

**URBAN COUNTY COUNCIL  
SCHEDULE OF MEETINGS  
APRIL 14 through APRIL 21, 2008**

**MONDAY, APRIL 14**

Floodplain Appeals Committee (FPAC) Meeting re: 8717 Beach Rd . . . . . 4:00 pm  
Conference Room-7<sup>th</sup> Floor Phoenix Building

**TUESDAY, APRIL 15**

Outside Agency Oversight Committee Meeting . . . . . 11:30 am  
Conference Room-5<sup>th</sup> Floor Government Center

City Employees Pension Fund Board Meeting . . . . . 12:30 pm  
Conference Room-12<sup>th</sup> Floor Government Center

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

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

Mayor's Youth Council Meeting . . . . . 5:30 pm  
Conference Room-5<sup>th</sup> Floor Government Center

**WEDNESDAY, APRIL 16**

Exaction Credit Committee Meeting . . . . . 9:00 am  
Conference Room-9<sup>th</sup> Floor Government Center

Greenspace Commission Board Meeting . . . . . 3:00 pm  
Council Chambers-2<sup>nd</sup> Floor Government Center

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

Lextran Board Meeting . . . . . 6:30 pm  
Council Chambers-2<sup>nd</sup> Floor Government Center

**THURSDAY, APRIL 17**

Social Services/Finance/Outside Agency Council Link Meeting . . . . . 8:00 am  
Conference Room-8<sup>th</sup> Floor Government Center

Gen. Gov./CIO/Admin Serv/Council Clerk/Citizen Advocate Council Link Meeting . . . 9:00 am  
Conference Room-5<sup>th</sup> Floor Government Center

**FRIDAY, APRIL 18**

Gen. Gov./CIO/Admin Serv/Council Clerk/Citizen Advocate Council Link Meeting . . . 9:00 am  
Conference Room-5<sup>th</sup> Floor Government Center

Smoking Ordinance Task Force Meeting . . . . . 12:00 pm  
Conference Room-8<sup>th</sup> Floor Government Center

**MONDAY, APRIL 21**

Public Safety Council Link Meeting . . . . . 1:30 pm  
Conference Room-5<sup>th</sup> Floor Government Center

**LEXINGTON-FAYETTE URBAN COUNTY COUNCIL**  
**WORK SESSION AGENDA**

**April 15, 2008**

- I. Public Comment – Issues on Agenda**
- II. Requested Rezoning / Docket Approval – None**
- III. Approval of Summary-Yes, April 8, 2008, pp.4-10**
- IV. Budget Amendments – None**
- V. New Business, pp.13-35**
- VI. Continuing Business / Presentations**
  - A. Services Committee(separate, not in packet)**
  - B. Introduction of Mayor of Prique Chile by CM Gorton**
  - C. Fair Housing Proclamation and Annual Fair Housing Award Winners Presentation by William Wharton, Human Rights Commission**
  - D. Public Health Heroes Award Presentation by Dr. Rowe, Commissioner of Health, Lexington-Fayette County Health Department**
- VII. Council Report**
- VIII. Mayor's Report – None**
- IX. Public Comment – Issues Not on Agenda**

## ADMINISTRATIVE SYNOPSIS

### New Business Items

- A. Authorization of Amendment No. 5 to Agreement with the Kentucky Transportation Cabinet (KYTC) Regarding the West Hickman Trail. (176-08) (P. King/D. Kelly)  
This request will authorize Amendment No. 5 to agreement with the KYTC to accept additional federal funds of \$28,600 to complete the design of the West Hickman Trail. An additional match of \$7,150 is also required and will come from the Municipal Aid program.**p.13**
- B. Authorization to Purchase Property at 408 Shawnee Avenue for the Meadows Acquisition and Relocation Project. (195-08) (P. King/D. Kelly)  
This request will authorize the purchase of property at 408 Shawnee Avenue at the fair market value of \$34,000 for construction of the open channel system beginning on Bryan Avenue and ending on Morgan Avenue as a part of the overall Meadows-Northland-Arlington Phase 3B Improvements Project. This project is funded by the Community Development Block Grant Funds. Funds are budgeted.**p.14**
- C. Authorization to Purchase Property at 407 Shawnee Avenue for the Meadows Acquisition and Relocation Project. (196-08) (P. King/D. Kelly)  
This request will authorize the purchase of property at 407 Shawnee Avenue at the fair market value of \$55,000 for construction of the open channel system beginning on Bryan Avenue and ending on Morgan Avenue as a part of the overall Meadows-Northland-Arlington Phase 3B Improvements Project. This project is funded by the Community Development Block Grant Funds. Funds are budgeted.**p.15**
- D. Authorization to Submit Application to the US Department of Justice under the 2008 State Criminal Alien Assistance Program (SCAAP). (193-08) (P. King/ Bennett)  
This request will authorize the submission of an application to the US Department of Justice requesting federal funds under the 2008 SCAAP. SCAAP provides reimbursement funds for costs of incarcerated undocumented criminal aliens. Reimbursable costs are for foreign born inmates (with no legal right or documentation to be in the US) who are incarcerated for at least four (4) consecutive days during the reporting period, and incarcerated on conviction of at least one (1) felony or two (2) misdemeanors. Immigration and Customs Enforcement (ICE) ensures aliens are properly identified and their status verified before reimbursements are made. The FY2008 SCAAP amounts are determined using a sampling of actual inmate, cost, and facility data for a specified

sampling or reporting period. SCAAP uses prior year's data from a specified sampling period to determine applicants' annual relative percentages of available funding. The data collection period is from July 1, 2006 through June 30, 2007. The 2007 SCAAP reimbursable revenue received was \$125,561. ICE reviews all information submitted on eligible inmates to make final determination of which inmates are qualified undocumented criminal aliens. All funds received from the 2008 SCAAP must be used for a corrections purpose. **p.16**

E. \*Authorization of a Contract with Vision Internet on Behalf of the Computer Information Office, Divisions of Computer Services and Government Communications for a New Website Development. (197-08) (Nugent/Sullivan/Dhuwarah)

This request will authorize a contract with Vision Internet for \$44,998 to create a new website incorporating an attractive design, intuitive navigation, a content management solution, interactive components, and administrative tools. This contract also includes customized training manual, onsite training, three (3) months free maintenance and support, a one-year free warranty, and Vision Internet travel costs. This project is budgeted. **pp.17-35 (\*N6 & N24 - Project began prior to MP recommendation)**

\* Denotes Management Partners (MP) Inc. Audit Recommendation

URBAN COUNTY COUNCIL  
WORK SESSION SUMMARY  
& TABLE OF MOTIONS

April 8, 2008

Mayor Newberry chaired the meeting, calling it to order at 3:50 pm. All Council Members were present.

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

A motion by CM Blues to place on the docket for 4/10/08 an ordinance repealing Section 10-14.1 of the Code of Ordinances, which established a farmers' market to be operated by the Health Department, and a resolution approving a purchase of service agreement with Lexington Farmers' Market to run a farmers' market in the public right-of-way along Vine Street. The ordinance and resolution are needed because it has been determined that such a market would best be operated under a purchase of service agreement with a non-profit entity such as Lexington Farmers' Market, seconded by CM Beard, passed without dissent.

A motion by CM Blevins to place on the docket for 4/10/08 an ordinance concerning the sewer user fee program to amend Section 16-59(c) of the Code of Ordinances to provide that the financial assistance program for seniors with annual incomes of less than \$25,000 is also available to persons who are drawing Social Security disability and have an annual income of less than \$25,000; and to amend Section 16-59.1 to clarify that any customer shall be eligible to participate in only one of the two offered assistance programs, and to correct a long-standing clerical error which created duplicate paragraphs, seconded by CM Gorton, passed without dissent.

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

- III. Approval of Summary – Yes

A motion by CM Gorton to approve the summary of 3/25/08, seconded by CM Beard, passed without dissent.

#### IV. Budget Amendments-Yes

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

#### V. New Business

- A. Authorization to Amend Section 22-5 of the Code of Ordinances within the Department of Social Services, Division of Adult Services. (158-08) (Allen/Helm)
- B. Authorization to Submit Grant Application to the Bluegrass Area Development District (BGADD) on Behalf of the Department of Social Services, Senior Citizens' Center – FY2009. (161-08) (P. King/Helm)
- C. Authorization to Approve Resolution Regarding the Establishment of the Lexington First Scholarship Fund. (178-08) (Rabold/J. Kelly)
- D. Authorization to Approve Resolution Requested by the Kentucky Economic Development Finance Authority Issue Healthcare System Revenue Bonds to Benefit Kentucky Easter Seal Society, Inc. (d/b/a Cardinal Hill Healthcare System). (191-08) (Wright/J. Kelly)
- E. Authorization to Approve the Newtown Pike Corridor Ordinance. (190-08) (Stevens/Langston)
- F. Authorization to Submit Application to the Kentucky American Water Company (KAWC) under the Environmental Grant Program for Restoration of White Oak Greenway in McConnell's Trace Subdivision. (159-08) (P. King/D. Kelly)
- G. Authorization to Accept a Donation from the Kentucky American Water Company (KAWC) on Behalf of the Reforest the Bluegrass Program. (163-08) (McMillen/D. Kelly)
- H. Authorization to Submit Application to the Kentucky Division of Forestry for Funds under the 2008 Kentucky Urban and Community Forestry Program. (174-08) (P. King/D. Kelly)
- I. Authorization of a Right-of-Way Encroachment and Easement Agreement with the Fayette County Board of Education at Properties Located at 461 and 460 Springhill Drive. (169-08) (Rayan/D. Kelly)
- J. Authorization of Change Order No. 2 to Contract with Todd Johnson Contracting Regarding the Hamburg Force Main Project – Final. (170-08) (Rayan/D. Kelly)

- K. Authorization of a Right-of-Way Encroachment and Easement Agreement with G&J Pepsi-Cola Bottlers, Inc. for a Temporary Footbridge at 111 Trafton Avenue. (171-08) (Rayan/D. Kelly)
- L. Authorization of an Amendment to Section 5-1 of the Code of Ordinances to Place the Division of Building Inspection under the General Supervision of the Commissioner of Public Works and Development. (175-08) (Crowe/ D. Kelly)
- M. Authorization of an Agreement for Services to be Performed for Govern-mental Agencies with the Kentucky Transportation Cabinet (KYTC) for Installation of a Mast Arm System Pole at the Intersection of Star Shoot Parkway and Liberty Road. (177-08) (P. King/D. Kelly)
- N. Authorization to Submit Application to the US Department of Homeland Security on Behalf of the Department of Public Safety, Division of Fire and Emergency Services under the 2008 Assistance to Firefighters Grant Program (131-08) (P. King/Bennett)
- O. Authorization of a Network Services Contract with Insight Kentucky Partners II, LP, on Behalf of the Department of Public Safety, Division of Fire and Emergency Services. (064-08) (Hendricks/Bennett)
- P. Authorization to Accept Award from the Kentucky Office of Homeland Security under the Homeland Security Grant Program on Behalf of the Department of Public Safety, Division of Fire and Emergency Services. (160-08) (P. King/Bennett)
- Q. Authorization to Accept Donation from the Citizens Police Academy Alumni Association (CPAAA) on Behalf of the Department of Public Safety, Division of Police. (162-08) (Bastin/Bennett)
- R. Authorization to Approve Adtran, Inc. as Sole Source Vendor for the Purchase of a 9-1-1- Channel Bank and Rerouting Equipment for Implementation of a Regional 911 System on Behalf of the Department of Public Safety, Division of Enhanced 9-1-1. (167-08) (P. King/Bennett)
- S. Authorization to Approve SolaCom Technologies, Inc. as Sole Source Vendor for the Purchase of Routers for Implementation of a Regional 911 System on Behalf of the Department of Public Safety, Division of Enhanced 9-1-1. (168-08) (P. King/Bennett)
- T. Authorization to Submit Application to the US Department of Justice on Behalf of the Department of Public Safety, Division of Police, and the Fayette County Sheriff's Office for Purchase of Bulletproof Vests – FY2009. (173-08) (P. King/Bennett)
- U. Authorization to Approve a Memorandum of Understanding (MOU) with the Kentucky State Police (KSP), Kentucky Internet Crimes Against Children Task

- Force, on Behalf of the Department of Public Safety, Division of Police. (187-08) (Bastin/Bennett)
- V. Authorization to Amend Sections 21-5 and 22-5 of the Code of Ordinances within the Department of Environmental Quality, Division of Water and Air Quality. (156-08) (Allen/Taylor)
- W. Authorization to Accept a Deed for Property at 276 Derby Drive for the Derby Drive Storm Water Project. (179-08) (Martin/Taylor)
- X. Authorization to Accept a Deed for Property at 284 Derby Drive for the Derby Drive Storm Water Project. (180-08) (Martin/Taylor)
- Y. Authorization to Accept a Deed for Property at 280 Derby Drive for the Derby Drive Storm Water Project. (181-08) (Martin/Taylor)
- Z. Authorization to Accept a Deed for Property at 288 Derby Drive for the Derby Drive Storm Water Project. (182-08) (Martin/Taylor)
- AA. Authorization to Accept a Deed for Property at 905 N. Limestone for the N. Limestone Storm Water Project. (183-08) (Martin/Taylor)
- BB. Authorization to Accept a Deed for Property at 907 N. Limestone for the N. Limestone Storm Water Project. (184-08) (Martin/Taylor)
- CC. Authorization to Accept a Deed for Property at 909 N. Limestone for the N. Limestone Storm Water Project. (185-08) (Martin/Taylor)
- DD. Authorization to Accept a Deed for Property at 1001 N. Limestone for the N. Limestone Storm Water Project. (186-08) (Martin/Taylor)
- EE. Authorization of a Contract for Environmental Services with Bluegrass Environmental, Inc. for the Underground Storage Tank Located at 669 Byrd Thurman Drive. (189-08) (McFadden/Taylor)
- FF. Authorization to Submit Application to the Kentucky Department of Education and Accept Award, if Offered, for Participation in the Summer Food Service Program – FY2008. (172-08) (P. King/Cole)
- GG. Authorization to Submit Application to the US Department of Housing and Urban Development (HUD) for Continuation of the Housing Opportunities for Persons with Aids (HOPWA) Program. (164-08) (P. King/Koch)
- HH. Authorization to Submit the Proposed 2008 Consolidated Plan, and Accept Awards from the Community Development Block Grant (CDBG), HOME Investment Partnerships, , Emergency Shelter Grant (ESG), and American Dream Downpayment Initiative (ADDI) Funds from the US Department of Housing and Urban Development for FY2009. (166-08) (P. King/Koch)

A motion by CM James to table item C, seconded by CM Ellinger, passed with a 13-2 vote.

A motion by CM Blevins to approve amended new business items A-HH, seconded by CM Stevens, passed without dissent.

## VI. Continuing Business / Presentations

### A. Budget & Finance Committee Update

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

## VII. Council Report

CM Blues-Made comments about Farmers' Market Task Force; thanked task force members, Rochelle Boland, Dept. of Law, and past and present officers of the Lexington Farmers' Market.

CM Myers-Asked Comm. Helm about the needs assessment results and the reorganization of the Social Services division; Comm. Helm was unsure about what was meant about the reorganization; asked that the strategic planning or reorganization process be sent to the Planning Committee.

A motion by CM Myers to approve the NDF list for 3/25/08, seconded by CM Blevins, passed without dissent.

CM Stinnett-Requested a list of bonds and personnel on capital projects from Comm. Koch; thanked Charlie Martin for his quick response to a call concerning the flooding on last Friday (4/4/08); thanked Comm. Don Kelly and Streets Dept. for filling a large pot hole on Liberty Rd that came from the snow storm in March; announced the Elkhorn Park NA meeting tonight at 7 pm;

CM McChord-Announced Higbee Woods neighborhood meeting on Sunday April 13<sup>th</sup> at 3 pm; congratulated Dunbar for winning the Governor's Cup for Academics; congratulated Streets Dept. for the work that was done after the March snow storm; stated that item 'D' would have a huge impact on our community-asked Kerry Gilihan, President and CEO of Cardinal Hill, to speak on the item.

CM Lane-Asked Reena Wiseman, attorney for Keeneland Association, and Luke Matheson, Environmental Health, to speak on the support of amending of a deed easement at Keeneland.

A motion by CM Lane to approve the CPF list dated 4/8/08, seconded by CM Crosbie, passed without dissent.

A motion by CM to place on the docket on 4/10/08, a resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Amended Agreement and an Amended Deed of Permanent Easement with Keeneland Association, Inc. related to providing sanitary sewer service for facilities owned by Keeneland Association, Inc, seconded by CM Crosbie, passed without dissent.

CM Crosbie-A motion by CM Crosbie requesting that Management Partners return for a questioning and answering session (2 people in person and others needed on conference call), seconded by CM Gorton, passed without dissent.

CM DeCamp-A motion by CM DeCamp to place into the Services Committee the review of section 16 of the refuse collection ordinance, seconded by CM Blues passed without dissent.

A motion by CM DeCamp to place into the Planning Committee the review of the Downtown Master Plan, seconded by CM McChord, passed without dissent.

CM Gorton-Stated that everyone needs to go to Artsplace to see the art from pour employees and their relatives; reminded Council of the meeting date swap between Planning and Inter-Governmental: Planning Committee will meet on 4/15 and IG will meet on 4/22; stated that the new Noise Ordinance Task Force will have a public meeting in Council Chambers on 4/30 at 6pm.

VIII. Mayor's Report-None

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

X. Closed Session-Proposed Litigation

A motion by CM Blevins pursuant to KRS 61.810(1)(c) to go into closed session for the purpose of discussing pending litigation against the Lexington-Fayette Urban County Government, seconded by CM Lane, passed without dissent.

A motion by CM McChord to go back into open session, seconded by CM DeCamp, passed without dissent.

A motion by CM Stinnett to place on the docket for 4/10/08 a resolution authorizing and directing the Department of Law to institute condemnation proceedings in Fayette Circuit Court to obtain permanent sanitary sewer and temporary

construction easements across the properties located at 1637 and 1645 Old Paris Road for the North Elkhorn Force Main Project, seconded by CM McChord, passed without dissent.

A motion by CM Stevens to adjourn, seconded by CM Blevins, passed without dissent.

Work Session was adjourned at 5:18 pm.

# NEW BUSINESS ITEMS REQUIRING BUDGET AMENDMENTS

11

April 15, 2008 Work Session

If the item listed below is on the Agenda, approval of the listed Item includes approval of the attached Budget Amendment. These Budget Amendments are not voted upon as part of section IV on the Agenda and are for information only.

NEW BUSINESS ITEM	BUDGET JOURNAL	DIVISION	DESCRIPTION OF REQUEST	
176-08	BA 1401	Community Development	To provide for additional Federal funds and local match for the design of the West Hickman Trail.	
A			3160	35,750
			3160	35,750CR
				0*
176-08	BA 1402	Community Development	To provide local match for the design of West Hickman Trail.	
A			1136	7,150
			1136	7,150CR
				0*

## EFFECT ON FUND BALANCES

FUND 1136	0*	NO EFFECT ON:	MUNICIPAL AID PROGRAM
FUND 3160	0*	NO EFFECT ON:	US DEPARTMENT OF TRANSPORTATION

**Budget Information For New Business Items**  
**April 15, 2008 Work Session**

Item	Number	Amount	Fund	Name / Description
A	176-08	35,750 7,150	3160 1136	US Department of Transportation Municipal Aid Program Fund Budget Journal
B	195-08	34,000	3120	US Department of Housing and Urban Development
C	196-08	55,000	3120	US Department of Housing and Urban Development
D	193-08			Federal Grant Funds Requested
E	197-08	44,998	1101	General Service District – General Fund



176-08

Mayor Jim Newberry  
**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**  
Division of Community Development

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

**FROM: PAULA KING, DIRECTOR**  
**DIVISION OF COMMUNITY DEVELOPMENT**

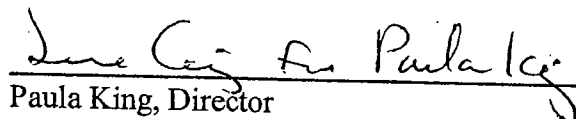
**DATE: APRIL 1, 2008**

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO EXECUTE**  
**AMENDMENT FIVE TO AGREEMENT WITH KENTUCKY**  
**TRANSPORTATION CABINET FOR WEST HICKMAN TRAIL**

The Kentucky Transportation Cabinet has offered the Lexington-Fayette Urban County Government an amendment (number five) to complete the design for the West Hickman Trail. Amendment number five provides additional federal funds in the amount of \$28,600 for the design. An additional match of \$7,150 is also required. This match will come from the Municipal Aid Program (1136-303202-3251-91710). Budget amendment is in process.

The original agreement was approved by Council on December 5, 2002 (Ordinance # 325-2002). First Amendment was dated July 1, 2004 (Resolution # 373-2004). Second Amendment was dated September 22, 2005 (Resolution #498-2005). Third Amendment was approved by Council on June 22, 2006 (Resolution # 399-2006). Fourth Amendment was approved by Council on June 21, 2007 (Resolution # 330-2007).

Council authorization to execute Amendment Number Five for the West Hickman Trail project, accepting additional federal funds and providing additional local match is hereby requested.

  
Paula King, Director

XC: Don Kelly, Commissioner of Public Works

**HORSE CAPITAL OF THE WORLD**

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195-08

Mayor Jim Newberry  
**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**  
Division of Community Development

**TO: MAYOR JIM NEWBERRY**

**FROM: PAULA KING, DIRECTOR**  
**DIVISION OF COMMUNITY DEVELOPMENT**

**DATE: APRIL 7, 2008**

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO PURCHASE PROPERTY**  
**AT 408 SHAWNEE AVENUE FOR THE MEADOWS ACQUISITION AND**  
**RELOCATION PROJECT**

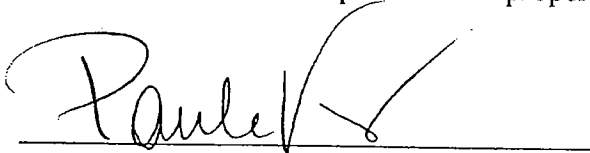
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On December 11, Council approved \$500,000 in Community Development Block Grant (CDBG) funds for an open channel system beginning on Bryan Avenue and ending on Morgan Avenue as a part of the overall Meadows-Northland-Arlington (MNA) Phase 3B improvements Project. The channel will be up to six feet deep and have a four foot bottom width, with slopes rising at a 3:1 slope. Restoring the surface flow characteristics of the area via the channel requires acquisition of six properties. One of the six properties, 408 Shawnee Avenue, owned by Northwest Builders of Lexington, Inc., has accepted the government's offer at the Fair Market Value of \$34,000.00.

Sufficient funds are budgeted in the following account:

3120-303202-3211-90110-2008-CDBG-C01

Council authorization to purchase the property is requested.



Paula King  
Director

Cc: Don Kelly, Commissioner of Public Works

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196-08

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
Division of Community Development

**TO: MAYOR JIM NEWBERRY**

**FROM: PAULA KING, DIRECTOR**  
**DIVISION OF COMMUNITY DEVELOPMENT**

**DATE: APRIL 7, 2008**


**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO PURCHASE PROPERTY**  
**AT 407 SHAWNEE AVENUE FOR THE MEADOWS ACQUISITION AND**  
**RELOCATION PROJECT**

On December 11, Council approved \$500,000 in Community Development Block Grant (CDBG) funds for an open channel system beginning on Bryan Avenue and ending on Morgan Avenue as a part of the overall Meadows-Northland-Arlington (MNA) Phase 3B improvements Project. The channel will be up to six feet deep and have a four foot bottom width, with slopes rising at a 3:1 slope. Restoring the surface flow characteristics of the area via the channel requires acquisition of six properties. One of the six properties, 407 Shawnee Avenue, owned by Patsy B. Wells, has accepted the government's offer at the Fair Market Value of \$55,000.00.

Sufficient funds are budgeted in the following account:

3120-303202-3211-90110-2008-CDBG-C01

Council authorization to purchase the property is requested.

  
Paula King  
Director

Cc: Don Kelly, Commissioner of Public Works

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193-08

Mayor Jim Newberry

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**  
Division of Community Development

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

**FROM: PAULA KING, DIRECTOR**  
**DIVISION OF COMMUNITY DEVELOPMENT**

**DATE: APRIL 7, 2008**

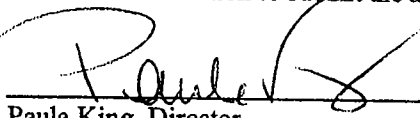
**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO SUBMIT APPLICATION TO THE U.S.**  
**DEPARTMENT OF JUSTICE REQUESTING FEDERAL FUNDS UNDER THE 2008**  
**STATE CRIMINAL ALIEN ASSISTANCE PROGRAM**

An application has been prepared by the Lexington-Fayette Urban County Government requesting federal funding under the 2008 State Criminal Alien Assistance Program (SCAAP). The program is offered by the Bureau of Justice Assistance, a part of the Office of Justice Programs in the U.S. Department of Justice in conjunction with the U.S. Department of Homeland Security. This program is governed by the Immigration and Nationality Act, 8 U.S.C. §1231 (i) as amended, and Title II, Subtitle C. Section 20301, Violent Crime Control and Law Enforcement Act of 1994, Public Law 103-322.

SCAAP provides funds to States and localities as reimbursement for costs of incarcerated undocumented criminal aliens. Reimbursable costs are for inmates who are foreign born (with no legal right or documentation to be in the United States), incarcerated for at least four consecutive days during the reporting period (July 1, 2006 to June 30, 2007), and incarcerated on conviction of at least one felony or two (2) misdemeanors. Immigration and Customs Enforcement (ICE) will take responsibility for ensuring that aliens are properly identified and their status verified before reimbursements are made.

The FY 2008 SCAAP payment amounts are determined using a sampling of actual inmate, cost and facility data for a specified sampling or reporting period. SCAAP is not a traditional reimbursement program in which the actual cost, facility and data are collected. SCAAP uses prior year's data, from a specified sampling period, to determine applicants' annual relative percentages of available funding. The requested data is from the period of July 1, 2006 through June 30, 2007. For the 2007 SCAAP, the actual revenue to the LFUCG was \$125,561. The Bureau of Justice Assistance cautions applicants about using the prior year award as a basis for estimating this year's award. Immigration and Customs Enforcement (ICE) will review all information submitted on eligible inmates to make final determination of which inmates are qualified undocumented criminal aliens. Any funds received from the 2008 SCAAP must be used for a corrections purpose.

Council authorization to submit the application is hereby requested.

  
Paula King, Director

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


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\*197-08

Mayor Jim Newberry  
**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**  
Division of Computer Services

April 1, 2008

TO: Mayor Jim Newberry and Urban County Council  
FROM: Rama Dhuwaraha, Chief Information Officer   
RE: Web Functionality, Re-design, Content Management, Training

This contract will allow Vision Internet to create a new website incorporating an attractive design, intuitive navigation, a content management solution, interactive components, and administrative tools. The agreement also includes customized training manual, onsite training, three months free maintenance and support, one year free warranty, and Vision Internet travel costs.

This project is budgeted and will be paid with two purchase orders totaling \$44,998.00. One purchase order (\$24,999.00) is for professional services and includes; design, layout, custom icons and buttons, programming, testing, customized manual, and training. The second purchase order (\$19,999.00) is for deliverables including the content management system and application source code.

You may contact Phillip Stiefel, Computer Systems Manager, at [phillips@lfucg.com](mailto:phillips@lfucg.com) for more information about Vision Internet, their bid proposal, relevant work history, and detailed description of deliverables.

**Website Development, Maintenance Services  
Terms and Conditions**

\*197-08

1. This Terms and Conditions, and any attachment signed by the Parties attached hereto, represent the complete agreement and understanding ("Agreement") between Vision Internet Providers Inc. ("Contractor"), a California corporation, and Lexington-Fayette Urban County Government ("LFUCG"), and supersedes any other written or oral agreement with regard to the website development services provided for herein. Any modification of this Agreement is valid only if the modification is in writing and signed by both Parties. LFUCG and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. Contractor will provide the following services to LFUCG in exchange for payment of fees and compliance with the Terms and Conditions of this Agreement. It is agreed that a designee of LFUCG, Phillip Stiefel will be project manager, with decision making authority on behalf of LFUCG, for purposes of this Agreement.

3. Contractor agrees to perform Website Development as described in "Attachment A" at a price of \$44,998.

(a) LFUCG agrees to pay Contractor as follows:

- (i) An initial payment equal to 20% of the total cost;
- (ii) A payment equal to 20% of the total cost upon LFUCG approval of the site map;
- (iii) A payment equal to 20% of the total cost upon LFUCG approval of homepage design comp;
- (iv) A payment equal to 20% of the total cost upon implementation of the Vision Content Management Tool on a Contractor's server;
- (v) A payment equal to 20% of the total cost upon completion of the website and LFUCG approval.

4. Documents & Data: Licensing of Intellectual Property: This Agreement creates a non-exclusive and perpetual license for LFUCG to copy, use, or modify for its own use, any and all copyrights, designs, and other intellectual property embodied in this website, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"), to which Contractor retains ownership of all intellectual property rights. LFUCG understands and agrees that Contractor shall retain all right, title, and interest to the Vision Content Management Tool and Dynamic and Interactive Components.

5. Intentionally omitted.

6. Contractor shall provide at no charge, monthly website maintenance and updates ("Maintenance") for up to five hours each month for a period of three months commencing on the date of the website launch. Maintenance beyond five hours per month in the first three months is optional. Optional services and maintenance after the first three months are considered Extra Work as described in Paragraph 7.

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7. Additional services not covered in this Agreement and extra hours will be presented to LFUCG for approval prior to commencement of work ("Extra Work"). Extra Work will be billed at Contractor's prevailing hourly rates, which are currently as follows: HTML Programming, Content Migration, \$85/hr; Graphic Production \$95/hr; Quality Assurance, Testing, Debugging, Technical Support, Webmaster Services, \$105/hr; Consulting, Project Management, Database Design, Dynamic Programming, \$135/hr; Graphic Design, Training, \$125/hr; Straight flatbed scanning will be billed at \$10 per scan. Touch up work to images will be billed at the Graphic Design hourly rate. LFUCG shall be responsible for any or all additional fees including, without limitation: photography, stock images, illustration, fonts, scanning, software, applications, online promotion, marketing, copy writing, redesign, change orders, mailings, and fees to any third party vendors if applicable.

8. Intentionally omitted.

9. LFUCG shall supply all information to Contractor in digital format including without limitation copy, text, audio files, video files, pdf files, photographs, artwork and preexisting graphics.

10. LFUCG understands and agrees that Contractor will develop website frontend to be compatible with Internet Explorer 6.0 and 7.0 and Firefox 1.5 and 2.0. Website backend will be compatible with Internet Explorer 6.0 and 7.0. Website may not be compatible with previous or future versions. Website will be optimized for 800 x 600 pixels resolution or above. LFUCG understands and agrees that the website will be developed with Hypertext Markup Language ("HTML"), JavaScript, and Microsoft ASP.NET ("MS-ASP") interfaced with a database created in Microsoft SQL Server 2005 ("MS-SQL"). LFUCG understands and agrees that the website is developed to run on a Microsoft Windows 2003 Server ("MS-Server"). LFUCG is responsible for the costs of all software licensing.

LFUCG understands and agrees that the website frontend will be designed to be compliant with Section 508 guidelines on accessibility. Content migrated into the website by Contractor will also be compliant. Compliance standards will be verified via Watchfire's Bobby™ software prior to Completion. LFUCG understands and agrees that website backend and third party tools may not be Section 508 compliant.

11. **Limited Warranty:** Contractor does warrant that all of the deliverables included in this Agreement will be conveyed to LFUCG. All programming code developed by Contractor within the project is warranted for a period of twelve (12) months from the date of the completion of the website ("Completion"). Contractor will create a back up of the website on the date of Completion. If any warranted problem arises while LFUCG or its designee is maintaining the website, Contractor will restore the website back to its condition as it existed at Completion. If Contractor is maintaining and hosting the website, Contractor shall restore the website back to its condition as it existed at the day of the most recent backup. Contractor shall only be responsible for any costs associated with correcting any unmodified programming code during this twelve (12) month period following the Completion.

Except as expressly set forth in the immediately preceding paragraph, CONTRACTOR MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS OF THIS SERVICE FOR A PARTICULAR PURPOSE

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WHATSOEVER. In no event, at any time, shall the aggregate liability of Contractor exceed the amount of fees paid by LFUCG to Contractor and Contractor shall not be responsible for any lost profits or other damages, including direct, indirect, incidental, special, consequential or any other damages, however caused.

12. Contractor does not warrant any results from the use of any web pages created under this Agreement, including but not limited to, the number of page or site visitations, download speed, database performance, or the number of hits or impressions.

13. Although Contractor may offer an opinion about possible results regarding the subject matter of this Agreement, Contractor cannot guarantee any particular result. LFUCG acknowledges that Contractor has made no promises about the outcome and that any opinion offered by Contractor in the future will not constitute a guarantee.

14. Contractor may use any web pages developed for the LFUCG in any of its own promotional materials as examples of its work. LFUCG agrees that Contractor may place in the website footer an unobtrusive text link reading "Developed by Vision Internet" or the equivalent. Contractor's footer text credit shall always be linked to a Contractor web page.

15. Each Party warrants that it holds all rights necessary to display all the images, data, information or other items being displayed at the LFUCG's web pages during the effective period of this Agreement. LFUCG expressly authorizes Contractor to display and/or modify any LFUCG supplied images, data, information and other items in connection with the services provided herein.

16. LFUCG agrees to use the website in strict accordance with, but not limited to, all local, state, and federal laws. LFUCG hereby agrees that any text, data, graphics, or any other material published by LFUCG on its website is free from violation of or infringement upon copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others, and is free from obscenity or libel.

17. Intentionally omitted.

18. With regard to web hosting, the Parties agree to the following:

(a) Contractor is not providing hosting.

19. Contractor will defend, hold harmless and indemnify LFUCG from and against all liability, loss, cost, damage, or expense, including reasonable attorney's fees, resulting from any claim of injury to person, damages to property, or monetary damages arising solely out of Contractor's negligence or intentional misconduct or failure to perform obligations under this Agreement.

20. LFUCG will defend, hold harmless, and indemnify Contractor, its officers, directors, shareholders, employees, and agents from and against all liability, loss, cost, expense, including reasonable attorney's fees, resulting from any claim of injury to person, damages to property, or monetary damages arising out of LFUCG's negligence or intentional misconduct or failure to perform obligations under this Agreement.

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21. Estimated times are included for convenience. Actual times will vary depending on LFUCG interaction and participation. However, the Parties agree to reasonably cooperate with one another in the construction and design of the website in a timely manner.

22. This Agreement shall be governed by and construed in accordance with the laws of the United States of America, and the State of Kentucky. Any cause of action of LFUCG with respect to the services provided hereunder must be instituted within one year after the claim or cause of action has arisen or be forever barred.

23. The waiver by one Party of any term or condition of this Agreement, or any breach thereof, shall not be construed to be a general waiver by said Party or as a waiver of any other term or breach.

24. Neither the course of conduct between the Parties nor any trade practice shall act to modify the provisions of this Agreement except as expressly stated herein.

25. With the intent to be legally bound, each of the undersigned hereby covenants and acknowledges that he, she or it (a) has read each of the terms set forth herein, (b) has the authority to execute this Agreement for such person or entity, and (c) expressly consents and agrees that the person or entity upon behalf of which the undersigned is acting shall be bound by all terms and conditions contained herein.

26. It is understood and agreed that if any interpretation is to be made of this Agreement, the same shall not be construed for or against any of the Parties.

27. The Parties have each been advised to seek independent legal counsel in entering into this Agreement and the transactions described herein. In the event a Party chooses not to seek independent legal counsel, that Party does so freely and knowingly and waives any such rights to counsel.

Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

28. Should a dispute, including but not limited to any litigation or arbitration be commenced (including any proceedings in a bankruptcy court) between the Parties hereto or their representatives concerning any provision of this Agreement, or the rights and duties of any person or entity hereunder, the Party or Parties prevailing shall be entitled to reasonable attorney's fees and court costs incurred by reason of such action.

29. Except for any injunctive relief or similar remedy, which may be sought in any court of competent jurisdiction any controversy, dispute, claim or counterclaim, whether it involves a disagreement about this Agreement or its meaning, interpretation, or application; the performance of the Agreement; questions of arbitrability as to subject matter of the dispute; whether an agreement to arbitrate exists and, if so, whether it covers the dispute[s] in question; or any other question of arbitrability or form of disagreement or conflict among the Parties to the Agreement, shall be submitted to final and binding arbitration at the request of either Party, in

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accordance with the Commercial Arbitration Rules of the American Arbitration Association. Each Party shall be responsible for one-half of the costs for the arbitrator(s) and arbitration.

30. This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement. This Agreement becomes effective upon Contractor's receipt of an executed copy of this Agreement.

31. Force Majeure: Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within ten (10) days after occurrence of such cause or event.

32. In the case of any conflict between the Terms and Conditions, Proposal, and Attachment A, the following order of priority shall be utilized: Attachment A, Terms and Conditions, Proposal.

33. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

34. The titles and headings of the paragraphs of this Agreement have been inserted for convenience of reference only and are not intended to summarize or otherwise describe the subject matter of such paragraphs and shall not be given any consideration in the construction of this Agreement.

35. All notices under this Agreement shall be in writing and effective on the date of delivery if delivered by personal service, Federal Express, or facsimile; or effective three (3) days after deposit in first class U.S. mail, postage prepaid, to each Party as follows:

(a) LFUCG: Lexington-Fayette Urban County Government  
200 East Main Street, 12<sup>th</sup> Floor  
Lexington, KY 40507  
Attn: Rama Dhuwaraha  
Fax: (859) 258-3894

(b) Contractor:

Vision Internet Providers, Inc.  
2530 Wilshire Boulevard, 2nd Floor  
Santa Monica, California 90403  
Attn: Steven Chapin  
Fax: (310) 656-3103

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## SCOPE OF WORK

Following is the Scope of Work for Lexington-Fayette Urban County Government's ("LFUCG") website to be performed by Vision Internet ("Contractor"). In this document the words "we," "us," and "ours" refer to Contractor. The word "you" refers to LFUCG.

Implementation of the website will include:

- ❑ **Attractive Design**: A website design that reflects LFUCG, draws people in, and makes it immediately obvious that the website is the best place to get information and access resources.
- ❑ **Intuitive Navigation**: Information should be easy to find with the most important information accessible from the homepage to make it easier for website visitors.
- ❑ **Content Management Solution**: Contractor will implement the Vision Content Management Tool (VCMT) to facilitate management of content to non-technical staff throughout LFUCG.
- ❑ **Integrated Interactive Components**: Interactive components should be implemented to make the website more engaging and useful for users by allowing them to quickly zero-in on the information most important to them.
- ❑ **Integration of Third-Party Tools and Databases**: Tools and databases should be used to enable citizens to access government services at anytime and from anywhere.

Each of these recommendations is discussed in more detail in the sections that follow.

### ***Attractive Design***

LFUCG will have a design that makes it stand out among local governments on both a regional and national basis. LFUCG's website will be inviting, easy to use, and will reflect your unique identity. This will be accomplished through the following design characteristics:

- ❑ **Creative design** that incorporates custom design elements and the most important information and keeps both easily accessible from the homepage.
- ❑ **Photos and collages** of recognizable landmarks, scenery of the City/County, and the local area.
- ❑ **Consistent look and feel** throughout the site to make it easier for website visitors to navigate the site and find information they need.
- ❑ **Use of Cascading Style Sheets** to ensure future consistency as well as separation of content and design. This makes it much easier to apply a new design theme in the future without the need to redevelop the underlying website.
- ❑ **Section 508 Compliant** making it accessible to persons with disabilities.
- ❑ **Easy to use drop down menus** helping users to quickly understand navigation and locate information with the least amount of clicks.

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- Breadcrumbs showing the user's current path to let them know exactly where they are on the website.

### ***Intuitive Navigation***

For your website, we recommend organizing information by department, topic, and/or target users. Contractor's approach allows users to find information in the variety of ways that are most important to them. This is because content is available through multiple "paths" making it simple for users to search the site regardless of their preferred method.

### ***Content Management Solution***

LFUCG's website will utilize VCMT which was created in Microsoft ASP.NET and SQL Server. Upon final payment, Contractor will provide LFUCG with the source code for LFUCG's own use.

### ***Administration Tools***

VCMT provides LFUCG with a dynamic website where you have the ability to modify content on any page in the website through simple and easy to use administration screens. Additionally, you can add new pages and insert them into the navigation of the website.

VCMT includes a number of functions that make it extremely easy for your non-technical staff to manage website content. The most important include:

- Browser-Based Administration that allows for easy management of content by anyone who is familiar with surfing the Internet and using basic word processing programs. There is no need for your staff to know programming when updating content. This allows authorized staff members to update, delete, and create new pages based on a predefined template, and insert them into the website's navigation.
- WYSIWYG Text Editor that is based upon standard document creation tools that make it easy for your non-technical staff to edit and format text. With the WYSIWYG (What You See Is What You Get) editor, they can change font styles, colors, sizes, and formatting such as bold, italics, and underlining.
- Content Approval Cycle that allows staff persons to create content that passes through multiple levels of review and approval before going "live."
- Automatic Alt-Tags for images ensuring future Section 508 compliance.
- Automatic Image Resizing to convert those large high-resolution photos from digital cameras into web-ready images.
- Undo, Redo, and Trashcan tools giving you the ability to recover from mistakes.
- Styles that can be applied to such elements as text, headers, and lists, thereby enabling you to create web pages with a consistent look.
- Paste Text from Microsoft Word to make it easier to add content to the website while stripping MS Word formatting and converting it to HTML.

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- ☐ Spell Check to help you create content that is free of any embarrassing spelling errors.
- ☐ Search and Replace tool that replaces a word or phrase within the page.
- ☐ Secure Administration that offers password protection to content management functions. Our sophisticated tool allows you to grant management rights to specific users or groups of users. Administration rights can be granted to the entire site or restricted to specific areas or types of content (i.e. by department).
- ☐ Single-Source Web Publishing that permits administrators to update a single web page and reflect those changes on multiple pages throughout the site.
- ☐ Navigation Control that allows you to add new pages or move pages anywhere within the website.
- ☐ Page Linking that enables you to easily create links to any page in the website or to other websites.
- ☐ Email Address Masking which prevents spammers from getting the email addresses of your employees when crawling your site.
- ☐ Document Central that allows for the storage of a single version of each document in a central place and for them to be linked to virtually any page in the website.
- ☐ Image Library that stores a single version of each image in a central place and subsequently adds them to virtually any page in the website.
- ☐ Content Scheduling to save time and money. This allows all standard pages and specific predefined component content to be setup to publish ahead of time and be automatically removed or archived when it will no longer be relevant.
- ☐ Printable Pages that enable your website visitors to print out virtually any page on the website for reading offline.

### ***Included Interactive Components***

In addition to the creative design, effective navigation, and easy to use VCMT, we will provide LFUCG with interactive components for managing special types of content.

The Interactive Components to be utilized are:

- |   |   |
|---|---|
| <input type="checkbox"/> Approval Cycle               | <input type="checkbox"/> Frequently Asked Questions |
| <input type="checkbox"/> Calendar                     | <input type="checkbox"/> Image Library              |
| <input type="checkbox"/> Document Central             | <input type="checkbox"/> Job Postings               |
| <input type="checkbox"/> Dynamic Homepage             | <input type="checkbox"/> News and Newsletter        |
| <input type="checkbox"/> Dynamic Department Homepages | <input type="checkbox"/> Site Search                |
| <input type="checkbox"/> e-Notification               | <input type="checkbox"/> Sitemap Generator          |
| <input type="checkbox"/> Form/Survey Tool             | <input type="checkbox"/> Staff Directory            |
| <input type="checkbox"/> Forward to a Friend          |   |

Each of these interactive components is described in detail below.

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Customization of the Vision Content Management Tool includes the frontend graphic design and layout as well as adding or subtracting fields for your specific needs.

### Approval Cycle

For websites where content authorship and updates are distributed throughout an organization's departments, it is helpful to implement the Approval Cycle where content updates and changes do not go live on the website until one or more persons have approved them.

This allows you to segment the management of content by groups of users (such as departments), in addition to types of content as determined by the interactive components. It is extremely flexible allowing you to define as many workflows as you require with as many steps in the approval as you deem necessary. Most clients have one workflow per department with up to four or five steps in each.

### Calendar

An interactive Calendar is a staple of local government websites and is an essential tool for your site's success. The Calendar can be used to improve attendance at your events and meetings by making it easier for users to find the types of events important to them. It can also be implemented in a user-friendly monthly or yearly format. To assist users further, the Calendar has filtering tools that allow them to find information by month, category, or even departments. This makes it quite easy to locate specific information.

Our Calendar contains a number of advanced functions including:

- ☐ Recurring events function
- ☐ HTML editing capabilities (including ability to include photos and links)
- ☐ Automatic archiving
- ☐ Integration with e-Notification
- ☐ Ability to create and assign filtering categories to events.
- ☐ Ability to restrict use of categories by specific staff.
- ☐ Ability to control which events to include on the homepage of the site.
- ☐ Ability to insert Calendar pages anywhere in the site navigation.
- ☐ Ability to apply different Calendar formats including standard monthly Calendar and a listing of events.
- ☐ Automatic RSS feed.

*NOTE: With the e-Notification tool, calendar information may also be broadcast to subscribers via email.*

### Document Central

One of the main reasons people visit a local government website is to get information and download important documents and forms. With the Document Central, website visitors can easily find the information they need, and you can slash printing and distribution costs for all types of documents.

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Based on our extensive experience in content management, we recommend a centralized location for all documents. This allows website visitors to browse for documents from a single, categorized location as well as to access information from individual pages within the website. Furthermore, it allows easier administrator management of files, thus preventing confusing links and ensuring there are not multiple versions of the same document throughout the site. To prevent broken links in the website, the Document Central prevents deletion of linked documents and provides a complete list of pages linking to the document to simplify website administration.

We recommend all documents be stored in Adobe Acrobat PDF format to enable everyone to view them, regardless of platform. However, you may upload most types of files including Microsoft Word, Excel, graphics files, and audio or video clips.

### Dynamic Homepage

It is important on a local government website to list the most current news, press releases, or events. This keeps the community informed while ensuring the website is fresh and timely. It also exposes website visitors to important information they may not necessarily be looking for.

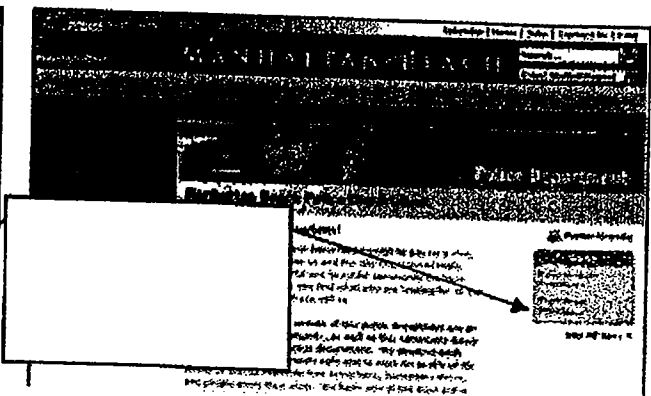
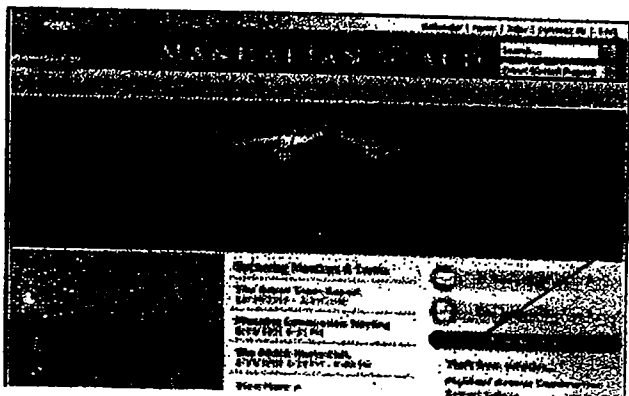
A Dynamic Homepage automates this process for your staff by displaying the most recent information and automatically removing it when it is no longer relevant. It will save your staff time while guaranteeing that your homepage is up-to-date.

Please note that the Dynamic Homepage includes an emergency homepage notice. The notice would prominently cover the main area of the homepage so users would not miss it. The screen shot above shows the implementation of this in the City of Arcadia website.

### Dynamic Department Homepages

While the Dynamic Homepage would provide information for LFUCG overall, the Dynamic Department Homepages would provide the same functionality for individual departments. The system will be implemented in a way that information could be posted on both the main homepage and a department homepage simultaneously without duplication of effort. We will also provide a graphical banner that can be used for any page on the site. Since we will provide you with the original design work, your staff will be able to create distinct banners for individual departments or programs. As an option, we can provide more banners for an additional budget.

The screenshots below show the City of Manhattan Beach's homepage, which lists current events, and the Police Department's homepage, which automatically lists department specific news and which has its own distinct banner.



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## e-Notification

Increase communication, draw in more repeat users, and get important information out more quickly, using our email based e-Notification tool. Our tool provides a sign-up box allowing users to add their email addresses to receive important notices, and set their preferences for the e-Notifications they would like to receive. Each registration is verified via a confirmation email that the user must respond to in order to complete the registration process. This same mechanism allows each user to change preferences including opting out from subscription lists.

To better manage the e-Notification process, your staff can see how many subscribers there are for each category, plus edit subscriber information and export the subscriber database for use in other systems.

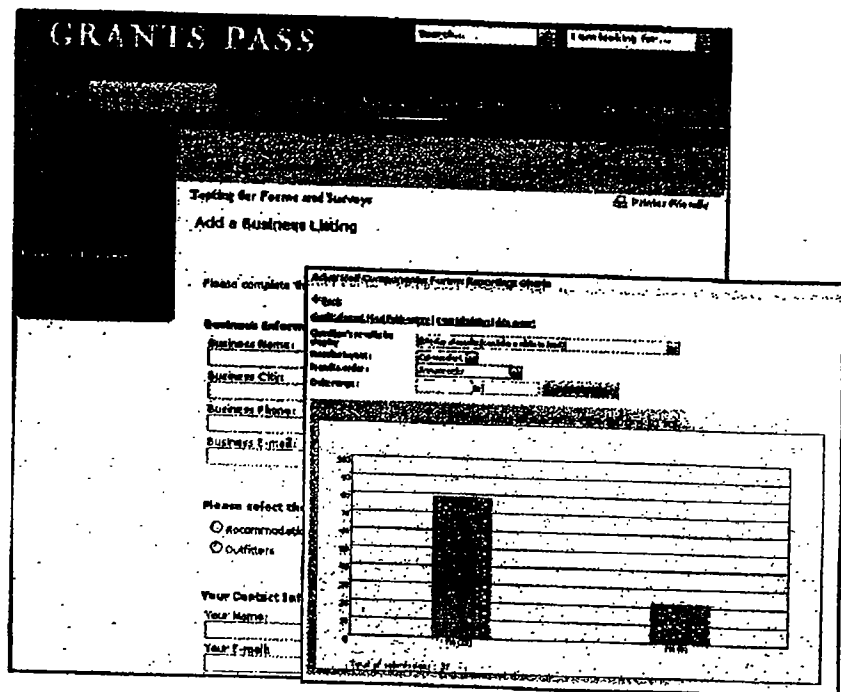
The best part about our e-Notification tool is that it also integrates with the Calendar and News and Newsletter components, giving you the ability to broadcast event and news content from your website to your subscribers. There is no need to recreate the content. This integrated approach enables your users to sign up for different types and categories of content on a single subscription page in order to have it delivered directly into their email box.

## Form/Survey Tool

Interactive forms are the staple of an effective government website. They allow users to communicate and interact with their government at convenient times.

Contractor's Form/Survey Tool can be used for asking questions, getting feedback, or submitting applications. Keep in mind that these online forms can be used for replicating most paper forms in LFUCG, including service requests.

The Form/Survey Tool also provides you with the ability to easily create your own online surveys and track the results in real-time. In contrast to the traditional paper survey approach, online surveys are more convenient because they



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eliminate the time and expense of mailing back responses. Furthermore, you can display the results in several formats, including graphical representations. This allows your staff to aggregate the responses and view them in report format.

The tool supports fill in the blank, multiple choice, multiple select, and ranking type questions. It also has an export function so you can analyze the results using Excel or any other program capable of importing CSV files. This is a third party tool, so only graphic design may be customized and the Approval Cycle functionality is not available.

### **Forward to a Friend**

What better way to build traffic to your website than through the Forward to a Friend component. In content rich websites like yours, people will often find information they want to share with others. With the Forward to a Friend component, you can flag individual pages as available for forwarding to a coworker, friend or colleague. Additionally, the interactive components will automatically have a button for forwarding to a friend. The simple form asks for both the sender and recipient's email addresses and, if they care to, allows comments to be sent with the page link. The recipient will receive a short email from their colleague directing them to a specific page on your website. This tool empowers your online visitors to share information from your website that they find particularly useful.

### **Frequently Asked Questions**

Frequently Asked Questions (FAQ) are a website staple that visitors have come to expect. While traditional FAQs consist of long lists of questions that may overwhelm users, our component provides a simple and easy way for them to find the information they need. Website visitors are able to browse the list of questions (and answers) by categories you define. Multiple categories may be assigned to each question so that your visitors will be able to find answers based upon the category that best matches what they are looking for.

Your staff will also love the feature because our tool presents a much simpler solution to creating FAQs. Questions and their associated answers are submitted through a simple and centralized interface. Our tool does the rest!

### **Image Library**

The Image Library is a centralized place where all images used in the website are stored. This saves space because only a single version of each image is used on the entire site. This also provides greater control, as you can restrict the ability to add new images to specific staff members within your organization. Images remained archived when deleted to prevent accidental broken links within the website while the content management tool tracks all pages using individual photos to make it easier for you to replace images in individual pages.

The Image Library also incorporates several tools that make managing images much easier. They include automatic scaling and sizing of photos to the maximum size recommended for your website plus automatic alt-tag insertion for images added to pages to ensure future Section 508 compliance.

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## **Job Postings**

Job Postings is one of the most popular types of content on local government websites. By posting jobs within the site, you are both attracting possible candidates and averting the flood of telephone inquiries about positions that do not exist. This, of course, keeps your administrative costs down.

Our Job Postings tool makes posting jobs a snap. Your HR staff simply fills out a form that can have any number of fields you define (such as position, department, salary, and benefits). Staff can schedule when postings go live on the website and when they expire, thus simplifying the process and reducing your administrative time and costs.

To make it easy for users, postings can include interactive tools for filtering available positions by category, type of position, posting date, and salary. As is normal for all our components, your staff is able to define the categories or classification of Job Postings.

## **News and Newsletter**

By posting news on your site, you will improve communication with your target audiences. Our experience is that news can take many forms, including press releases, newsletters, feature stories, and "what's new" content. With our News and Newsletter component, each of these types of news can be implemented onto a single section of the website or have their own separate area. To ensure usability for website visitors while providing simplicity for staff, news content is automatically moved to an archive section at a predefined interval after publishing. Website visitors can browse the archive by category and date range. This is a great way to provide a historical archive while making site administration easy. Additionally, RSS feeds of the News and Newsletters are automatically available to website visitors.


*NOTE: With the e-Notification tool, news information may also be broadcast to subscribers via email.*

## **Site Search**

Having Site Search on a government website provides your community with the ability to find specific content on the website. For your project, we will assist your staff in installing the software of your existing Google mini appliance file.

## **Sitemap Generator**

Some people prefer to navigate from a central sitemap where they are able to quickly see a snapshot of the overall website structure. Additionally, visually impaired people often use the sitemap as their principal source of navigation because it is much faster for their screen reader software to move through this than other navigation pages. The Sitemap Generator makes it easy for website visitors and staff alike by automatically generating a sitemap based upon the current site hierarchy. When a change is made to a page location on the website, it is automatically updated on the sitemap. This

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ensures up-to-the-minute accuracy, and is much easier than staff having to maintain a static sitemap.

### **Staff Directory**

It is often difficult for website visitors to find the correct person to contact in a government agency. However, the useful Staff Directory component greatly simplifies this search. It can list all staff persons, departments, even related agencies and partners, along with their contact information and description of their role or area of specialization. Your website users will love the convenience, simplicity, and accessibility; they can easily filter the list of staff based upon name, department, or other criteria determined to be important to them.

Additionally, your staff will be pleased that they can make their email addresses available to others without exposing their contact information to spammers. Our tool "masks" email addresses so that email-harvesting software used by spammers cannot automatically extract them from your website.

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### ***Integration of Third-Party Tools and Databases***

Today, there are many advanced tools for such functions as:

- ☐ Class Registration
- ☐ Permitting
- ☐ Service Requests (CRM)
- ☐ Streaming Video<sup>1</sup>
- ☐ Others

VCMT can easily work with these tools, provided they are web-enabled. Most of these types of tools can be given the same look and feel as your main website via modifications to the presentation template. For your project, we will provide you with an HTML template that vendors of these third-party tools can use. We will also integrate links to these third-party tools into the overall website navigation. There are many examples of where we have used this approach, including the Cities of College Station, TX; Diamond Bar, CA; Citrus Heights, CA; and many others.

Additionally, we are able to create web-interfaces for your third-party databases. Examples of previous projects where we have done this include displaying tax records that were exported from a main frame for Vanderburgh County, IN; displaying crime statistics from California State databases for the City of Citrus Heights, CA; displaying travel options from various databases for several airlines including United; and displaying staff and student contact information from school databases for the UCLA School of Law.

These are just a few examples of our extensive experience working with third-party databases and systems. While interfaces to third-party systems are not included within the budget, they are available for an additional fee. We will provide a firm quote for interfaces after analyzing the databases and requirements during the consulting phase of your project.

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<sup>1</sup> From Tricia's conversations with you, we are aware that you are already utilizing Granicus. We are partners with Granicus and have implemented their solution for many of our government clients.

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Contractor's Initials:   *g*

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## THE VISION PROCESS

Contractor's process consists of six stages. In each, there are formal review and approval points to give you full control of the project and ensure the final website meets your expectations. This process is explained in the sections below.

### Stage 1: Vision Stage

In the Vision Stage, we work with you to create the vision for your website now and for the future. The Vision Stage places heavy emphasis on the objectives of the website and how it supports your overall organizational goals.

To create the vision, we will:

- ☐ Prepare and tabulate surveys of key decision makers. The survey will focus on goals and objectives, what is good and bad about your current site, examples of sites you like, and many other topics.
- ☐ Review your existing website and the websites of other cities.
- ☐ Study examples of other websites you like.
- ☐ Hold a brainstorming session with your web team.
- ☐ Collect all content and materials for the new website.

The heart of this stage of the project is the brainstorming sessions where we discuss your current website, the results of surveys, the needs of users and staff, and possible approaches for the future. This serves to gain insights and create general support for the project. We will also discuss operational considerations for once the website launches. This operational discussion will be a two-way dialog where you provide us information about the operational needs of LFUCG and we share with you our experience and knowledge based upon the best practices we have discovered over the years.

### Stage 2: Concept Stage

In the Concept Stage, we will create the blueprint for realizing the vision. To do this, we will develop the site infrastructure that includes:

- ☐ Creation of a navigation strategy that supports easy access to information.
- ☐ Categorization of pages according to the navigation strategy.
- ☐ Creation of a conceptual sitemap. The navigation or information architecture will take into account your current needs plus allow for future expansion and growth.
- ☐ Recommendation of interactive components to support easy navigation through special types of content, such as events and news.
- ☐ Drafting of a homepage layout wireframe that shows the placement of key information and dynamic content.

The Concept Stage will end with your approval of the sitemap and homepage layout wireframe.

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**Stage 3: Design Stage**

In this stage, our creative team will continue with the creative graphic design for your homepage, based on the approved homepage layout wireframe. Our creative ability and expertise will allow us to develop compelling graphic design to make your website look great, while maintaining its usability. We will work very closely with your staff to establish a look and feel for the website that reflects your unique identity.

Website/Graphic Design will include:

- ☐ Up to three homepage design concepts to establish direction.
- ☐ Design of custom icons, buttons, screen elements, and backgrounds, if desired.
- ☐ Efficient and streamlined navigation and site architecture.
- ☐ Optimization for speed.
- ☐ Section 508 Accessibility Compliance.
- ☐ Consistent graphics, structure, and navigation design.

Towards the end of this stage, we will present final homepage design concepts for your approval. You will select one for implementation in the new website.

**Stage 4: Development Stage**

This stage includes the interior page design and programming the website according to the approved specifications and creative design. Programming will include the implementation of the content management tool and development of the interactive components. Our creative team will give direction for the sub-level page design. Though we do not create content as part of our services, we do include in the scope of your project the migration of up to 100 pages into the new website.

**Stage 5: Quality Assurance, Documentation, and Training Stage**

While quality assurance is an integral part of every stage of the project, in the Quality Assurance Stage we do extensive testing and reviewing of the website code. We will thoroughly follow an exhaustive checklist of all pages and functions created during the development stage. We recommend that you have a staff representative participate in this process to verify the site fulfills the expectations for the project.

Within this stage, we will also provide a one day training consisting of a session for each department's content author in addition to an overall system administrator. For content authors, we will train them on how to create and update content using the content management tool and for the administrator, we will instruct him/her on managing security, system configuration, and other advanced topics. A custom training manual and reference is provided for updating the website. The manual incorporates screenshots from your website, making it easy for staff to understand and use.

**Stage 6: Launch Stage**

In the Launch Stage, the website is moved to the production server. In the event that Contractor is not hosting the website, LFUCG will be responsible for setting up a Windows Server running IIS and MS SQL Server. Contractor will install all other necessary software, make necessary configuration changes, and transfer the code and

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content<sup>2</sup>. We again go through the final quality assurance process, ensuring the site transfers correctly. After you approve that the website is ready to launch, the website will be made available to the public. We will continue to monitor the website over the next three months to make sure that the entire site is functioning properly.

### ***Project Schedule***

The table below shows our recommended development and launch schedule along with a list of key deliverables/milestones.

<b>Vision Stage</b>	
<ul style="list-style-type: none"> <li><input type="checkbox"/> Stakeholder surveys</li> <li><input type="checkbox"/> Brainstorming session</li> </ul>	2 – 4 Weeks
<b>Concept Stage</b>	
<ul style="list-style-type: none"> <li><input type="checkbox"/> Conceptualized sitemap</li> <li><input type="checkbox"/> Homepage layout wireframe</li> </ul>	2 – 4 Weeks
<b>Design Stage</b>	
<ul style="list-style-type: none"> <li><input type="checkbox"/> Up to three homepage design comprehensives</li> <li><input type="checkbox"/> Custom icons, buttons, screen elements and backgrounds</li> <li><input type="checkbox"/> Complete navigation design</li> </ul>	3 – 4 Weeks
<b>Development Stage</b>	
<ul style="list-style-type: none"> <li><input type="checkbox"/> Programming of the website</li> <li><input type="checkbox"/> Migration of up to 200 pages of content</li> </ul>	4 – 9 Weeks
<b>Quality Assurance and Documentation Stage</b>	
<ul style="list-style-type: none"> <li><input type="checkbox"/> Completed website</li> <li><input type="checkbox"/> Customized training manual</li> <li><input type="checkbox"/> Onsite training</li> </ul>	2 – 3 Weeks
<b>Soft Launch &amp; Final Launch</b>	
<ul style="list-style-type: none"> <li><input type="checkbox"/> Move website to production server</li> <li><input type="checkbox"/> Continued final testing</li> <li><input type="checkbox"/> Website goes live</li> </ul>	2 Weeks
<b>Total estimated time to launch</b>	
	15 – 26 Weeks

\* The schedule may vary largely depending on optional components and participant decision times. Some stages may overlap, which can reduce the total time of completion.

<sup>2</sup> LFUCG will need to provide remote access to the server during the setup and configuration of the website, or be prepared to perform the setup under the direction of Contractor's technical staff. In this case, additional fees may apply.

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