

**URBAN COUNTY COUNCIL
SCHEDULE OF MEETINGS
September 28-October 5, 2009**

Monday, September 28

Downtown Entertainment Development Task Force Meeting.....4:30 pm
Conference Room-Commerce Lexington, E Main and Rose Streets

Tuesday, September 29

Joint Planning Committee/Planning Commission Meeting.....9:00 am
Conference Room A-Central Library Lower Level

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

Budget & Finance Committee Meeting.....1:00 pm
Council Chambers-2nd Floor Government Center

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

Wednesday, September 30

Commission for Citizens with Disabilities Committee Meeting.....9:00 am
Central Library

Thursday, October 1

Special Committee of the Whole (COW) Meeting re:Tax Increment Financing....3:00 pm
Council Chambers-2nd Floor Government Center

American Recovery & Reinvestment Act Meeting.....4:00 pm
Conference Room-3rd Floor Phoenix Building

Council Confirmation Hearing: Comm. Finance.....6:00 pm
Conference Room-5th Floor Government Center

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

Friday, October 2

No Meetings

Monday, October 5

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

Fayette County Rural Land Management Board Meeting.....3:00 pm
Conference Room-12th Floor Government Center

LEXINGTON-FAYETTE URBAN COUNTY COUNCIL

WORK SESSION AGENDA

September 29, 2009

- I. Public Comment – Issues on Agenda**
- II. Requested Rezoning / Docket Approval – Yes**
- III. Approval of Summary-Yes, September 22, 2009, pp.7-10**
- IV. Budget Amendments – Yes, pp.11-14**
- V. New Business, pp.16-62**
- VI. Continuing Business / Presentations**
 - A. Planning Committee, pp.63-64**
 - B. Lyric Theatre Project Monthly Report, pp.65-67**
 - C. Water Quality Management Fee Implementation Status Report, pp. 68-70**
Mr. Charlie Martin, Water Quality Director
 - D. Radio Interoperability Project, pp.71-73**
Mr. David Lucas, Enhanced 911 Director
- VII. Council Report**
- VIII. Mayor's Report – Yes**
- IX. Public Comment – Issues Not on Agenda**
- X. Closed Session - Litigation**

ADMINISTRATIVE SYNOPSIS

New Business Items

- A. Authorization of a Special Construction Agreement with BellSouth Telecommunications, Inc. (d/b/a AT&T Southeast) Regarding the South Limestone Streetscape Project - Phase 1. (571-09) (P. King/Webb)
This request will authorize a Special Construction Agreement in the amount of \$9,755 with BellSouth Telecommunications, Inc. (d/b/a AT&T Southeast) to relocate aerial fiber cable underground for the South Limestone Streetscape Project – Phase 1. Funds are budgeted.**p.16**
- B. Authorization of Change Order No. 3 to Contract with Central Rock Mineral Company, LLC (ATS Construction) for the Loudon Avenue Improvements Project. (FINAL). (575-09) (P. King/Webb)
This request will authorize Change Order No. 3 to increase contract amount by \$155,718.96 with Central Rock Mineral Company, LLC (ATS Construction) for the widening of Loudon Avenue to three-lanes from Oakhill Drive to Winchester Road for the Loudon Avenue Improvements Project. This change order is for the final adjustments in bid quantities of materials and labor. Original contract amount was \$4,589,461.13. Total of previous change orders is \$370,581.23. Final contract total is \$5,115,761.32. Funds are budgeted.**pp.17-22**
- C. Authorization of a Deed of Acceptance for a Greenway Parcel at Property Located at 6500 Man O' War Boulevard as Part of the Expansion Area Master Plan. (580-09) (Rayan/Webb)
This request will authorize a deed of acceptance at no cost to LFUCG for a dedicated greenway parcel at property located at 6500 Man O' War Boulevard in the Blackford property Subdivision. This parcel was identified in the development plats and is part of the Expansion Area Master Plan.**p.23**
- D. Authorization of an Agreement with the Kentucky State Police (KSP) to Provide Improvised Explosive Device (IED) Response Equipment Training for FBI Credited Bomb Squads and for the Transfer of Equipment. (577-09) (P. King/Bennett)
This request will authorize an Agreement with the KSP to provide IED Response Equipment training for FBI Credited Bomb Squads within the Commonwealth of Kentucky and for the transfer of a portion of equipment purchased by LFUCG with federal funds awarded by the Kentucky Office of Homeland Security under Ordinance No. 260-2008. Equipment will be used by KSP when responding to IED incidents in the Commonwealth. KSP will be responsible for the care and maintenance of the equipment and be responsible for all associated costs.**p.24**

- E. Authorization of an Agreement with the Kentucky State Police (KSP) to Provide Improvised Explosive Device (IED) Training for FBI Credited Bomb Squads and for the Transfer of Equipment. (578-09) (P. King/Bennett)

This request will authorize an Agreement with KSP on behalf of the Division of Police to provide IED Training for FBI Credited Bomb Squads in Lexington, Louisville, Owensboro, Paducah and KSP. The proposed agreement will allow the transfer of equipment purchased by LFUCG with federal funds awarded by the Kentucky Office of Homeland Security under Ordinance No. 54-2009 to KSP. The KSP will be responsible for the care and maintenance of equipment and be responsible for all associated costs.**p.25**

- F. Authorization to Accept an Award Offered by the US Department of Justice on Behalf of the Department of Public Safety, Division of Police, under the 2009 Recovery Act Edward Byrne Memorial Competitive Grant Program: Hiring of Civilian Staff in Law Enforcement Agencies. (583-09) (P. King/Bennett)

This request will authorize the acceptance of an award of federal funds in the amount of \$441,600 offered by the US Department of Justice, Office of Justice Programs, Bureau of Justice Assistance on behalf of the Division of Police under the 2009 Recovery Act Edward Byrne Memorial Competitive Grant Program: Hiring of Civilian Staff in Law Enforcement Agencies. Funds will be used to create one (1) position of a non-civil service Crime Analyst to replace the position of Public Information Officer, and replace three (3) sworn officer positions with two (2) non-civil service Evidence Technicians. No local match is required.**p.26**

- G. Authorization to Accept an Award from the US Department of Justice, Office on Violence Against Women on Behalf of the Department of Public Safety, Division of Police for Continuation of the Arrest Policies Project and Execute Subrecipient Agreements. (584-09) (P. King/Bennett)

This request will authorize the acceptance of an award of federal funds in the amount of \$400,000 from the US Department of Justice, Office on Violence Against Women on behalf of the Division of Police, in collaboration with community partners, to continue the Arrest Policies Project. Funds will be used for the employment of two (2) victim advocates; contractual court-certified interpreters; training community partners on Title VI and ADA compliance; mandatory training; police overtime for the apprehension of violators, and to provide victim services. This request will also authorize the execution of Subrecipient Agreements with the Bluegrass Domestic Violence Program for \$52,000, the Bluegrass Rape Crisis Center for \$8,000, the Legal Aid of the Bluegrass for \$5,000, the Kentucky Probation and Parole for \$6,000, the University of Kentucky Center on Drug and Alcohol Research for \$4,000, and the Fayette County Domestic Violence Prevention Board for \$10,000. No matching funds are required.**p.27**

- H. Authorization of a Resolution for Reimbursement of Temporary Advances for Capital Expenditures on Behalf of the Department of Public Safety, Divisions of Police, Fire & Emergency Services, and Emergency Management / 911 for the Radio Interoperability Project. (581-09) (Lucas/Bennett)
 This request will authorize a Resolution for reimbursement of temporary advances for an approximate amount of \$16,433,000 for Capital Expenditures on behalf of the Divisions of Police, Fire & Emergency Services, and Emergency Management / 911 for the Radio Interoperability Project for upgrade of the Enhanced 911 radio system. The upgrade is necessary to become interoperable before August 2010 to improve existing radio coverage throughout the county, replace an antiquated network, and for the infrastructure and end-user hardware to meet federal narrow banding requirements set for January 2013. The funds will also allow for Harris Corporation contract to upgrade the 800 MHz system, the VHF system, and expand current fiber network connectivity between all communication components.**pp.28-31**
- I. Authorization of a System Purchase Contract with Harris Corporation, RF Communications Division on Behalf of the Department of Public Safety for the Upgrade of the 800 MHz Radio System. (582-09) (Lucas/Bennett)
 This request will authorize a 4-year System Purchase Contract in the amount not to exceed \$14,401,066.77 with Harris Corporation, RF Communications Division on behalf of the Department of Public Safety to upgrade the 800 MHz radio system. The upgrade includes warranties and maintenance, provides a migration to interoperability by August 2010, and a timeline to implement the upgrade to meet federal requirements by January 2013.**p.32**
- J. Authorization to Purchase Property Located at 529 E Third Street for the Ann Street Acquisition Project and Transfer the Property to the HOPE IV Project. (572-09) (P. King/O'Mara)
 This request will authorize the purchase of property located at 529 E Third Street at a fair market value of \$16,000 for the Ann Street Acquisition Project for the construction of the road extension for the Bluegrass – Aspendale Project and transfer the property to the HOPE IV Project. The Ann Street Project is funded by the Urban Development Action Grant (UDAG) Repayment fund from closed-out UDAG projects. Funds are budgeted.**p.33**
- K. Authorization of a Revenue Enhancement Agreement (Tax Discovery / Recovery) with PRA Government Services, LLC (d/b/a RDS) for Collection of Unpaid Occupational License Taxes. (576-09) (O'Mara)
 This request will authorize a Revenue Enhancement Agreement (Tax Discovery / Recovery) on a contingency fee basis with PRA Government Services, LLC (d/b/a RDS) for collection of unpaid occupational license taxes of businesses that appear to be unlicensed in Lexington-Fayette County.**pp.34-39**

- L. Authorization to Approve ACL™ Services Ltd. as Sole Source Provider for AuditExchange Software and Programming Services for the Division of Internal Audit. (573-09) (Sahli/Kelly)
This request will authorize the approval of ACL™ Services Ltd. as a sole source provider for an estimated cost of \$51,837 for the purchase of AuditExchange software and programming services on behalf of the Division of Internal Audits. The software is an exclusive product of ACL™ that will significantly enhance the Division's ability to examine financial transactions in the PeopleSoft™ and mainframe environment, and will utilize time-saving, general use analytics applications to numerous audit and fraud detection situations. Funds are budgeted.**pp.40-41**
- M. Authorization of a Partial Release of Easement for a Portion of a Sanitary Sewer Easement at Property Located at 149 Old Towne Walk. (579-09) (Askew)
This request will authorize a Partial Release of Easement for a portion of a sanitary sewer easement at property located at 149 Old Towne Walk. The propose release has been reviewed and approved by appropriate Divisions. There is no budgetary impact.**p.42**
- N. Authorization to Accept Deeds of Easements from Record Property Owners for the Rookwood Parkway Stormwater Improvement Project. (574-09) (Martin/Taylor)
This request will authorize the acceptance of deeds for permanent storm sewer easements at a cost not to exceed \$3,500 from record property owners for the Rookwood Parkway Stormwater Improvement Project. Funds are budgeted.**p.43**
- O. Authorization of Change Order No. 1 to Contract with Dixon Electric, Inc. for the Town Branch Waste Water Treatment Plant (WWTP) Primary Effluent Pump Station Emergency Generator Project. (FINAL). (585-09) (Martin/Taylor)
This request will authorize Change Order No. 1 to reduce contract amount by \$95.42 with Dixon Electric, Inc. for the Town Branch WWTP Primary Effluent Pump Station Emergency Generator Project. Original contract amount was \$360,656. Final contract amount is \$360,560.58.**pp.44-47**
- P. Authorization of Change Order No. 2 to Contract with Herrick Company, Inc. for the Town Branch Waste Water Treatment Plant (WWTP) Chlorination Equipment Replacement Project. (586-09) (Martin/Taylor)
This request will authorize Change Order No. 2 to increase contract amount by \$15,200 with Herrick Company, Inc. for the Town Branch WWTP Chlorination Equipment Replacement Project to replace outdated equipment. Original contact amount was \$248,500. Previous change order was \$9,843. New contract amount is \$273,543. Funds are budgeted.**pp.48-51**

- Q. Authorization to Accept a Donation of Labor and Material by Cricket Communications, Inc. on Behalf of the Department of General Services, Division of Parks and Recreation. (587-09) (Hancock/Cole)
This request will authorize the acceptance of labor and material by Cricket Communications, Inc. on behalf of the Division of Parks and Recreation for repair of four (4) tennis courts in Valley Park.**p.52**
- R. Authorization of a Facility Usage Contract with the Fayette County Board of Education on Behalf of the Department of General Services, Division of Parks and Recreation for the Kiddie Kapers Program. (588-09) (Hancock/Cole)
This request will authorize a Facility Usage Contract in the amount \$837.25 with the Fayette County Board of Education on behalf of the Division of Parks and Recreation for rental of the Norsworthy Auditorium for the Kiddie Kapers Dance Recital on December 5, 2009. Funds are budgeted.**pp.53-54**
- S. Authorization for the Issuance of Industrial Revenue Bonds (IRBs) to Anchor Baptist Church. (590-09) (Wright/Kelly)
This request will authorize the issuance of IRBs Bond Series 2009 up to the amount of \$4,065,000 to Anchor Baptist Church to refund bonds previously issued. The issuance will allow the Church to obtain bank qualified financing at a reduced interest rate. The IRB Commission recommends approval. There is no cost or liability to LFUCG.**p.55**
- T. Authorization of a Memorandum of Understanding (MOU) with the Lexington-Fayette Urban County Housing Authority Regarding the Equestrian View Neighborhood. (591-09) (Askew)
This request will authorize a MOU with the Lexington-Fayette Urban County Housing Authority to begin construction of entrance signage for the Equestrian View neighborhood as part of the Bluegrass-Aspendale HOPE IV Project. Once Shropshire Boulevard is completed, the parcels where entrance signage is located will be transferred to the Housing Authority to complete the project.**p.56**
- U. Authorization of Taxable Sewer System Revenue Bonds, for Reimbursement for Sewer Construction Projects, and to Acceptance of Successful Bids for Improvements to the Sewer Systems. (592-09) (O'Mara)
This request will authorize an Ordinance for the issuance of \$35.8 million in taxable sewer system revenue bonds, Series 2009 – Build America Bonds-Direct Pay – for improvements, extensions, and betterments to the sewer system; a Resolution authorizing reimbursement for funds already expended, and a Resolution accepting the successful bid. An additional debt service will be approximately \$2.5 million per year.**p.57-62**

URBAN COUNTY COUNCIL
WORK SESSION SUMMARY
& TABLE OF MOTIONS

September 22, 2009

Vice Mayor Gray chaired today's work session meeting. All Council Members were present, except CMs Beard and James.

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

A motion by CM Blues to approve the summaries from September 1 & 15, 2009, seconded by CM Gorton, passed without dissent.

- IV. Budget Amendments-None
- V. New Business

- A. Authorization of a Revised Group Sales Agreement with Hyatt Regency Lexington on Behalf of the Department of General Services, Division of Parks and Recreation for the *2010 Bluegrass Invitation Wheelchair Tournament*. (561-09) (Hancock/Cole)
- B. Authorization to Approve an Agreement for T-Mobile USA, Inc. Regarding a Potential Cell Tower Site in Kirklevington Park. (565-09) (Cole)
- C. Authorization to Accept Donation from the Kentucky Division of Emergency Management (KYEM) on Behalf of the Department of Public Safety, Division of Emergency Management / 911. (562-09) (Dugger/Bennett)
- D. Authorization to Accept Donation from the Citizen Police Academy Alumni Association (CPAAA) and Bluegrass Crime Stoppers on Behalf of the Department of Public Safety, Division of Police. (563-09) (Bastin/Bennett)
- E. Authorization of an Agreement with Kentucky Office of Homeland Security for Modification of Scope of Work for the Metropolitan Medical Response System (MMRS) Project. (568-09) (P. King/Bennett)

- F. Authorization to Accept Greenway Parcels from the Blackford Property Subdivision as a part of the Expansion Area Master Plan. (560-09) (Rayan/Webb)
- G. Authorization to Accept a Deed of Right-of-Way and a Temporary Construction Easement at Property Located at 3565 Clays Mill Road for the Clays Mill Road Improvements Project. (567-09) (P. King/Webb)
- H. Authorization to Submit an Application to the Environmental Protection Agency (EPA) on Behalf of the Department of Environmental Quality for a Brownfield Assessment Grant. (566-09) (P. King/Taylor)
- I. Authorization to Approve an Inducement for Florida Tile, Inc. Regarding Occupational License Fee under the Kentucky Economic Development Finance Authority (KEDFA), Kentucky Business Investment (KBI) Program. (569-09) (Wright/Kelly)
- J. Authorization to Amend Ordinance No. 377-2006 Regarding Certain Properties in the Gess Property Chilesburg Units 2A, 2B, and 2C. (570-09) (Askew)

A motion by CM Crosbie to amend item J under new business on the agenda to include Muldoon Drive and Ruby Lane on the list of properties to be removed from Partial Urban Services District #3 and placed in Urban Services District #2, seconded by CM Stinnett, passed without dissent.

A motion by CM Gorton to approve the amended new business items, A-J, seconded by CM Stinnett, passed without dissent.

VI. Continuing Business / Presentations-Yes

A. Inter Governmental Committee Report

This report was given by CM Feigel. There were 2 motions to come forward from the meeting.

A motion by CM Feigel to approve the amended IG minutes that were sent out before this work session, seconded by CM Myers, passed without dissent.

A motion by CM Feigel to move the draft oath of office ordinance forward to the full council for review, seconded by CM Ellinger, passed without dissent.

A motion by CM Feigel, to discontinue Citizen's Advocate Dispute Resolution Training, seconded by CM Crosbie, passed without dissent.

B. Inversion Process Update

This update was given by Bill O'Mara, Interim Comm. of Finance and Administration. Some CMs asked questions.

A motion by CM Lawless to allow this presentation to be made, despite the 72-hour advance ordinance, seconded by CM Ellinger, passed without dissent.

A motion by CM Lane to refer the inversion process ordinance financials to the Budget & Finance Committee, seconded by CM Feigel, passed without dissent.

C. Introduction of Florida Tile, Inc.

This introduction of Scott Shepard to our area was done by Bob Quick, Commerce Lexington and Anthony Wright, LFUCG Director of Economic Dev. Several CMs welcomed Mr. Shepard.

D. LexTran Update

This update was given by Rocky Burke, General Mgr. of Transit Authority. Several CMs asked questions.

VII. Council Report

CM Gorton-Reminded the CMs of the joint Planning Committee Planning Commission meeting on 9/29/09 at 9-11 am in the Public Library main Branch; announced that there will be a Special Planning Committee meeting on 10/5/09 at 1-3 pm-this will be a continuation of the Student Housing Task Force report out from the Planning Committee meeting on 9/22/09.

CM Lawless-Stated that she had heard from several people who attended Saturday's football game-Code Enf, CLEAR officers, Waste Mgmt, UK and UCG Police, everyone did a great job; thanked the sororities and fraternities for cleaning up in the 3rd District on Sunday morning; reiterated that the student housing task force and the moratorium are separate issues and they are still working on the moratorium.

CM Blues-Announced several meetings: on 9/28/09-Radcliffe-Marlboro and Oakwood NAs at 7pm in their respective community centers; also McConnell's Trace Greenway Committee will meet at 7 pm at Harmony House. Reminder that there will be a career fair for the Federal Bureau of Prisons at the Federal medical Center at 3301 Leestown Road on 9/29/09 from 8 am- 8 pm.

CM Feigel-Announced several meetings: on tonight at 6 pm there will be a Newtown Pike stakeholders meeting at Heritage Hall; at 7 pm tonight Kenwick NA will meet; on 9/30 there will be the KY Fall Classic Horse Show; and on 10/4/09 Ashland Park NA will have an event from 4-7 pm.

CM Stinnett-Stated that at next week's Budget & Finance meeting, the Occupational License issue will be taken up; Eastland Pkwy NA meeting will be on 9/29/09 at 6:30 pm.

A motion by CM Stinnett to refer the issue of a multiway stop at Ogden Way and Star Shoot Pkwy to the Services Committee, seconded by CM Lane, passed without dissent.

CM Crosbie-Reminded everyone that the Race for a Cure is this Saturday morning.

CM Myers-A motion by CM Myers to approve the NDF list, seconded by CM Crosbie passed without dissent.

VIII. Mayor's Report-None

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

A motion by CM Gorton to adjourn, seconded by CM Crosbie passed without dissent.

Work session was adjourned at 4:40 pm.

BUDGET AMENDMENT REQUEST LIST

11

JOURNAL	37171-72	DIVISION	Parks and Recreation	Fund Name	General Fund
				Fund Impact	3,500.00
					3,500.00CR
					.00

To provide funds for Fiesta Latino event by recognizing a contribution from Toyota Manufacturing.

JOURNAL	37218-19	DIVISION	Parks and Recreation	Fund Name	General Fund
				Fund Impact	800.00
					800.00CR
					.00

To provide funds for operating expenses by recognizing a deposit from Partners for Youth for William Wells Brown Community Center.

JOURNAL	37299-300	DIVISION	Streets, Roads, and Forestry	Fund Name	General Fund
				Fund Impact	1,064.71
					1,064.71CR
					.00

To provide funds for Overtime by recognizing reimbursement from Central Baptist Hospital for Mid Summer Night's Run.

JOURNAL	37301	DIVISION	Community Development	Fund Name	Urban Service Fund
				Fund Impact	30,000.00CR
					30,000.00CR

To budget personnel recovery for the KY Pride Project for the period of July 1, 2009 through December 31, 2009.

JOURNAL	37304-05	DIVISION	Streets, Roads, and Forestry	Fund Name	Water Quality Fund
				Fund Impact	789.60
					789.60CR
					.00

To provide funds for Overtime by recognizing reimbursement from Central Baptist Hospital for Mid Summer Night's Run.

JOURNAL	37306-07	DIVISION	Streets, Roads, and Forestry	Fund Name	Urban Service Fund
				Fund Impact	599.78
					599.78CR
					.00

To provide funds for Overtime by recognizing reimbursement from Central Baptist Hospital for Mid Summer Night's Run.

JOURNAL	37343	DIVISION	General Fund	Fund Name	General Fund
				Fund Impact	626,460.00
					626,460.00

To adjust ad valorem revenue based on certification received from the state and adopted tax rates for 2010.

JOURNAL	37344	DIVISION	Urban Fund	Fund Name	Urban Service Fund
				Fund Impact	3,835,400.00
					3,835,400.00

To adjust ad valorem revenue based on certification received from the state and adopted tax rates for 2010.

JOURNAL	37345	DIVISION	Library	Fund Name	General Fund
				Fund Impact	631,840.00CR
					631,840.00CR

To decrease budget for Lexington Public Library based on certified assessments of property values.

JOURNAL	37426	DIVISION	Finance	Fund Name	Various
				Fund Impact	130,500.00
					130,500.00

To provide funds for bank charges (General Fund \$125,000, Water Quality Fund \$2,000, and Public Parking Corporation Fund \$3,500).

BUDGET AMENDMENT REQUEST SUMMARY

Fund	1101	General Service District – General Fund	119,620.00
Fund	1115	Urban Service District Fund	3,805,400.00
Fund	4151	Water Quality Management Fund	2,000.00
Fund	4161	Public Parking Corporation Fund	3,500.00

JOURNAL	37326-27	DIVISION	Property & Casualty Claims	Fund Name	Various
				Fund Impact	650,100.00
					650,100.00CR
					.00

To reduce the budgeted transfers from General, Urban and Sewer Funds to the Property & Casualty Claims Fund based on Actuarial projections for FY 2009.

General Service District – General Fund	438,200.00CR
Urban Service District Fund	101,700.00CR
Sanitary Sewer Revenue and Operating Fund	110,220.00CR
Property & Casualty Claims Fund	650,100.00CR

JOURNAL	37329, 37341	DIVISION	Health Insurance	Fund Name	Various
				Fund Impact	4,312,079.20
					4,312,079.20CR
					.00

To increase revenues and provide additional funding to cover the health insurance fund loss for FY 2009.

General Service District – General Fund	3,597,378.18
Family Care Fund	22,381.04
Urban Service District Fund	399,874.45
Storm Water Fund	17,904.83
Sanitary Sewer Revenue and Operating Fund	238,731.04
Landfill Fund	4,476.21
Right of Way Program Fund	7,460.34
Extended School Program Fund	14,920.69
Enhanced 911 Fund	7,460.35
Police and Fire Retirement Fund	1,492.07
Medical Insurance Fund	4,312,079.20CR

FY 2009 BUDGET AMENDMENT REQUEST SUMMARY

Fund	1101	General Service District – General Fund	3,159,178.18
Fund	1102	Family Care Fund	22,381.04
Fund	1115	Urban Service District Fund	298,174.45
Fund	1140	Storm Water Fund	17,904.83
Fund	4002	Sanitary Sewer Revenue and Operating Fund	128,511.04
Fund	4121	Landfill Fund	4,476.21
Fund	4201	Right of Way Program Fund	7,460.34
Fund	4202	Extended School Program Fund	14,920.69
Fund	4204	Enhanced 911 Fund	7,460.35
Fund	5003	Police and Fire Retirement Fund	1,492.07
Fund	6002	Medical Insurance Fund	4,312,079.20CR
Fund	6021	Property & Casualty Claims Fund	650,100.00CR

NEW BUSINESS ITEMS REQUIRING BUDGET AMENDMENTS

September 29, 2009 Work Session

14

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	
582-09	BA 2482	Public Safety	To provide additional funds for 800 MHZ radio system project by recognizing bond proceeds.	
I			2518	6,523,000
			2518	6,523,000CR
				0*
583-09	BA 2466	Community Development	To establish grant budget for Redeploy – 2010.	
F			3140	441,600
			3140	441,600CR
				0*
583-09	BA 2468	Community Development	To budget personnel recovery and new positions for Redeploy – 2010.	
F			1101	108,750
			1101	108,750CR
				0*
584-09	BA 2469	Community Development	To establish grant budget for Arrest Policies continuation.	
G			3140	400,000
			3140	400,000CR
				0*

EFFECT ON FUND BALANCES

FUND 1101	0*	NO EFFECT ON:	GENERAL SERVICES DISTRICT – GENERAL FUND
FUND 2518	0*	NO EFFECT ON:	FY 2009 BOND PROJECTS FUND
FUND 3140	0*	NO EFFECT ON:	US DEPARTMENT OF JUSTICE

Budget Information For New Business Items
September 29, 2009 Work Session

15

Item	Number	Amount	Fund	Name / Description
A	571-09	9,755	3300	Grants - Other
B	575-09	155,718	3160	US Department of Transportation
C	580-09	NA		
D	577-09	NA		
E	578-09	NA		
F	583-09	441,600 108,750	3140 1101	US Department of Justice General Service District Fund Budget Journal
G	584-09	400,000	3140	US Department of Justice Budget Journal
H	581-09			
I	582-09	14,401,067	2518	2009 Bond Projects Fund Budget Journal
J	572-09	16,000	3300	Grants - Other
K	576-09	Undetermined	1101	General Service District Fund
L	573-09	51,837	1101	General Service District Fund
M	579-09	NA		
N	574-09	3,500	3160	US Department of Transportation
O	585-09	-95.42	4003	Sanitary Sewer Construction Fund
P	586-09	15,200	4003	Sanitary Sewer Construction Fund
Q	587-09	NA		
R	588-09	837.25	1101	General Service District Fund
S	590-09	NA		
T	591-09	NA		
U	592-09	Budgeted	4003	Sanitary Sewer Construction Fund



571-09

16

Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry
Mayor

William O'Mara
Acting Commissioner

TO: JIM NEWBERRY, MAYOR

FROM: PAULA KING, DIRECTOR
DIVISION OF COMMUNITY DEVELOPMENT

DATE: SEPTEMBER 17, 2009

SUBJECT: REQUEST COUNCIL AUTHORIZATION TO EXECUTE SPECIAL
CONSTRUCTION AGREEMENT WITH AT&T SOUTHEAST FOR
RELOCATION OF UTILITIES TO UNDERGROUND FOR THE SOUTH
LIMESTONE STREETSCAPE PHASE I PROJECT

Lexington-Fayette Urban County Government has requested that AT&T South relocate aerial 144 fiber cable to underground for the South Limestone Streetscape Project Phase I. Prior to performance of work, AT&T Southeast requires the execution of a Special Construction Agreement. Cost of utility relocation is \$9,755. Funds for this activity are budgeted as follows:

FUND	DEPT ID	SECTION	ACCOUNT	PROJECT	BUD REF	ACTIVITY
3300	160201	0001	91715	UDAG 1992	1992	OTH GRANT1

Council authorization to execute Special Construction Agreement is hereby requested.

Paula King
Director

Cc: Michael Webb, Commissioner of Public Works



575 - 09

17

Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry
Mayor

William O'Mara
Acting Commissioner

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

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

DATE: SEPTEMBER 16, 2009

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO EXECUTE
CHANGE ORDER NO 3 (FINAL) TO THE CONSTRUCTION
CONTRACT WITH CENTRAL ROCK MINERAL COMPANY,
LLC (ATS CONSTRUCTION) FOR THE LOUDON AVENUE
IMPROVEMENTS PROJECT**

On October 18, 2007 (Resolution # 533-2007), the Urban County Council accepted the bid (Bid No. 139-2007) of Central Rock Co., LLC (ATS Construction) in the amount of \$4,589,461.13 for the Loudon Avenue Improvement Project. On December 4, 2008 (Resolution No. 723-2008), Council approved Change Order No. 1 in the amount of \$14,556.00 for changes in materials and increase in the number of two-way sanitary clean-outs. On August 27, 2009 (Resolution No. 563-2009), Council approved Change Order No. 2 in the amount of \$356,025.23 to address the provision in the contract providing for pay adjustments when the contractor's costs of asphalt and diesel fuel escalate more than five percent from the cost at the time of bidding. Change Order No. 3 in the amount of \$155,718.96 provides for the final adjustments in bid quantities of materials and labor.

The new total is \$5,115,761.32. Funds for the change order are budgeted in:

FUND	DEPT ID	SECT	ACCOUNT	PROJECT	ACTIVITY	BUD REF
3160	303202	3211	91715	LOUDONAVE_2000	MS_GRANT	2000

The project widens Loudon Avenue to three lanes from Oakhill Drive to Winchester Road.

Council authorization to approve Change Order No. 3 (Final) is hereby requested.

Paula King, Director

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

CONTRACT HISTORY FORM

Project Name Loudon Avenue Improvement Project
Contractor: Central Rock Mineral Co., LLC (ATS Construction)
Contract Number and Date: 916 October 18, 2007
Responsible LFUCG Division: Engineering

CONTRACT AND CHANGE ORDER DETAILS

A. Original Contract Amount: \$ 4,589,461.13
Next Lowest Bid Amount:
\$5,238,384.01

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

C. Cumulative Amount of All Previous Alternates or Phases: \$ 4,589,461.13

D. Amended Contract Amount: \$ 4,589,461.13

E. Cumulative Amount of All Previous Change Orders: \$ 370,581.23 8.1%
(Line E / Line D)

F. Amount of This Change Order: \$ 155,718.96 3.4%
(Line F / Line D)

G. Total Contract Amount: \$ 5,115,761.32

SIGNATURES

Project Manager: [Signature] Date: 7/9/09
Reviewed by: [Signature] Date: _____
Division Director: [Signature] Date: 7/8/09

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER Page 1 of 2		Date: March 25, 2009	
		Project: Loudon Ave Improvement Project	
		Location: Loudon Ave. 575 - 09	
To (Contractor). ATS Construction 3009 Atkinson Avenue Suite 400 Lexington, KY 40509		Contract No. 916	
		Change Order No.(3 - final)	
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)
2.	Increase Roadway excavation by 738.5 cubic yards @ \$17.73 per cy.		\$13,093.61
3.	Increase staking by 1 l.s. @ \$1,500 per l.s.		\$1,500.00
5.	Increase curb & gutter by 300 l.f. @ \$13.84 per l.f.		\$4,152.00
6.	Increase 4" sidewalk by 691 s.y. @ \$26.28 per sy.		\$18,159.48
7.	Increase Mod. Barrier header curb by 180 l.f. @ \$10.39 per l.f.		\$1,870.20
8.	Increase 6" concrete entrance by 194.54 sy @ \$53.30 per sy		\$10,368.98
9.	Increase 8" concrete entrance by 337.16 sy @ \$51.80 per sy.		\$17,464.89
10.	Increase s-face guardrail by 89.75 lf @ \$17.54 per lf		\$1,574.22
11.	Increase guardrail terminal section by 4 ea. @ \$52.50 per ea.		\$210.00
12.	Decrease guardrail connection, type A by 4 ea. @ \$2,123.36 per each.	\$8,493.44	
15.	Decrease clean silt fence by 2,010 l.f. @ \$1.00 per l.f.	\$2,010.00	
16.	Increase silt check by 23 @ \$65 per each.		\$1,495.00
17.	Increase clean silt check by 3 @ \$25.00 per each.		\$75.00
19.	Decrease temp. seeding by 11,324 s.y. \$ 0.20 per s.y.	\$2,264.80	
20.	Increase sod by 4,167 s.y. @ \$4.88 per s.y.		\$20,334.96

22.	Decrease handrail for retaining wall by 495 l.f. @ \$61.60 per l.f.	\$30,492.00	575 -09
23.	Decrease handrail for steps by 149 l.f. @ \$ 67.10 per l.f	\$9,997.90	
24.	Decrease class A concrete by 21 c.y. @ \$ 620.00 per c.y.	\$13,020.00	
26.	Increase class B conc. for retaining walls by 41 c.y. @ \$ 355.00 per c.y.		\$14,555.00
27.	Increase Ashlar stone formliner by 200 s.y. @ \$13.90 per s.y.		\$2,780.00
30.	Increase temp. 4" paint pavement striping by 5,270 l.f. @ \$0.35 per l.f.		\$1,844.50
31.	Increase perm. 4" paint pavement striping by 4,230 l.f. @ \$0.35 per l.f.		\$1,480.50
32.	Decrease perm. 6" paint pavement striping by 1,973 l.f. @ \$0.45 per l.f.	\$887.85	
33.	Decrease 6" Thermo cross-walks by 466 l.f. @ \$3.15 per l.f.	\$1,467.90	
34.	Decrease 24" Thermo Stop Bar by 204 l.f. @ \$7.50 per l.f.	\$1,530.00	
35.	Decrease Hatching pavement markings by 1,678 l.f. @ \$5.00 per l.f.	\$8,390.00	
37.	Decrease curved Thermo arrow pavement markings by 19 ea. @ \$87.50 per ea.	\$1,662.50	
39.	Decrease Thermo "ONLY" pavement marking by 5 ea. @ \$235.00 per ea.	\$1,175.00	
40.	Decrease bike lane symbols by 31 ea. @ \$190 per ea.	\$5,890.00	
41.	Decrease Thermo "ENDS" pavement marking by 2 ea. @ \$190 per ea.	\$380.00	
42.	Increase signs by 7.5 s.f. @ \$44.95 per s.f.		\$337.13
43.	Decrease Stone bridging by 4,496.55 tons @ \$19.24 per ton	\$86,513.62	
50.	Decrease street light bases by 5 ea. @ \$735.00 per ea.	\$3,675.00	
51.	Decrease 1" conduit by 351 l.f. @ \$7.48 per l.f.	\$2,625.48	
52.	Increase 2" conduit by 120 l.f. @ \$10.56 per l.f.		\$1,267.20
53.	Increase asphalt surface by 357.23 tons @ \$69.85 per ton		\$24,952.52

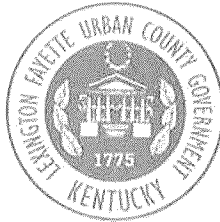
54.	Decrease asphalt base by 496.96 tons @ \$66.45 per ton	\$33,022.99	575 -09
55.	Increase D.G.A. base by 6,416.15 tons @ \$18.94 per ton		\$121,521.88
59.	Increase 18" equiv. RCP storm sewer pipe by 24 l.f. @ \$81.90 per l.f.		\$1,965.60
60.	Increase 24" RCP storm pipe by 2 l.f. @ \$97.70 per l.f.		\$195.40
72.	Decrease 4" perforated pipe by 155 l.f. @ \$15 per l.f.	\$2,325.00	
73.	Decrease 4" non-perforated pipe by 24 l.f. @ \$15 per l.f.	\$360.00	
74.	Decrease #2 crushed Aggregate by 51 tons @ \$34 per ton	\$1,734.00	
78.	Decrease 10" ductile iron sanitary pipe by 25 l.f. @ \$110.80	\$2,770.00	
81.	Decrease temp. fence by 300 l.f. @ \$13.10 per l.f.	\$3,930.00	
83.	Decrease detectable warning tiles by 52 ea. @ \$51 per ea.	\$2,652.00	
86.	Increase remove trees by 1 l.s. @ \$2,974.68 per l.s.		\$2,974.68
87.	Increase surface inlet and gutter drain by 1 l.s. @ \$3,937.00		\$3,937.00
88.	Increase erosion control blanket by 2,280 s.y. @ \$3.00 per s.y.		\$6,840.00
89.	Increase sewer lateral adjustments by 1 l.s. @ \$5,629.60 per l.s.		\$5,629.60
90.	Increase Type "D" guardrail connector by 4 ea. @ \$1,230 per ea.		\$4,920.00
91.	Increase milling by 1 l.s. @ \$3,756.20 per l.s.		\$3,756.20
92.	Increase handrail for retaining walls by 652.51 l.f. @ \$108 per l.f.		\$70,471.08
93.	Increase handrail for steps by 126.26 l.f. @ \$118.50 per l.f.		\$14,961.81
94.	Increase curb box inlet, ductile iron pipe and roadway restoration by 1 l.s. @ \$8,300 per l.s.		\$8,300.00

	Change in contract price due to this Change Order:		575 -09
	Total decrease	\$227,269.48	XXXXXXXXXXXX.XX
	Total increase	XXXXXXXXXXXX.XX	\$382,988.44
	Net (increase) contract price		\$155,718.96

The sum of **\$155,718.96** is hereby added to the total contract price, and the total adjusted contract price to date thereby is **\$5,115,761.32** .

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

Recommended by *R. St. A. B...* 9/09/09 (Proj. Engr.) Date
Accepted by *JAG VP* (Contractor) Date **9-1-09**
Approved by *MA King* (Urban Co. Engr.) Date **9/8/09**
Approved by *James M. Wells* (Commissioner) Date **9/10/09**
Approved by _____ (Mayor or CAO) Date



580-09

23

Mayor Jim Newberry

LEXINGTON - FAYETTE URBAN COUNTY GOVERNMENT

Division of Engineering
MEMORANDUM

To: Mayor Jim Newberry
Urban County Council

From: James R. Wray
Engineering Technician Principal

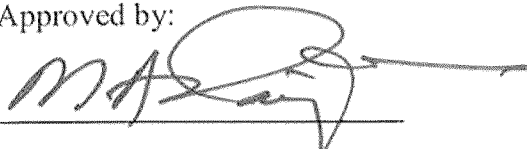
Date: September 16, 2009

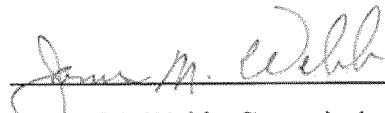
Re: Resolution Authorizing Acceptance of One Greenway Parcel Dedication
At 6500 Man-O-War Boulevard Blackford Property Subdivision

The purpose of this memorandum is to request a resolution authorizing the acceptance of one parcel dedication for greenway at 6500 Man-O-War Boulevard in the Blackford Property Subdivision. This parcel was identified in the development plats and is part of the Expansion Area Master Plan.

Acceptance of the deed is recommended.

Approved by:


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


James M. Webb, Commissioner
Department of Public Works & Development

c/with att: Yvonne Stone File
c/wo att: Robert Bayert, P.E. Keith Lovan, P.E.

09.P000.406.blue sheet req blackford prop #2

HORSE CAPITAL OF THE WORLD



577-09 24

Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry
Mayor

William O'Mara
Acting Commissioner

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

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

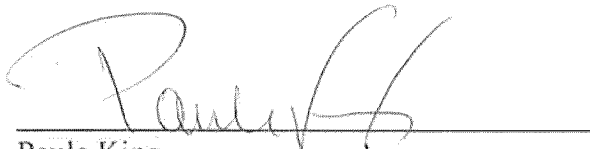
DATE: SEPTEMBER 16, 2009

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO EXECUTE
AGREEMENT WITH KENTUCKY STATE POLICE FOR BOMB
SQUAD TRAINING**

On April 23, 2009 (Ordinance # 54-2009), Council approved acceptance of federal funds in the amount of \$337,000 from the Kentucky Office of Homeland Security for the enhancement of Special Team Response capabilities through the purchase of explosive device mitigation and remediation equipment and related items.

The proposed agreement with Kentucky State Police provides for the transfer of equipment purchased by the LFUCG with federal funds awarded by the Kentucky Office of Homeland Security. The Kentucky State Police will use equipment to respond to IED incidents in the Commonwealth of Kentucky. Equipment will generally consist of: a hazardous duty robot and accessories, personal protective equipment, an explosive detective canine, and remote handling equipment. The Kentucky State Police will be responsible for care and maintenance of equipment and shall be responsible for all associated costs.

Council authorization to execute agreement with Kentucky State Police is hereby requested.



Paula King
Director

Xc: Tim Bennett, Commissioner, Department of Public Safety



578-09

25

Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry
Mayor

William O'Mara
Acting Commissioner

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

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

DATE: SEPTEMBER 16, 2009

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO EXECUTE
AGREEMENT WITH KENTUCKY STATE POLICE FOR IED
TRAINING**

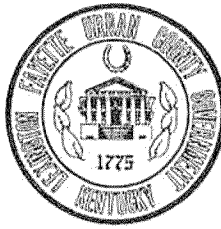
On December 4, 2008 (Ordinance # 260-2008), Council approved acceptance of federal funds in the amount of \$435,000 from the Kentucky Office of Homeland Security for IED Training for FBI Certified Bomb Squads in Lexington, Louisville, Owensboro, Paducah and Kentucky State Police.

The proposed agreement with Kentucky State Police provides for the transfer of equipment purchased by the LFUCG with federal funds awarded by the Kentucky Office of Homeland Security. The Kentucky State Police will use equipment for constructing training devices, explosive countermeasures, and remote handling equipment. The Kentucky State Police will be responsible for care and maintenance of equipment and shall be responsible for all associated costs.

Council authorization to execute agreement with Kentucky State Police is hereby requested.

Paula King
Director

Xc: Tim Bennett, Commissioner, Department of Public Safety



583-09

26

Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry
Mayor

William O'Mara
Acting Commissioner

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

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

DATE: SEPTEMBER 21, 2009

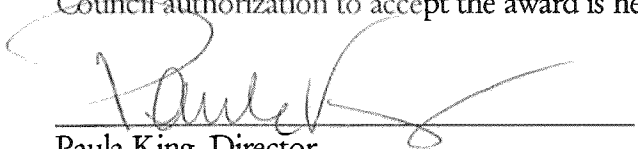
**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO ACCEPT AWARD OF
FEDERAL FUNDS FROM THE U.S. DEPARTMENT OF JUSTICE
UNDER THE 2009 RECOVERY ACT EDWARD BYRNE MEMORIAL
COMPETITIVE GRANT PROGRAM: HIRING OF CIVILIAN LAW
ENFORCEMENT (SUPPORT PERSONNEL)**

The Lexington-Fayette Urban County Government has been offered an award of federal funds in the amount of \$441,600 from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice, under the 2009 Recovery Act Edward Byrne Memorial Competitive Grant Program: Hiring of Civilian Law Enforcement (Support Personnel). This project is entitled the Lexington Redeployment Project.

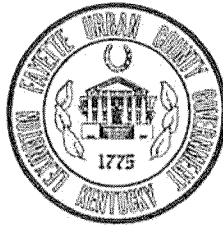
On March 12, 2009 (Resolution # 204-2009), council authorized Mayor submit grant applications for funds arising from the American Recovery and Reinvestment Act. Application for these funds was prepared by Division of Police. Funds will be used hire one new position of civilian crime analyst, and to replace three sworn officer positions with civilians. These sworn officer positions are the Public Information Officer and two Evidence Technicians.

Federal funds are budgeted in non-civil service salaries, Pension, FICA, Fringe Benefits and Unemployment Insurance for a two-year period. Funds are also budgeted for cell phone usage for the Public Information Officer and travel for national and regional grant training. The funds budgeted for travel were a requirement for the grant application. No local match is required.

Council authorization to accept the award is hereby requested.


Paula King, Director

Xc: Tim Bennett, Commissioner, Department of Public Safety



584-09

27

Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry
Mayor

William O'Mara
Acting Commissioner

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

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

DATE: SEPTEMBER 22, 2009

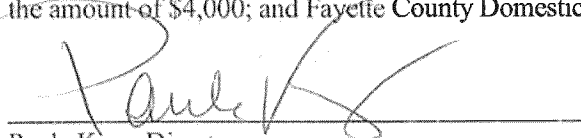
**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO ACCEPT AWARD OF FEDERAL
FUNDS FROM THE U.S. DEPARTMENT OF JUSTICE/OFFICE ON VIOLENCE
AGAINST WOMEN FOR CONTINUATION OF THE LFUCG ARREST POLICIES
PROJECT**

On December 9, 2008 (Resolution No. 762-2008), Council approved submission of a grant application prepared by the LFUCG Division of Police, in collaboration with community partners serving the victims of domestic violence, to the U.S. Department of Justice/Office on Violence Against Women requesting \$400,000 in federal funds from the Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program to continue the Arrest Policies project in Lexington..

An Arrest Policies grant was first approved by the Office on Violence Against Women (OVW) on July 1, 2006. These funds were used to provide additional training on domestic violence for police recruits and for patrol officers, overtime for patrol officers for the purpose of providing additional hours in apprehending violators and building cases for prosecution, and the creation of two victim advocate positions in the Division of Police. Funding for victim services was also included. The purpose of the project is to hold offenders of domestic violence accountable for their actions through investigation, arrest, and prosecution.

The U.S. Department of Justice has approved continuation funding in the amount of \$400,000. These funds will be used to continue the employment of the two victim advocates, provision of court-certified interpreters on a contractual basis, training for all community partners with emphasis on Title VI and ADA compliance, required OVW training, police overtime for purposes of apprehending violators, and victim services. No matching funds are required.

Council authorization to accept the award and to authorize execution of the following subrecipient agreements is hereby requested. Subrecipients are: Bluegrass Domestic Violence Program in the amount of \$52,000; Bluegrass Rape Crisis Center in the amount of \$8,000; Legal Aid of the Bluegrass in the amount of \$5,000; Kentucky Probation and Parole in the amount of \$6,000; University of Kentucky Center on Drug and Alcohol Research in the amount of \$4,000; and Fayette County Domestic Violence Prevention Board in the amount of \$10,000.


Paula King, Director

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



581-09

28

Lexington-Fayette Urban County Government
DEPARTMENT OF PUBLIC SAFETY

Jim Newberry
Mayor

Tim Bennett
Commissioner

September 22, 2009

TO: Mayor Jim Newberry and Urban County Council

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

RE: Reimbursement Resolution for Radio Interoperability Project

VIA: Tim Bennett, Commissioner of Public Safety *TJB*

The attached Reimbursement Resolution will provide \$16,443,000 for the LFUCG Radio Interoperability Project, coordinated by the Divisions of Fire, Police and E911. The amount will be sufficient to include the Harris Corporation contract to upgrade the 800 MHz system, an upgrade to the VHF system and expand LFUCG's current fiber network to provide appropriate connectivity between all communication components.

The upgrade is necessary to become interoperable before August 2010, improve existing radio coverage throughout the county, replace antiquated network, infrastructure and end user hardware and to meet Federal narrow banding requirements set for January 2013.

Currently this project is partially budgeted from FY2009 in the amount of \$ 9,920,000.

The following documents are attached:

1. Administrative review form. (Blue sheet)
2. Reimbursement Resolution

A RESOLUTION MAKING A DECLARATION OF OFFICIAL INTENT WITH RESPECT TO REIMBURSEMENT FROM SUBSEQUENT BORROWINGS OF TEMPORARY ADVANCES MADE FOR CAPITAL EXPENDITURES FOR THE UPGRADE OF THE E911 RADIO SYSTEM IN THE APPROXIMATE AMOUNT OF \$16,443,000.00.

WHEREAS, Treasury Regulation § 1.150-2 (the "Reimbursement Regulations"), issued pursuant to Section 150 of the Internal Revenue Code of 1986, as amended (the "Code"), prescribes certain requirements by which proceeds of tax-exempt bonds, notes, certificates or other obligations included in the meaning of "bonds" under Section 150 of the Code ("Obligations") used to reimburse advances made for Capital Expenditures (as hereinafter defined) paid before the issuance of such Obligations may be deemed "spent" for purposes of Section 103 and Sections 141 to 150 of the Code and, therefore, not further subject to any other requirements or restrictions under those sections of the Code; and

WHEREAS, such Reimbursement Regulations require that an Issuer (as hereinafter defined) make a Declaration of Official Intent (as hereinafter defined) to reimburse any Capital Expenditure encumbered prior to the issuance of the Obligations intended to fund such Capital Expenditure and require that such Declaration of Official Intent be made no later than sixty (60) days after procurement of the Capital Expenditure and further require that any Reimbursement Allocation (as hereinafter defined) of the proceeds of such Obligations to reimburse such Capital Expenditures occur no later than eighteen (18) months after the later of the date the Capital Expenditure was paid or the date the property acquired with the Capital Expenditure was placed in service, except that any such Reimbursement Allocation must be made no later than three years after such Capital Expenditure was paid; and

WHEREAS, the Lexington-Fayette Urban County Government (the "Issuer") wishes to ensure compliance with the Reimbursement Regulations;

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

Section 1 – The following definitions apply to the terms used herein:

"Allocation" means written evidence that proceeds of Obligations issued subsequent to the procurement of a Capital Expenditure are to reimburse the Issuer for such payments. "To allocate" means to make such an allocation.

"Capital Expenditure" means any expense for an item that is properly depreciable or amortizable or is otherwise treated as a capital expenditure for purposes of the Code, as well as any costs of issuing Reimbursement Bonds.

"Declaration of Official Intent" means a written declaration that the Issuer intends to fund Capital Expenditures with an issue of Reimbursement Bonds and reasonably expects to be reimbursed from the proceeds of such an issue.

"Issuer" means a governmental unit that is reasonably expected to issue the Obligations, in this instance, the Lexington-Fayette Urban County Government.

"Reimbursement" means the restoration to the Issuer of money temporarily advanced from other funds, including moneys borrowed from other sources, of the Issuer to pay for Capital Expenditures before the issuance of Obligations intended to fund such Capital Expenditures. "To reimburse" means to make such a restoration.

"Reimbursement Bonds" means Obligations that are issued to reimburse the Issuer for Capital Expenditures, and for certain other expenses permitted by the Reimbursement Regulations, previously paid by or for the Issuer.

"Reimbursement Regulations" means Treasury Regulation § 150-2 and any amendments thereto or superseding regulations, whether in proposed, temporary or final form, as applicable, prescribing conditions under which the proceeds of Obligations may be allocated to reimburse the Issuer for Capital Expenditures and certain other expenses paid prior to the issuance of the Obligations such that the proceeds of such Obligations will be treated as "spent" for purposes of Sections 103 and 141 to 150 of the Code.

Section 2 – (a) The Urban County Government declares its official intent that it reasonably expects that the Capital Expenditures described in Section (b), which were encumbered no earlier than sixty (60) days prior to the date hereof, or which will be paid prior to the issuance of any Obligations intended to fund such Capital Expenditures, will be reimbursed with the proceeds of Obligations, representing a borrowing by the Issuer in the aggregate principal amount, for such Reimbursement, in the amount of \$16,443,000.00 to pay for all or some of the costs; and

(b) The Capital Expenditures to be reimbursed are expenses associated with the upgrade of the E911 Radio System to be used by the Lexington-Fayette Urban County Government.

Section 3 - The Urban County Government does not expect any other funds (including the money advanced to make the Capital Expenditures that are to be reimbursed), to be reserved, allocated on a long-term basis, or otherwise set aside by

the Urban County Government or any other entity, with respect to the Capital Expenditures for the purposes described in Section 2(b).

Section 4 - The fund or account to be reimbursed is the general fund and/or any other funds or accounts of the Urban County Government.

Section 5 - It is found and determined that all formal actions of the Urban County Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council; and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

Section 6 - That this Resolution shall become effective on the date of its passage.

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

PUBLISHED:



582-09 32

Lexington-Fayette Urban County Government
DEPARTMENT OF PUBLIC SAFETY

Jim Newberry
Mayor

Tim Bennett
Commissioner

September 21, 2009

TO: Mayor Jim Newberry and Urban County Council

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

RE: Agreement with Harris Corporation

VIA: Tim Bennett, Commissioner of Public Safety *TJB*

This request will authorize the mayor to sign service and product agreements with Harris Corporation for professional services, hardware, software, system infrastructure and maintenance related to an upgrade of LFUCG's existing 800 MHz radio system.

The four (4) year agreement for service, including warranties and maintenance, provides a migration to interoperability by August 16, 2010 and a timeline to fully implement the upgrade in order to meet Federal deadlines. The total amount is a not to exceed \$ 14,401,066.77.

The cost is partially budgeted for an amount of \$9,920,000 in FY2009.

The following documents are attached:

1. Administrative review form. (Blue sheet)
2. System Purchase Contract between Harris Corporation and LFUCG

Please return completed documents to my attention for final disposition.



572-09

Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry
Mayor

William O'Mara
Acting Commissioner

TO: MAYOR JIM NEWBERRY

FROM: PAULA KING, DIRECTOR
DIVISION OF COMMUNITY DEVELOPMENT

DATE: SEPTEMBER 14, 2009

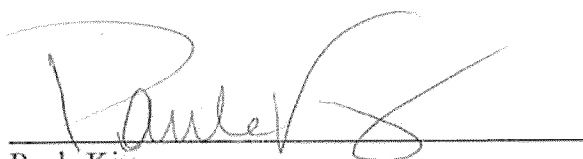
SUBJECT: REQUEST COUNCIL AUTHORIZATION TO PURCHASE PROPERTY AT 529 E. THIRD STREET FOR THE ANN STREET ACQUISITION PROJECT AND TO TRANSFER THE PROPERTY TO THE LEXINGTON-FAYETTE COUNTY HOUSING AUTHORITY FOR THE HOPE 6 PROJECT.

It is necessary for the government to purchase 529 E. Third Street for the construction of the road extension for the Bluegrass-Aspendale Project. This project is funded by the Urban Development Action Grant (UDAG) Repayment fund, which is program income received from closed out UDAG projects. The property owner, Faith Community Housing Foundation, Inc. has accepted the offer at the Fair Market Value of \$16,000.00.

Sufficient funds are budgeted in the following account:

3300-160201-0001-90111-1992-UDAG_1992/Oth_Grant1

Council authorization to purchase the property is requested. In addition, Council authorization to transfer the property to the Lexington-Fayette County Housing Authority for the Hope 6 project is also requested.



Paula King
Director

F:\WP51\HCD\BG ASPENDALE BLVD\OFFER TO PURCHASE\bs529 E.ThirdSt.doc



576 - 09 34

Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry
Mayor

William O'Mara
Acting Commissioner

To: Mayor Jim Newberry
Urban Council Members

From: Bill O'Mara

Date: September 19, 2009

Subject: Revenue Discovery/Recovery Contract

LFUCG issued a Request For Proposal (RFP 14-2009) for revenue discovery/recovery services in order to identify businesses with active business activity in Lexington, but not on the LFUCG tax rolls. PRA Government Services, LLC d/b/a RDS was selected. Attached is the proposed contract with RDS to begin their discovery/recovery services.

Approval of the contract is requested. If you have questions or additional information is needed, please contact me.

**REVENUE ENHANCEMENT AGREEMENT
[TAX DISCOVERY/RECOVERY]**

576 -09

35

This Revenue Enhancement Agreement ("Agreement") is made as of the ____ day of _____, 2009 by and between PRA Government Services, LLC d/b/a RDS, its subsidiaries and affiliates (collectively referred to herein as "**RDS**") an Delaware limited liability company, located at 2317 Third Avenue North, Birmingham, Alabama, and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ("LFUCG")**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Kentucky 40507.

WHEREAS, **RDS** has been selected by the **LFUCG** as the most qualified respondent to RFP No. 14-2009 (the "RFP"), pertaining to the provision of Revenue Recovery and Discovery Services, based upon its Response of April 17, 2009 (the "Response").

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions and covenants hereinafter set forth, **LFUCG** and **RDS** agree as follows:

1. INCORPORATED DOCUMENTS AND PRIORITIES. The provisions, terms and conditions of the RFP and the Response are incorporated herein by reference as if fully stated herein, as are Exhibits "A" and "B". To the extent that there is any conflict or inconsistency among or between the provisions, terms, and conditions of any of the various documents, the RFP takes precedence over the remaining documents, followed by the Agreement, the Response, and the exhibits.

2. SCOPE OF SERVICES. The scope of services and work to be performed is as indicated in the RFP and the Response and as further provided herein. Discovery/Recovery Services will be limited to the collection of unpaid occupational license taxes as further defined in Chapter 13 of the Code of Ordinances, Lexington-Fayette Urban County Government (the "Code"), which is incorporated herein by reference as if fully stated herein. The focus of such efforts shall be on those businesses that appear to be "unlicensed", as further defined in the Code. **RDS**, in collecting any fee, tax, interest, court cost, or penalty shall have no authority to determine the amount of fee, tax, interest, court cost, or penalty owed the **LFUCG**.

3. OBLIGATIONS, DUTIES, RESPONSIBILITIES OF RDS.

A. **RDS** will conduct data scrubbing, related research, analysis and data mining of various data elements to generate target lists. These databases may include, without limitation tax database(s) for the most recent (paid) tax year as well as any relevant data lists which may be purchased. Persons/Businesses located pursuant to the Agreement that are not in one or all of the databases will be presumed unlicensed.

B. **RDS** will generate a letter(s) requiring payment, proof of payment, or an appeal for all Persons/Businesses presumed unlicensed. If there is no response, **RDS** will attempt to contact (normally via telephone call) the Person/Business before proceeding with assessment procedures. If no response to the letter(s) or contact, **RDS** will proceed with assessment procedures as permitted by **LFUCG** and applicable law.

C. Additional collection steps shall include:

1. Physical inspection of business location.
2. Skip tracings steps including pulling credit report(s)

D. **RDS** will establish a collection point(s) for actual remittance of amounts due, with approval of **LFUCG**. Any changes shall require the approval of **LFUCG**.

1. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts for each type of tax collected. **Exhibit A shows an example of the deposit instructions.**

2. Posting Process: Taxpayer accounts are posted with payment information captured in the RDS revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change and address change is captured and added to payment data and taxpayer master file (as determined necessary by RDS). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by Kentucky state law or the Code. Under-payments are invoiced for remaining tax due plus any required penalties and interest.

E. Notification, Reporting to LFUCG: RDS will provide LFUCG with timely reports including, but not limited to, payment listings showing all monies received, a detail and summary reconciliation report that corresponds to LFUCG'S account numbers and all fees paid to RDS. Exhibit B is provided as an example of the type of information that will be provided.

F. Taxpayer service: RDS will provide a taxpayer assistance number for taxpayer questions.

G. Review and Appeal Process: RDS will use a review and appeals process which is based on the Kentucky Taxpayers' Bill of Rights.

H. LFUCG and RDS each agree to abide by any and all applicable federal, state, or local laws or regulations pertaining to the confidential treatment of the taxpayer information that is subject to this Agreement and to notify all of its employees or agents that will be performing services under this Agreement of such laws and regulations. RDS further agrees to obtain the signature of any such personnel that are authorized to request and receive Occupational License Fee or related tax information pursuant to this Agreement on the confidentiality agreement attached hereto as **Exhibit C**, which is incorporated herein by reference, and to provide copies of such signed agreements to LFUCG upon request.

I. RDS shall provide LFUCG with an annual audit of all of the monies collected herein in a form reasonably acceptable to LFUCG. Company Audit: Once a year RDS will have an auditor prepare an Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report is commonly called a SAS 70 Type II report and will be made available upon request.

4. OBLIGATIONS, DUTIES, RESPONSIBILITIES OF LFUCG.

A. LFUCG shall provide to RDS a contact person who will timely provide or authorize RDS to obtain the various tax database(s) necessary to proceed with collection efforts. LFUCG shall be under no obligation to change its existing formats or create new data bases.

B. LFUCG will provide RDS with updated monthly paid occupational tax reports to ensure proper reconciliation activities.

C. LFUCG shall assist RDS in ascertaining the appropriate amount of collection(s) in instances in which there is a legitimate dispute.

5. **COMPENSATION.** RDS will charge a contingency fee equal to thirty-five percent (35%) of any current or back tax dollars discovered by RDS as a) not being on the LFUCG's current tax roll and b) as being responsible for paying the tax, and c) where RDS has demonstrated an effort to reach and collect from taxpayer and collected either by RDS or LFUCG, (via direct pay). This shall only apply to tax dollars for years up until the time of the discovery, and shall not apply to any future tax dollars or years unless otherwise

stated herein. Upon termination of the Agreement **RDS** will continue to receive compensation only for those accounts that it has identified, and for which payment has yet to be made by the taxpayer. This post termination compensation shall cease in its entirety 120 days following the termination date of this Agreement.

6. **WITHDRAWALS.** **LFUCG** reserves the right to recall any account when, at its discretion they wish to pursue collection via a lawsuit. In those instances, the contingency fee due **RDS** will be equal to 20% of any amount collected. The 120 day collection period referred to in paragraph 5 above shall also apply to amounts collected on Withdrawn accounts.

7. **TERM.** This Agreement shall be for a term of one (1) year, and is automatically renewable for two additional one year periods, unless either party exercises its right to terminate the agreement upon providing the other party with at least thirty (30) days advance written notice.

8. **TERMINATION.** Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing thirty (30) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate. In addition, **LFUCG**, through its Council, the Mayor or his designee, may terminate this agreement for any reason whatsoever, with or without cause, by providing thirty (30) days advance written notice to **RDS**. Notwithstanding non-renewal or termination of this Agreement without cause, **LFUCG** is obligated to pay **RDS** for services performed through the effective date of termination for which **RDS** has not been previously paid. In addition, because the services performed by **RDS** prior to termination or non-renewal of this Agreement may result in the **LFUCG**'s receipt of revenue after termination which are subject to **RDS**' fee, the **LFUCG** shall remain obligated after termination or non-renewal to provide to **RDS** such information as is reasonably necessary for **RDS** to calculate compensation due as a result of the receipt of revenue by **LFUCG**. **LFUCG** shall remain obligated to pay **RDS**' invoices therefore in accordance with the terms of this Agreement.

9. INDEMNIFICATION AND INSURANCE.

i. "RDS" means the contractor and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.

ii. "LFUCG" means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest.

A. INDEMNIFICATION AND HOLD HARMLESS PROVISION

To the extent allowable by law, each party shall defend, indemnify, and hold harmless the other from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including reasonable defense costs and attorney's fees, that are connected with, or that arise, directly in whole or in part, from or by: (a) that party's negligent acts or misconduct, or errors or omissions, in connection with the performance of this contract; (b) that party's performance or breach of the contract provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use, and not caused by a negligent act or omission, or the willful misconduct of the non breaching and/or non performing party; or (c) the condition of any premises, equipment or other property being used or operated by that party in connection with the performance of this contract.

The provisions of this indemnity shall not be deemed a waiver of any third party defenses available to LFUCG, including but not limited to sovereign immunity.

This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this contract.

B. INSURANCE REQUIREMENTS

RDS shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subconsultants to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by RDS.

Coverage

Limits

General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$3 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000.00

The policies above shall contain the following conditions:

- a. LFUCG shall be named as an additional insured in the General Liability Policy.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations coverage or Premises and Operations Liability coverage unless it is deemed not to apply by LFUCG.
- d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

10. APPLICABLE LAW AND VENUE. The terms of this engagement shall be governed by the laws of the Commonwealth of Kentucky, both as to interpretation and performance. The venue for any litigation related to this Agreement shall be in the court of competent jurisdiction in Fayette County, Kentucky.

11. NO THIRD PARTY RIGHTS. This agreement does not create a contractual relationship with or right of action in favor of a third party against either LFUCG or RDS.

12. ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. **RDS** shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of **LFUCG**, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, **RDS** may assign this Agreement, in whole or in part, without the consent of **LFUCG** to any corporation or entity into which or with which **RDS** has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of **RDS**; or any corporation or entity which acquires all or substantially all of the assets of **RDS**. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.

13. FORCE MAJEURE. **RDS** shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.

14. SUBCONTRACTORS. **RDS** shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. **RDS**, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. **RDS** shall be solely responsible for and shall hold **LFUCG** harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.

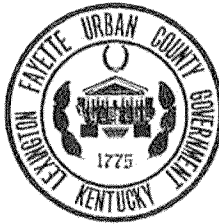
15. INTELLECTUAL PROPERTY RIGHTS. The entire right, title and interest in and to **RDS'** database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in **RDS**. The foregoing notwithstanding, in no event shall any **LFUCG**-owned data provided to **RDS** be deemed included within the Work Product. Notwithstanding the foregoing, **LFUCG** shall have the right to use all of the taxpayer information that is has obtained as a result of this Agreement without limitation.

16. NON-WAIVER. The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

17. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both parties hereto.

18. INVALIDITY. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

19. EFFECTIVE DATE. The effective date for the performance of services under the terms of this agreement shall commence _____ 1, 2009.



573-09

40

Lexington-Fayette Urban County Government
OFFICE OF INTERNAL AUDIT

Jim Newberry
Mayor

Joe Kelly
Senior Advisor for Management

DATE: September 18, 2009
TO: Mayor Jim Newberry, Urban County Council
FROM: Office of Internal Audit
RE: Sole Source Procurement

Through the attached Certificate of Sole Source Procurement and related documents, I am requesting approval to hire ACL to provide AuditExchange software and programming services to address data mining needs for the Office of Internal Audit. This product and service will significantly enhance Internal Audit's ability to examine financial transactions in the PeopleSoft and Mainframe environments, and to perform continuous monitoring of those transactions. A 2009 Institute of Internal Audit Software Survey reported that 51% of survey respondents engaged in data analysis use ACL, 53% engaged in fraud detection/investigation use ACL, and 58% engaged in data extraction use ACL.

ACL AuditExchange includes ACL Analytic Essentials, a collection of time-saving, general use analytics that are applicable to numerous audits and fraud detection situations designed around some of the most common auditing and accounting functions. These analytics are designed to enable auditors to conduct more efficient, consistent, and comprehensive financial audits. AuditExchange will also allow all Internal Audit staff to share, use, and re-use its analytics to ensure repeatable, high-quality, and consistent audits.

With Best Regards,

Bruce Sahli
Director of Internal Audit

CERTIFICATE OF SOLE SOURCE PROCUREMENT

573-09

41

Part I

TO: Mayor Newberry, Urban County Council

FROM: Bruce Sahli, Director of Internal Audit

DATE: September 18, 2009

I recommend the purchase of the following:

Software and programming services to address data mining and financial auditing needs of Internal Audit. This software and related programming services will significantly enhance Internal Audit's ability to examine financial transactions in the PeopleSoft and Mainframe environments, and utilize time-saving, general use analytics applicable to numerous audit and fraud detection situations designed around some of the most common auditing and accounting functions.

The software and programming services will be purchased from ACL for the total estimated price of \$51,837 without competitive bidding, on grounds that this is a sole source purchase because ACL AuditExchange is an exclusive product of ACL Services Ltd.

Funding is available in the Office of Internal Audit's FY 2010 Budget, which contains \$193,150 for Professional and Contractual Services for information technology audits.

Part II

I hereby certify that a sole source purchase exists as described above necessitating the above purchase without competitive bidding.

Filed with me this _____ day of _____, 20____.

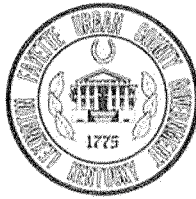
Mayor

Commissioner of Requesting Division

Approved as to legality:

Commissioner of Law

Commissioner of Finance



579-09

42

Lexington-Fayette Urban County Government
DEPARTMENT OF LAW

Jim Newberry
Mayor

Logan Askew
Commissioner

TO: Jim Newberry, Mayor
Members, Urban County Council

FROM: Department of Law

DATE: September 22, 2009

RE: Partial Release of Easement
149 Old Towne Walk

This memo is to request a Resolution authorizing the Mayor to sign a Partial Release of Easement, releasing a portion of a sanitary sewer easement on property located at 149 Old Towne Walk.

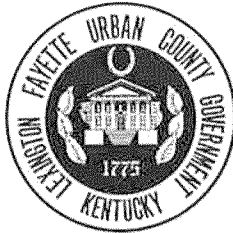
The proposed Release has been reviewed and approved by the Divisions of Engineering, Water Quality, and Traffic Engineering and the Department of Law. This action has no budgetary implication for LFUCG.

Edward W. Gardner
Attorney Sr.

Enclosure

cc: Joe Kelly, Mayor's Office
Council Office

X:\Cases\ENGINEER\09 CC0138\COR\00220668.DOC



574-09

43

Mayor Jim Newberry

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Division of Water Quality

MEMORANDUM

To: Jim Newberry, Mayor
Urban County Council

From: Mary Bennett MB
Engineering Technician

Date: September 2, 2009

Re: Approval for Right of Way Acquisition (Easements)
Project No. 561 – Rookwood Parkway Stormwater Improvement

The purpose of this memorandum is to request a resolution authorizing the acceptance of deeds of permanent storm sewer easements from the owners of record on properties for the Rookwood Parkway Stormwater Improvement project. Fair market values have been determined in the making of the offers.

The purpose of the acquisitions is storm water management and mitigation to the existing watershed. Recommendation for the purchase comes from the Division of Water Quality personnel. The DWQ staff agree that acquisition of the easements would allow for positive storm water mitigation in the immediate area.

Funds for the payment are currently budgeted in 2517 303204 3321 92211.

Approved by:

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

Cheryl Taylor, Commissioner
Department of Environmental Quality

Attachments

c: Darryl Bennett, P.E. Cristeta B. Cortez, P.E. Cassie Felty James Wray Yvonne Stone File

09.P561.406.bluerookwdpkwy

HORSE CAPITAL OF THE WORLD

301 Lisle Industrial Ave Lexington, KY 40511 (859) 425-2400

LexCall (859) 425-2255

www.lfucg.com

RECEIVED

SEP 16 2009

ENGINEER MB



585-09

44

Lexington-Fayette Urban County Government
DEPARTMENT OF ENVIRONMENTAL QUALITY

Jim Newberry
Mayor

Cheryl Taylor
Commissioner

TO: Mayor Jim Newberry
Urban County Council

FROM: Charles Martin, P.E., Director *CM*
Division of Water Quality

DATE: September 10, 2009

SUBJECT: Change Order Number 1 for Dixon Electric – Town Branch Primary Pump
Station Emergency Generator

The Division of Water Quality requests approval of Change Order #1 Change Order Number for Dixon Electric for the Town Branch Primary Pump Station Emergency Generator. Change Order #1 is for a reduction of \$95.42 for a revised total contract amount of \$360,560.58, resulting in a net decrease of 0.026% from the original contract. The original contract amount was \$360,656.00.

A section of sidewalk along the Effluent Pump Station Building had to be rebuilt as part of the original contract. Investigation showed that there were other sections of sidewalk adjacent to the building that should also be rebuilt for safety purposes. Therefore, it was decided that as long as the contractor was doing concrete work at the Primary Effluent Pump Station Building, this additional section of sidewalk should also be replaced. This new sidewalk construction cost will be \$1,500.00

In order to provide protection to the new generator from the numerous trucks and other vehicles coming into the plant, it was thought that it would be prudent and wise to have protective bollards constructed around the generator. The cost of these bollards will be \$3,623.80.

An electrical manhole was not used on the project and therefore the cost of the manhole was deducted from the contract. The amount of savings on this item was \$5,219.22 and will be credited back to the project costs.

cc: Cheryl Taylor, Commissioner, Department of Environmental Quality
Tiffany Rank, P.E., Senior Plant Engineer, Division of Water Quality

200 East Main Street • Lexington, KY 40507 • (859) 425-2255 •

200 East Main Street

Lexington, KY 40507

(859) 425-2255

www.lexingtonky.gov

HORSE CAPITAL OF THE WORLD

CONTRACT HISTORY FORMContractor: Dixon ElectricProject Name: Town Branch Waste Water Treatment Plant
Primary Effluent Pump Station Emergency GeneratorContract Number and Date: June 12, 2008Responsible LFUCG Division: Water Quality**CHANGE ORDER DETAILS**

Summary of Previous Change Orders to Date:

Dollar Amount**Percent Change to**
Original ContractA. Original Contract Amount: \$360,656.00B. Previous Change Order Total: \$0.000%
Line B/Line AC. Current Contract Amount: \$360,656.00D. Amount of this Change Order: -\$95.42-0.03%
Line D/Line AE. New Contract Amount: \$360,560.5899.97%
Line E/Line A**SIGNATURE LINES**REVIEWED BY: T. H. RaulDATE: 9/14/09DIVISION DIRECTOR: [Signature]DATE: 9/12/09

Change Order No. 1
Resolution # 118-2009
Town Branch Waste Water Treatment Plant
Primary Effluent Pump Station Emergency Generator

Lexington-Fayette Urban County Government
Lexington, Kentucky

OWNER: Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507

CONTRACTOR: Dixon Electric

SUMMARY OF INFORMATION

Date of Change Order:

Date of Contract: 12-Jun-08

Date of Notice
to Proceed 23-Sep-08

Official Start Date: 6-Oct-08

Length of Contract (calendar days): 180

Date of Contract Completion (final completion date): April 6, 2009

Previous Change in Contract Time (calendar days):

Change in Contract Date:

Change in Contract Time in CO #1 (calendar days):

Revised Contract Date (final completion date):

Original Contract Amount: \$360,656.00

Previous Change Order Total:

Current Contract Amount:

Change Order (1) Amount: -\$95.42

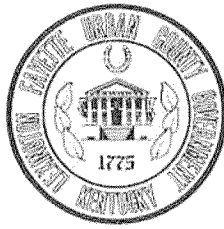
Revised Contract Amount: \$360,560.58

Percent Change from Original: 0%

Review attached information for **General Description**

Potential Change Orders									
Project:		Town Branch Waste Water Treatment Plant Primary Effluent Emergency Generator			Key Ow = Owner Om = Omission A/E = Architect/Engineer C = Contractor				
No.	Date	Brief Description		Price	Change Requested by				CO No.
					Ow	A/E	C	Om	
1	5/7/2009	Remove and replace sidewalk at the Primary Effluent Building. While contractor was replacing a section of sidewalk in this area, it was decided that simultaneously replacing an adjoining section of old sidewalk would be very labor efficient.		\$1,500.00	X				1
2	6/3/2009	Install protective bollards (9) around generator and pad. In order to provide protection to the emergency generator, cat walk, and concrete pad, LFUCG requested that protective bollards be constructed around the area.		\$3,623.80	X				1
3	7/8/2009	Electrical Manhole not used on project This manhole was not installed and consequently is being deducted from the project.		-\$5,219.22					1
4									
5									

585 - 09



586-09 48

Lexington-Fayette Urban County Government
DEPARTMENT OF ENVIRONMENTAL QUALITY

Jim Newberry
Mayor

Cheryl Taylor
Commissioner

TO: Mayor Jim Newberry
Urban County Council

FROM: Charles Martin, P.E., Director *CM*
Division of Water Quality

DATE: August 31, 2009

SUBJECT: Change Order #2 Herrick Company Inc.
— Town Branch WWTP Chlorination Equipment Replacement

The Division of Water Quality requests approval of change Order #2 for Herrick Company Inc. Change Order #2 is for \$15,200.00 increasing the total contract amount to \$273,543.00, resulting in a total increase of 10% from the original contract amount. This 10% increase also includes Change Order #1.

This change order will provide for installation of two new backflow preventers, the associated valves and piping, plus new ball valves and other pipes and fittings. The existing back flow preventers and other equipment are outdated and at the end of their functional lives. It is therefore our recommendation to replace this equipment.

The funds are fully budgeted in 4003-303401-3421-92711.

cc: Cheryl Taylor, Commissioner, Department of Environmental Quality
Tiffany Rank, P.E., Municipal Engineer Senior, Division of Water Quality

CONTRACT HISTORY FORMContractor: Herrick Company, Inc.Project Name: Town Branch WWTP
Chlorination Equipment ReplacementContract Number and Date: 945 31-Aug-09Responsible LFUCG Division: Water Quality**CHANGE ORDER DETAILS**

Summary of Previous Change Orders to Date:

Dollar Amount**Percent Change to**
Original Contract

A. Original Contract Amount:	\$248,500.00	<u>4%</u> Line B/Line A
B. Previous Change Order Total:	\$9,843.00	
C. Current Contract Amount:	\$258,343.00	
D. Amount of this Change Order:	\$15,200.00	<u>6%</u> Line D/Line A
E. New Contract Amount:	\$273,543.00	<u>110%</u> Line E/Line A

SIGNATURE LINES

REVIEWED BY:



DATE:

9/8/09

DIVISION DIRECTOR:



DATE:

9/7/09

Change Order No. 2
Resolution # 207-2008
Town Branch WWTP Chlorination Equipment Replacement

Lexington-Fayette Urban County Government
Lexington, Kentucky

OWNER: Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507

CONTRACTOR: Herrick Company, Inc
1385 Tracy Road
Lawrenceburg, KY 40342

SUMMARY OF INFORMATION

Date of Change Order:	July 7, 2009
Date of Contract:	September 18, 2008
Date of Notice to Proceed:	November 12, 2009
Official Start Date:	November 22, 2009
Length of Contract (calendar days):	180
Date of Contract Completion: (Final Completion Date)	May 1, 2009
Previous Change in Contract Time (calendar days):	90
Change in Contract Date:	July 30, 2009
Change in Contract Time inCO#2 (calendar days)	90
Revised Contract Date: (Final Completion Date)	October 1, 2009
Original Contract Amount	\$248,500.00
Previous Change Order Total:	\$9,843.00
Current Contract Amount:	\$258,343.00
Change Order (2) Amount:	\$15,200.00
Revised Contract Amount:	\$273,543.00
Percent Change from Original:	10%

Review attached information for **General Description**

Summary Chart for Change Order #2

Summary Chart for Change Order #2									
Project:			Key						
TB WWTP Chlorination Equipment Replacement Lexington, Kentucky Contract #945			Ow = Owner Om = Omission A/E = Architect/Engineer C = Contractor						
No.	Date	Brief Description	Price				Change Requested by		
			Ow	A/E	C	Om	CO No.		
2	7/7/2009	Change: CL2 Room - Replacing existing 3" backflow preventer with new 3" double check backflow preventer. Replace 20 PVC ball valves, pipe and fittings of various sizes. SO2 Room - Replace existing 3" backflow preventer with 3" double check backflow preventer. Replace 20 PVC ball valves, pipe and fittings of various sizes. Reason: The existing back flow preventers are old and at the end of their functional lives. It was decided to replace them while this construction was going on in order to have the back flow preventers upgraded to more modern, safer equipment. The ball valves, pipes and fittings to be replaced are partially related to the back flow preventers and the need to further update old, undependable equipment.	X	\$15,200.00					2
3									
4									
5									
TOTAL			\$15,200.00						

586-09



587-09

52

Jim Newberry, Mayor
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Parks & Recreation
Jerry Hancock, Director

MEMORANDUM

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

FROM: 
Jerry Hancock

RE: Donation

DATE: September 17, 2009

RECEIVED

SEP 21 2009

GENERAL SERVICES
COMMISSIONER'S OFFICE

This is a request for Council approval of a donation to Parks and Recreation of labor and materials from Cricket Communication, Inc. Cricket has proposed to repair and refurbish the four tennis courts at Valley Park. One will remain configured for tennis and the other three re-configured for speed soccer – in exchange for a two year naming rights agreement for the courts in Cricket's name and the agreement to place a banner and have their logo painted on the new tennis court surface. Cricket has agreed to use materials that conform to Parks standards and meet all of our safety requirements and to follow all guidelines and suggestions made by the Division of Parks and Recreation.

This agreement has the approval of the Neighborhood Association, The Valley Park Recreation Board, the Council district representative and The Parks Advisory Board. The value of the project is approximately + \$15,000 and is greatly appreciated by Parks and the patrons of Valley Park.

Please contact me if there are any questions.

CC: Kimra Cole, Commissioner of General Services

JEH/bac



588-09

53

Jim Newberry, Mayor
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Division of Parks & Recreation
Jerry Hancock, Director

MEMORANDUM

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

FROM: 
Jerry Hancock

RE: Facility Usage Contract

DATE: September 17, 2009

This is a request for Council approval of a Facility Usage Contract between the Fayette County Board of Education and the LFUCG Parks and Recreation, Kiddie Kapers Program

This Facility Usage Contract is for the purpose of using FCPS facilities for our Kiddie Kapers program for rental of the Norsworthy Auditorium for Saturday December 5, 2009.

Please contact me if there are any questions.

CC: Kimra Cole, Commissioner of General Services

JEH/bac

**EXHIBIT A****THIS IS NOT A BILL -- INVOICE TO FOLLOW****DESIGNATION OF FACILITY/GROUNDS, PERSONNEL AND EQUIPMENT**

APPLICANT: Lexington-Fayette Urban County Government
(Parks & Recreation)

USAGE FEE: **\$837.25**

FACILITY: IAKSS--Norsworthy Auditorium

DATE(S): Saturday, December 5, 2009

TIME(S): 10:00 am - 8:00 pm

AREA(S) TO BE USED	NO. AREAS	NO. HOURS PER AREA	TOTAL NO. HOURS	HOURLY UTILITY / MAINTENANCE FEE	TOTAL UTILITY / MAINTENANCE COST
Classroom / Library	0	0	0	\$20.50	\$0.00
Auditorium	1	10	10	\$42.75	\$427.50
Cafeteria	0	0	0	\$42.75	\$0.00
Kitchen	0	0	0	\$22.50	\$0.00
Gymnasium	0	0	0	\$60.00	\$0.00
Football Field	0	0	0	\$123.50	\$0.00
Running Track	0	0	0	\$51.50	\$0.00
Baseball Field	0	0	0	\$32.75	\$0.00
Softball Field	0	0	0	\$32.75	\$0.00
Other	0	0	0	\$17.25	\$0.00
Subtotal	-----	-----	-----	-----	\$427.50
DISTRICT EMPLOYEES (If Applicable)	NO. EMPLOYEES	NO. HOURS PER EMPLOYEE	TOTAL NO. HOURS	HOURLY PERSONNEL FEE	TOTAL PERSONNEL COST
Custodian(s)	1	11	11	\$37.25	\$409.75
Food Service Manager(s) II	0	0	0	\$38.85	\$0.00
Technical Support Staff	0	0	0	\$41.75	\$0.00
Law Enforcement Officer(s)	0	0	0	\$48.85	\$0.00
Other	0	0	0	\$0.00	\$0.00
Subtotal	-----	-----	-----	-----	\$409.75
Total	-----	-----	-----	-----	\$837.25

ADDITIONAL RENTAL FEES (If Applicable)					
	0	0	0	\$0.00	\$0.00
Grand Total	-----	-----	-----	-----	\$837.25

COMMENTS:**Provide sound system and lights.**



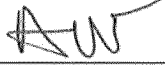
590-09

55

Lexington-Fayette Urban County Government

Mayor's Office of Economic Development

TO: Mayor Jim Newberry
Urban County Council

FROM: 
Anthony Wright
Mayor's Office of Economic Development

DATE: September 24, 2009

RE: IRB –Anchor Baptist Church, Inc.

Anchor Baptist Church, Inc. is requesting that the Lexington-Fayette Urban County Government issue Industrial Revenue bonds for the purpose of refunding outstanding revenue bonds previously issued by the Lexington-Fayette Urban County Government (LFUCG). The Series 2007 bonds were used for construction, installation, acquisition, renovation and equipment for the church facilities. The LFUCG Series 2009 bond issue will allow Anchor Baptist to obtain bank qualified financing at a reduced interest rate.

Anchor Baptist Church is requesting LFUCG to approve and issue bonds in an amount up to \$4,065,000. There is not cost or liability to the Urban County Government. The IRB Committee met and reviewed the application on September 24, 2009 and the Committee approved the application by unanimous vote and voted to waive the requirement of an inducement resolution since there is no new construction involved with this bond refunding.

cc: IRB Committee
David Barbarie, Law Department
Glenda George, Law Department
William O'Mara, Finance
Rebecca Langston, Council Office



591-09

56

Lexington-Fayette Urban County Government
DEPARTMENT OF LAW

Jim Newberry
Mayor

Logan Askew
Commissioner

TO: Jim Newberry, Mayor
Members, Urban County Council

FROM: Department of Law

DATE: September 23, 2009

RE: Hope VI Project – Equestrian View

Council authorization is requested to enter into a Memorandum of Understanding with the Housing Authority to allow the Housing Authority to begin construction of entrance signage for the Equestrian View neighborhood which is part of the Bluegrass Aspendale Hope VI project. The goal of the Housing Authority is to have the entrance complete for the neighborhood's tour of homes which is scheduled for the end of October.

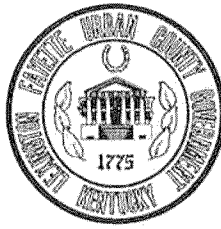
As you know, the Urban County Government is in the process of completing Shropshire Boulevard. Once the Boulevard is complete, a plat will be recorded dedicating the right-of-way. Parcels of land which will not be used as right-of-way, including those parcels where the signage is located, will be transferred to the Housing Authority, as necessary, for completion of the Hope VI project.

If you have any questions or need additional assistance, please let me know.



Glenda Humphrey George, Attorney Sr.

Cc: Joe Kelly, Sr. Advisor
Rebecca Langston, Council Office
Andrea James, 1st District Councilmember



592-09

57

Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry
Mayor

William O'Mara
Acting Commissioner

To: Mayor Jim Newberry
Urban County Councilmembers

From: Bill O'Mara, Acting Commissioner
Finance and Administration *WPS*

Date: September 24, 2009

Subject: Authorizing Issuance of Sewer Bonds
Authorizing Reimbursement for Sewer Construction Projects
Authorization for Acceptance of Successful Bid

Authorization is requested to issue \$35,805,000 taxable sewer system revenue bonds, series 2009 (Build America Bonds – Direct Pay) for improvements, extensions, and betterments to the sewer system. The bond is authorized in the 2009 and 2010 budgets. Additional annual debt service will be approximately \$2.5 million per year.

Council is requested to approve the ordinance authorizing the issuance of the notes to be given first reading October 1, 2009 and second reading October 15, 2009, and a resolution authorizing reimbursement for funds already expended for first reading October 1, 2009 and second reading October 15, 2009. A resolution accepting the successful bid will need to be on the docket at the council meeting October 15, 2009 and be given first and second reading. Ordinance and resolutions are required documents for this bond sale.

Representatives from Water Quality, bond counsel, and financial advisers will be available to address any questions related to the financing at the October 29, 2009 Council Work Session.

ORDINANCE NO. __-2009

ORDINANCE OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$35,805,000 PRINCIPAL AMOUNT OF TAXABLE SEWER SYSTEM REVENUE BONDS, SERIES 2009 (BUILD AMERICA BONDS - DIRECT PAY), DATED OCTOBER 1, 2009 (SUBJECT TO PLUS OR MINUS 10% ADJUSTMENT AS TO PRINCIPAL UPON THE SALE THEREOF) FOR THE PURPOSE OF FINANCING A MAJOR CAPITAL EXPENDITURE PROGRAM FOR THE CONSTRUCTION OF SANITARY SEWER FACILITIES; SETTING FORTH THE TERMS AND CONDITIONS UPON WHICH SAID SERIES 2009 BONDS ARE TO BE ISSUED AND OUTSTANDING; MAKING CERTAIN AMENDMENTS TO ORDINANCE NO. 96-2001 ADOPTED ON MAY 3, 2001 AND RELATING TO THE URBAN COUNTY GOVERNMENT'S SEWER SYSTEM REFUNDING REVENUE BONDS, SERIES A AND B OF 2001 AND TAKING OTHER RELATED ACTIONS.

* * * * *

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
TAXABLE SEWER SYSTEM REVENUE BONDS, SERIES 2009
(BUILD AMERICA BONDS - DIRECT PAY)

DATED OCTOBER 1, 2009

RESOLUTION NO. _____

RESOLUTION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ACCEPTING THE LOWEST AND BEST BID RECEIVED FOR THE PURCHASE OF \$35,805,000 PRINCIPAL AMOUNT OF LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT TAXABLE SEWER SYSTEM REVENUE BONDS, SERIES 2009 (BUILD AMERICA BONDS – DIRECT PAY), DATED OCTOBER 1, 2009 AND PROVIDING FOR THE INTEREST RATES AND BOND MATURITIES IN RESPECT OF SUCH SERIES 2009 BONDS AND TAKING OTHER RELATED ACTIONS.

WHEREAS, notice of the sale of \$35,805,000 principal amount of “Lexington-Fayette Urban County Government Taxable Sewer System Revenue Bonds, Series 2009 (Build America Bonds – Direct Pay),” dated October 1, 2009 (the “Series 2009 Bonds”), has heretofore been advertised in strict compliance with all requirements of the laws of the Commonwealth of Kentucky; and

WHEREAS, all bids received for the purchase of said Series 2009 Bonds from the Lexington-Fayette Urban County Government (the “Issuer”) have been duly considered and are collectively attached to this Resolution as **Exhibit No. 1**; and

WHEREAS, the determination as to which bid received is the bid with the most favorable interest cost to the Issuer has been sufficiently considered,

NOW, THEREFORE, BE IT RESOLVED BY THE URBAN COUNTY COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, AS FOLLOWS:

Section 1. The bid of _____ (the “Successful Purchaser”) for the purchase of the Series 2009 Bonds in the principal amount of \$35,805,000 (as adjusted) is hereby accepted and confirmed, said bid being at a true interest cost of ____%. The Series 2009 Bonds shall mature as to principal and bear interest as shown in **Exhibit No. 2** attached hereto.

Section 2. All other bids for the Series 2009 Bonds are hereby rejected, and the Commissioner of Finance is ordered to deposit and hold the good faith deposit of the Successful Purchaser in accordance with the provisions of the Notice and Official Terms and Conditions of Bond Sale.

Section 3. The Series 2009 Bonds shall be prepared for issuance in a form substantially as enacted by the Issuer in its Ordinance No. ____-2009 (the “Ordinance”) adopted on October 15, 2009. The Series 2009 Bonds shall be delivered by the Commissioner of Finance and/or other Authorized Officers, as defined in the Ordinance, of the Issuer to the Successful Purchaser. The proceeds of the Series 2009 Bonds shall be used and applied only as provided in the Ordinance.

Section 4. The lowest and best bid of the Successful Bidder identified above is accepted, subject to the conditions and restrictions set forth in the official Notice and Official Terms and Conditions of Bond Sale in respect of the Series 2009 Bonds.

Section 5. All Resolutions and Orders, or parts thereof, in conflict herewith, are hereby amended or repealed to the extent of such conflict, and this Resolution shall be effective immediately upon its adoption.

Section 6. This Resolution shall be in full force and effect from and after its adoption.

Introduced and Given First Reading, October 15, 2009. Given Second Reading and Enacted, October 15, 2009.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

(SEAL)

By: _____
Jim Newberry, Mayor

ATTEST:

By: _____
Susan Lamb
Clerk of the Urban County Council

PUBLISHED: _____, 2009

RESOLUTION NO. _____

RESOLUTION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, AUTHORIZING THE SEWER REVENUE BOND FINANCING OF (I) A CAPITAL EXPENDITURES PROGRAM FOR THE FINANCING OF ADDITIONS, EXTENSIONS AND IMPROVEMENTS TO THE SANITARY SEWER SYSTEM OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, (II) FUNDING NECESSARY RESERVES AND PROVIDING FOR COSTS OF ISSUANCE AND UNDERWRITING DISCOUNT WITH RESPECT TO SUCH BONDS AND (III) STATING THE REASONABLE EXPECTATION OF THE URBAN COUNTY GOVERNMENT TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES MADE IN RESPECT OF SUCH CAPITAL EXPENDITURES PROGRAM PRIOR TO ITS ISSUANCE OF SEWER REVENUE BONDS.

WHEREAS, the existing sewer system of the Lexington-Fayette Urban County Government (the "Issuer") constitutes a revenue-producing, governmentally owned public project (the "System"), and

WHEREAS, the System requires substantial additions, extensions and betterments, including, but not limited to, replacement and elimination of various pumping stations, major trunk line rehabilitation and other related facilities. Such improvements, extensions and betterments are described in **Exhibit No. 1** attached hereto (the "Construction Program"); and

WHEREAS, under the provisions of Sections 82.082, 67A.060, and 58.010 through 58.140, inclusive, of the Kentucky Revised Statutes, the Issuer is authorized to issue its Taxable Sewer Revenue Bonds, Series 2009 (Build America Bonds – Direct Pay) (the "Bonds") to provide necessary funds for the Construction Program, fund necessary reserves for the Bonds and pay costs associated with the issuance of the Bonds; and

WHEREAS, the Issuer has determined that it is essential and necessary to make capital expenditures for purposes of the Construction Program of approximately \$32,800,000.

NOW, THEREFORE, BE IT RESOLVED BY THE URBAN COUNTY COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, AS FOLLOWS:

Section 1. The statements of fact set forth in the preambles to this Resolution are hereby incorporated by reference in this Resolution and are declared to be true and accurate in all respects.

Section 2. The issuance of the Bonds to fund the Construction Program, to fund necessary reserves associated with the Bonds and to pay costs of issuance associated with the Bonds is hereby approved, as is the construction of the various items constituting the Construction Program.

Section 3. The Issuer shall, as necessary, fund the Construction Program on an interim basis pending receipt of the proceeds of the Bonds by temporary advances from the funds and accounts of the System available therefor. The Issuer shall thereafter issue the Bonds for the purpose of funding all or part of the net costs of the Construction Program and shall, to the extent any such interim advances shall have been made in respect of the Construction Program, reimburse such advances from the proceeds of the Bonds.

Section 3. In accordance with the provisions of United States Treasury Regulation Section 1.150-2 (the "Reimbursement Regulation") the Issuer hereby determines and states that:

- (i) The Issuer reasonably expects that, in accordance with the Reimbursement Regulation, it will reimburse itself from the proceeds of the Bonds for certain capital expenditures made in connection with the planning, design, acquisition, construction and equipping of the Construction Program incurred prior to the issuance of the Bonds.
- (ii) The Issuer reasonably expects that such reimbursement will occur within 18 months from the later of (i) the expenditure for payment of said costs or (ii) the placing of the various items constituting the Construction Program in service, but in no event more than 3 years after the date the expenditure is paid.
- (iii) This Resolution is intended to constitute a "declaration of official intent" pursuant to the Reimbursement Regulation.
- (iv) The maximum principal amount of Bonds to be issued for the Construction Program (including costs of issuance of the Bonds and related costs) is \$35,805,000.

Section 5. This Resolution shall be in full force and effect from and after its adoption.

URBAN COUNTY COUNCIL
PLANNING COMMITTEE SUMMARY

September 22, 2009

The Planning Committee was convened at 1:02 PM. All committee members were present except Beard and James. Martin and Lane attended as non voting members.

I. Student Housing Task Force - Lawless

Mike Meuser, Chair of the Student Housing Task Force gave a brief overview of the mission and scope of the task force which was to examine the issue of student housing rentals, including single family homes in certain geographical areas within residential neighborhoods in Lexington, KY. He covered highlights of the task force report (which was also included in the committee packet). He went over list of special recommendations to the University of Kentucky and stakeholders in student housing issues, which were, 8 enforcement options for immediate action and 7 expanded policy options.

Chair Gorton the opened the floor to public comment.

More than 80 citizens signed up to speak on this issue.

David Burton, member of the Task Force, wanted to go on record stating 90-95% of citizens at today's meeting were again the recommendations proposed in the Task Force report.

Several speakers felt the real issue was handling impact of things like trash, noise and parking, which there are already ordinances on the books to address many of the problems raised in the report, urging the committee not to implement new measures but enforce existing laws and work together with students and the community.

Many referred to the goal of keeping young professionals in Lexington, saying this plan does not encourage that. Others said it's discriminatory to segregate students to specific neighborhoods and flies in the face of a college town philosophy.

Several landlords and representatives of apartment facilities spoke on rental licensing saying oversight and enforcement would be difficult. Pointing out how many rental units this would effect in Fayette County. Referring to the house buy back program saying considering the current state of the economy it does not make sense and were concerned about oversight of the program.

Due to interest in this issue, and number of citizens wishing to speak a special Planning Committee meeting was scheduled for Monday, October, 5, 2009 at 1:00 pm in Council Chambers.

2. Items Referred to Committee

There was not adequate time to review this item at today's committee meeting.

. Meeting convened at 3:00 pm



Mayor Jim Newberry
LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT
Office of the Chief of Staff

To: Mayor Newberry and Urban County Council Members

From: Charles M. Milward, Project Manager

Date: September 23, 2009

Subject: Monthly Report #1 of Change Orders for Lyric Theatre

In accordance with Section 1 of Resolution No. 593-2009 (copy attached), I am submitting this report of the status of Change Orders to Denham-Blythe's contract for construction of the Lyric Theatre Construction and Addition. There were two (2) change orders approved in September, Numbers 1 and 2. Attached is a summary of all change orders approved to date.

Please contact me if you need additional information about this report.

Attachment

Cc: Shaye Rabold
Brian Marcum
w/a

HORSE CAPITAL OF THE WORLD

200 East Main Street Lexington, KY 40507 (859) 258-3826 Fax 859-258-3879 www.lfucg.com

LYRIC THEATRE

Contractor: Denham-Blythe
Original contract: \$5,560,322.66

September 23, 2009

[illegible]

Project Manager: Charlie Milward, 258-3826

RESOLUTION NO. 593 - 2009

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDERS TO THE CONTRACT FOR THE LYRIC THEATRE RENOVATION ADDITION WITH DENHAM-BLYTHE COMPANY, INC. SUBJECT TO SPECIFIC CONDITIONS.

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 Change Orders to the contract for the Lyric Theatre Renovation and addition with Denham-Blythe Company, Inc., subject to the following conditions:

No individual change order increase exceeds Fifteen Thousand Dollars (\$15,000) (0.27% of the original bid amount),

No change order materially changes the scope of the project or contract,

The cumulative total increase for all change orders executed pursuant to this Resolution does not exceed One Hundred Fifty Thousand Dollars (\$150,000) (2.7% of the original bid amount),

Budgeted funds are available to cover change order increases,

Any and all change order decreases are authorized,

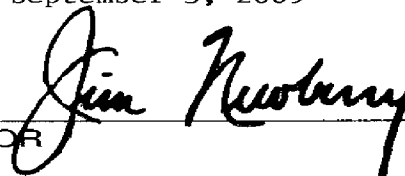
A summary of all change orders executed by this arrangement will be furnished to the Urban County Council monthly, unless more frequent reporting is requested.


Section 2 - All change orders that fall within these conditions will be reviewed and recommended by the consulting architect (Tate-Hill-Jacobs) and their sub-consultants, by the Urban County Government's Project Manager, and by the Mayors Chief of Staff to assure need, appropriateness and accuracy. The reviews will be conducted prior to submittal of such change orders to the Mayor for signature. Any change orders that do not comply with these conditions will be submitted to the Council for authorization by the normal blue-sheet process.

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


PASSED URBAN COUNTY COUNCIL: September 3, 2009

MAYOR






Department of Environmental Quality




**Water Quality Management Fee
Implementation Status Report
September 29, 2009**




Objectives

- ❑ Consistent Interpretation of Ordinance Provisions
- ❑ Effective Service Account Management
- ❑ Responsive Customer Service
- ❑ Inform Customers of Upcoming Fee
- ❑ Launch Billing Cycle – January 2010



Fee Implementation Efforts

- ❑ Policy Workgroup – identify ordinance interpretation issues / develop written policies for consistent application.
- ❑ Billing Workgroup – coordinate with KAWC and AMEC to develop data management tools for account management.
- ❑ Customer Service Workgroup – staff, equip and train temporary Fee Implementation Team.
- ❑ Public outreach via mass mailings and public forums.



Policy Workgroup Highlights

- ❑ Develop appeals process.
- ❑ Develop account maintenance procedures.
- ❑ Develop policies that establish decision trees and resulting workflow.
- ❑ Coordinate Incentive Program development.



Billing Workgroup Highlights

- ❑ Coordinate application of WQ fee on KAWC bills.
- ❑ Aggregation of contiguous parcel / single owner billing mechanism.
- ❑ Development of customer service tools / software. Multi-screen application:
 1. Front end LFUCG database with map viewer.
 2. KAWC database for confirming premise accuracy.
 3. LexCall



Customer Service Workgroup Highlights

- ❑ Town Branch WWTP conference room converted to WQMF Support Center.
- ❑ Six temporary employees staffing support center.
- ❑ Training will begin immediately in support of October 1, 2009 single parcel / multi-premise mailing.
- ❑ Customer Service Workflow

LexCall » WQ Call Center



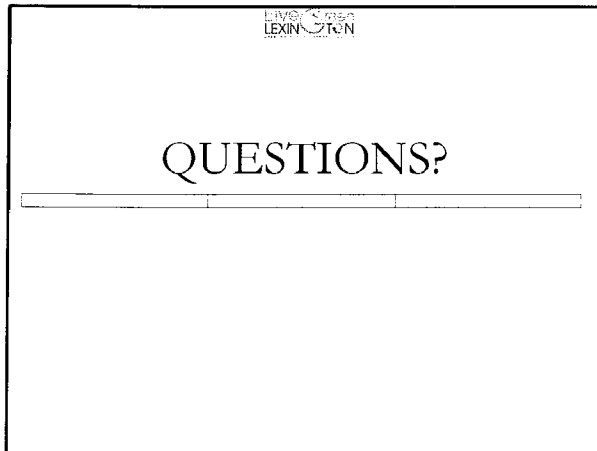
Public Outreach Efforts

- ❑ September 29, 2009 – direct mailing to identified religious institutions. Meeting dates / times / locations:
 - October 12, 2009 @ 6:30 pm, Fayette County Schools Administrative Building / Norsworthy Auditorium – 701 East Main Street.
 - October 15, 2009 @ 5:30 pm, Fayette County Extension Office – 1140 Red Mile Place.



Public Outreach Efforts

- ❑ October 1, 2009 - Direct mailing to all identified single parcel / multi-premise accounts.
- ❑ Survey results completed to date found that more than 50% of businesses surveyed are unaware of upcoming fee.
- ❑ Beginning in November, utilize media outlets to inform community about upcoming fee.



Understanding FCC Narrowbanding Requirements

Key Points About FCC Narrowbanding Requirements

- Most current public safety radio systems use 25 kHz-wide channels.
- The Federal Communications Commission (FCC) has mandated that all non-Federal public safety licensees using 25 kHz radio systems migrate to narrowband 12.5 kHz channels by January 1, 2013.
- Agencies that do not meet the deadline face the loss of communication capabilities.
- Agencies need to start planning now to migrate to narrowband systems by assessing their current radio equipment and applying for new or modified licenses.

Overview

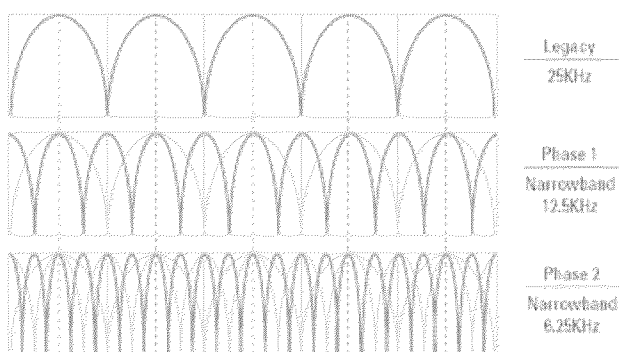


Figure 1: Narrowband channels allow additional channels to exist in the same spectrum.

Private land mobile radio (LMR) systems—including municipal government and State and local public safety systems—use blocks of radio spectrum called channels. (See Radio Spectrum9766.) Historically, LMR systems have used 25 kHz-wide channels. In December 2004, the Federal Communications Commission mandated that all private LMR users operating below 512 MHz move to 12.5 kHz narrowband voice channels and highly efficient data channel operations by January 1, 2013. [1] This migration complements a National Telecommunications and Information Administration mandate for more rapid Federal agency migration to 12.5 kHz narrowband operation by January 1, 2008. The earlier Federal deadline affects State and local FCC licensees that interface or share frequencies with Federal radio systems. [2]

Using narrowband channels will ensure that agencies take advantage of more efficient technology and, by reducing channel width, will allow additional channels to exist within the same spectrum space, as illustrated in figure 1.

To phase in the migration deadline of January 1, 2013, the FCC has established interim deadlines. The first important deadline is January 1, 2011, after which:

- The FCC will not grant applications for new voice operations or applications to expand the authorized contour of existing stations that use 25 kHz channels. Only narrowband authorizations will be granted.
- The FCC will prohibit manufacture or importation of new equipment that operates on 25 kHz channels. This will reduce the availability of new equipment for legacy radio systems and will affect how agencies maintain and upgrade older systems.

Planning for the Move to Narrowband

Public safety agencies need to aggressively develop a strategy to meet narrowband deadlines to avoid cancellation of existing wideband FCC authorizations. Although the migration deadline may seem far off, the long lead time and interim deadlines make it necessary for agencies to plan well in advance.

Assess current equipment and start planning. To prepare for the migration, public safety agencies should start assessing their radio systems and planning for replacements or upgrades. They should inventory their current equipment to ascertain what can be converted to 12.5 kHz and what will need to be replaced before January 1, 2013. Most new equipment has the capability for both 25 kHz and 12.5 kHz operation because any VHF/UHF radio equipment accepted by the FCC after February 14, 1997, had to have 12.5 kHz capability. The 12.5 kHz narrowband equipment is available in both conventional analog FM and digital formats (such as Project 25), so narrowband conventional FM systems will be compliant. Local governments should develop contingency plans to accommodate system changes for both public safety and nonpublic safety systems.

Obtain new or modified licenses. To move to narrowband operations, agencies must apply for new frequencies or modify existing licenses. An agency that is licensed for a 25 kHz-wide channel is not guaranteed two 12.5 kHz channels. Licensees will have to justify to the FCC why they need additional channels. Consideration of applications for new narrowband licenses will follow the same process as a new license application. As agencies migrate to narrowband operation, however, the pool of available frequencies will increase.

Source: <http://www.ojp.usdoj.gov/nij/topics/technology/communication/fcc-narrowbanding.htm>

Lexington-Fayette

Radio Interoperability Project

Calendar Dates	FY 2010		FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016
	Sept 2009 - June 2010		July 2010 - June 2011	July 2011 - June 2012	July 2012 - Jan 2013	July 2013 - June 2014	July 2014 - June 2015	July 2015 - June 2016
	Phase 1				Narrow Banding			
800 Upgrade	\$6,634,612		\$3,005,978	\$48,700	\$451,455	\$466,923	\$483,009	\$499,739
Maintenance			\$185,000	\$33,168	\$139,826	\$146,818	\$154,159	\$161,867
VHF Upgrade	\$1,477,000		\$180,000	warranty	warranty	warranty	\$102,360	\$106,455
Maintenance	\$200,000		\$2,064,208	<u>\$7,499,679</u>	<u>\$7,751,092</u>	warranty	warranty	warranty
Fiber by LFUCG								
Subscriber Units - stage 1								
Subscriber Units - stage 2*								
Subscriber Units - stage 3*								

*retail cost, to be bid Jan 2011

Totals: \$8,311,612 \$5,435,186 \$7,581,547 \$8,342,373 \$613,741 \$739,528 \$768,061