigns.

G. Force Majeure - In the event that performance by either party of any of its obligations or undertakings under this Agreement shall be interrupted or delayed by any occurrence not occasioned by the conduct of either party hereto, whether such occurrence be an act of God such as lightning, earthquakes, floods or other like causes, the common enemy, the result of war, riot, strike, lockout, civil commotion, sovereign conduct, explosion, fire or the act or conduct of any person or persons not a party to or under the direction or control of a party hereto, then such performance shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

H. Entire Agreement - This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements and understandings relating to the services to be performed under this Agreement.

I. Counterparts - This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

L160-12

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

ATTEST/WITNESS:

LEXINGTON FAYETTE URBAN
COUNTY GOVERNMENT

By: Meredith Nelson
Name: Meredith Nelson
Title: Deputy Council Clerk

By: Jim Gray
Name: Jim Gray
Title: Mayor

ATTEST/WITNESS:

RCC CONSULTANTS, INC.

By: James J. McGinn
Name: James J. McGinn
Title: Witness

By: Steven T. Apicella
Name: STEVEN T. APICELLA
Title: VICE PRESIDENT

APPENDIX A

Copy of RCC's Proposal, Dated June 10, 2011

Neighborhood Development Funds
February 14, 2012
Work Session

Amount	Recipient	Purpose
\$ 1,300.00	Big Brothers/Big Sisters of the Bluegrass 1122 Oak Hill Drive Lexington, KY 40505 Alan Stein	Funding to support reorganization costs and programs for children.
\$ 300.00	Lansdowne Elementary School PTA, Inc. 336 Redding Road Lexington, KY 40517 Mary Beth Huffman	Funding for various programs and events for Lansdowne Elementary Students.
\$ 25.00	Board of Trustees of Victory Baptist Church 2261 Armstrong Mill Rd Lexington, KY 40515 Steve Moore	Funding to support staffing of a public meeting on February 21, 2012.
\$ 100.00	Citizen's Police Academy Alumni Association 150 East Main Street Lexington, KY 40507 Debbie Wagner	Funding to sponsor officers attendance to the 2012 Police Awards Banquet.
\$ 575.00	Budget Amendment Division of Adult and Tenant Services 1101 60201 6212 78112	Funding for the <i>Hot Water to Our Community Program</i> .

Summary of 2011 Event Season

February 14, 2012



www.downtownlex.com

Background

- January 2011 – The Gray Administration approaches DLC about the feasibility of taking on some of the events the City has previously produced.
- February 2011 – The Division of Law offers a first draft of the PSA to transfer event production to the DLC.
- May 13, 2011 – Council approves the PSA and it is signed by the Mayor and DLC.
- May 2011 – \$120,000 is transferred to the DLC from the Mayor's Office of Special Events sponsorship budget; all of these funds were raised privately for the events.

DLC Managed City Events

- Fourth of July Festival Events
 - Patriotic Concert
 - Great American Pie Contest & Ice Cream Social
 - BG 10,000
 - Parade
 - Street Festival
 - July 4th Live replaced Red White & Boom in core downtown events
 - Fireworks
- Vintage Kentucky Wine Festival
- Tree Lighting Festival Events
 - Tree Lighting Ceremony
 - Winter Festival
 - Downtown Carriage Rides
- Kentucky Christmas Chorus

How the \$120,000 was assigned to the events that were transferred...

- Fourth of July Festival = \$107,000
- Vintage Kentucky Wine Festival = \$2,500
- Holiday Events = \$10,500

Red White & Boom

- A music festival formerly located in the Cox Street lot and a part of Lexington's 4th of July celebrations.
 - A Clear Channel event – Subsidized by the Festival Committee for logistics such as Police, Streets & Roads and portable toilets and the festival gave \$12,000 cash to support this event.
 - A good segue into the Fireworks after the Street Festival ended.
- What it is not:
 - The name of all of Lexington's downtown 4th of July celebrations.
- Why did it leave the Cox St. lot in 2011?
 - Clear Channel decided due to the cost of talent, logistics and security for the Cox St. space that moving this event to a venue conducive for ticketing was best.

Yearly Fourth of July Comparisons

2010	2011
• Sponsorships/Cash = \$253,061.60	• Sponsorships/Cash = \$275,224.82
• Expense = \$132,876.80	• Expenses = \$175,397.28
• Net Income = \$120,184.80	• Net Income = \$99,827.54

- NOTE: LFUCG staff costs are not included in expenses.

Yearly Vintage KY Wine Comparisons

2010

- Sponsorships/Cash = \$14,572.50
- Expenses = \$9,052.81
- Net Income = \$5,509.69

2011

- Sponsorships/Cash = \$14,252.50
- Expenses = \$9,529.60
- Net Income = \$4,722.90

*Revenue included a \$6,780 grant

- NOTE: LFUCG staff costs are not included in expenses.

Yearly Holiday Comparisons

2010

- Sponsorships/Cash = \$20,750
- Expenses = \$19,556
- Net Income = \$1,194

2011

- Sponsorships/Cash = \$26,750
- Expenses = \$22,333.82
- Net Income = \$4,416.18

- NOTE: LFUCG staff costs are not included in expenses.

Detail of 2011 Sponsors/In-Kind

- ABC 36
- Allegra Print & Imaging
- Athens Paper Company
- Flav-O-Rich
- Harp Enterprises
- LEX 18
- RJ Corman Railroad Services
- Type Style Inc.
- WKYT-Channel 27

2012 Outlook

- Pepsi – has committed for 2-year sponsorship to be the official non-alcoholic beverage provider.
- Other new sponsorship opportunities:
 - Kid's Zone – if secured these activities would be offered free to the public
 - 4th of July Live
 - Presenting Sponsorship of Vintage KY Wine Festival
 - New opportunities with the Tree Lighting Festival

Continued Improvement

- Tweaking event production and quality
- Working with LFUCG Divisions to cut costs on labor
- Capturing email addresses to alleviate postage
- Capital improvement possibilities
 - Purchasing a multipurpose stage
 - Purchasing bicycle barricades

Thank You!

Questions?

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Changes to Corrections Collective Bargaining Agreement

- Recognition
 - Town Branch Fraternal Order of Police Lodge No 83 is the new representative of Officers and Sergeants
- Lodge Business
 - Adjustment to number of members that can attend bargaining sessions to three members
 - Increase to two the number of members that can attend Kentucky General Assembly meetings
 - Permit use of LFUCG email for lodge business with restrictions
- Assignments
 - Add administrative panel to review applications for critical position appointments
 - Clarify requirements for trades of days off or shifts
- Promotions
 - Change designation of materials to be tested on for promotion to sergeant
 - Clarify that satisfactory service requirement for promotion means no discipline greater than a written reprimand in the past year
 - Specify that promotion to lieutenant shall be based on training and experience (T & E) and an oral interview with standardized points
 - Replace Human Resources representative on promotions panel with a lieutenant or captain
 - Provide that the eligibility lists for promotion shall remain in effect for two years unless abolished by the Director
- Grievance Procedure
 - Allow grievances of written reprimands
 - Specify that one paid lodge representative, one unpaid observer (or an attorney), and the grievant may attend hearings
 - Adjust timelines for grievance responses
- Health and Safety
 - Implements a quartermaster system for uniforms and equipment
 - Provides for \$400 annual uniform allowance (\$200 in January, \$200 in July)
- Disciplinary Procedures
 - Clarifies timelines for disciplinary actions

- Provides members with an opportunity to meet with the Director prior to implementation of major discipline
- Court-Related Pay
 - Allows members to be compensated for time off for jury duty
- Overtime
 - Provides for payment in six minute increments
 - Specifies the schedule for when mandatory overtime shall be worked
- Acting Pay
 - Provides for acting pay after only 40 hours, retroactive to the first day of the assignment
- Paid and Unpaid Leaves
 - Swing holidays are suspended for two years
 - Vacation leave accruals are reduced by two hours per month for two years
 - Christmas Eve holiday is increased from four to eight hours
 - Sick leave accruals are reduced by two hours per month for two years
 - Provides for bereavement leave for additional relatives per LFUCG policy
- Death in the Line of Duty
 - Benefit increases from \$50,000 to \$100,000
- Health and Wellness Benefits
 - Reduces benefit pool for members to \$430.74 for one year
 - Returns benefit pool to \$455.74 in second year
 - Increases benefit pool to \$480.74 in third and fourth year
- Life Insurance
 - Benefit increases from \$25,000 to \$50,000
- Tuition Benefit
 - Provides for tuition benefit at Midway College for its Business Administration associate degree program
 - Continues \$1,200 reimbursement benefit
- Personal Property Reimbursement
 - Increases reimbursement amount to a maximum of \$200/item
- Shift Differential
 - Makes all shift differential standard at \$.50/hour for second shift/\$1.00/hour for third shift instead of basing on assignment

- Salary
 - No steps or structure movement in the first two years of the agreement
 - \$400 structure increase in third and fourth year
- Miscellaneous Working Conditions
 - Provides for reasonable use of cell phones by members
 - Provides for payment of fees and time allowances for members who are required to have a CDL
- Term
 - Agreement is for four years beginning upon execution

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Costs Summary of Corrections Collective Bargaining Agreement

Four-year term: Approximate savings: \$1,231,214

Year One: Approximate savings: \$702,607

\$277,607 (no swing holidays, two hours less in monthly vacation accrual,
additional four hours for Christmas Eve holiday)
\$155,000 (no steps or structure movement for effective half-year)
\$185,500 (two hours less in monthly sick leave accrual)
\$85,500 (\$25 reduction in monthly health insurance benefit pool)
\$702,607

Year Two: Approximate savings: \$772,607

\$277,607 (no swing holidays, two hours less in monthly vacation accrual,
additional four hours for Christmas Eve holiday)
\$310,000 (no steps or structure movement for effective full year)
\$185,500 (two hours less in monthly sick leave accrual)
\$772,607

Year Three: Approximate cost increase: \$44,500

-\$155,000 savings (no steps or structure movement for effective half-year)
+\$85,500 additional cost (\$25 increase to monthly health insurance benefit pool)
+\$114,000 additional cost (\$400 across the board structure movement)
\$44,500

Year Four: Approximate cost increase: \$199,500

+\$114,000 additional cost (\$400 across the board structure movement)
+\$85,500 additional cost (\$25 increase to monthly health insurance benefit pool)
\$199,500