

**URBAN COUNTY COUNCIL  
SCHEDULE OF MEETINGS  
May 3-May 10, 2010**

**Monday, May 3**

Fire Disciplinary Hearing.....**CANCELLED**  
Council Chambers-2<sup>nd</sup> Floor Government Center

Special Meeting-Fayette Co Rural Land Management Board.....3:00 pm  
Conference Room-12<sup>th</sup> Floor Government Center

**Tuesday, May 4**

Council Links Meeting-Social Services.....8:00 am  
Conference Room-5<sup>th</sup> Floor Government Center

Council Committee of the Whole (COW) Quarterly Meeting: Budget Planning.....10:00 am  
Conference Room-5<sup>th</sup> Floor Government Center

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

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

**Wednesday, May 5**

Council Links Meeting-Public Safety: Division of Police/ABC.....10:00 am  
Conference Room-5<sup>th</sup> Floor Government Center

Council Links Meeting-Public Safety: Emergency Management/Enhanced 9-1-1.....11:00 am  
Conference Room-5<sup>th</sup> Floor Government Center

Council Links Meeting-Public Safety: Code Enforcement.....11:30 am  
Conference Room-5<sup>th</sup> Floor Government Center

Council Links Meeting-Public Safety: Community Corrections.....1:00 pm  
Conference Room-5<sup>th</sup> Floor Government Center

Council Links Meeting-Public Safety: Division of Fire & Emergency Services.....1:30 pm  
Conference Room-5<sup>th</sup> Floor Government Center

Council Links Meeting-Public Safety: Animal Control.....2:30 pm  
Conference Room-5<sup>th</sup> Floor Government Center

Masterson Station Park Advisory Board Meeting.....6:00 pm  
Lion's Club Building-Masterson Station Park

**Thursday, May 6**

Council Links Meeting-Finance/Social Services.....1:30 pm  
Conference Room-10<sup>th</sup> Floor Government Center

Building Inspection Task Force Meeting.....2:00 pm  
Conference Room-5<sup>th</sup> Floor Government Center

Council Committee of the Whole Budget Meeting-Revenue Projections.....4:00 pm  
Council Chambers-2<sup>nd</sup> Floor Government Center

Council Meeting.....7:00 pm  
Council Chambers-2<sup>nd</sup> Floor Government Center

**Friday, May 7**

No Meetings

**Monday, May 10**

No Meetings

**LEXINGTON-FAYETTE URBAN COUNTY COUNCIL**

**WORK SESSION AGENDA**

**May 4, 2010**

- I. Public Comment – Issues on Agenda**
- II. Requested Rezoning / Docket Approval – Yes**
- III. Approval of Summary-Yes, April 27, 2010, pp.7-10**
- IV. Budget Amendments – Yes, pp.11-14**
- V. New Business, pp.16-60**
- VI. Continuing Business / Presentations**
  - A. Committee of the Whole-continuation**
  - B. Committee of the Whole Budget, pp.61-64**
  - C. Address Posting Progress Report**  
**Mr. David Lucas, Enhanced 911 Director**
  - D. Parking Authority**  
**Mr. Gary Means, Parking Authority Executive Director**
- VII. Council Report**
- VIII. Mayor's Report – Yes**
- IX. Public Comment – Issues Not on Agenda**

## ADMINISTRATIVE SYNOPSIS

### New Business Items

- A. Authorization to Accept an Award from the Kentucky Commission on Fire Protection, Personnel, Standards and Education on Behalf of the Department of Public Safety, Division of Fire & Emergency Services – FY2011. (206-10) (P. King/Bennett)  
This request will authorize the acceptance of state funds in the amount of \$1,976,715 from the Kentucky Commission on Fire Protection, Personnel, Standards and Education on behalf of the Division of Fire & Emergency Services. Funds will provide eligible firefighters with supplemental pay for participation in various training programs. Each eligible firefighter (545 sworn officers) will receive \$3,100 in supplemental pay for a total of \$1,689,500. In addition, 17.00% of that total is contributed toward the pension of participants for a total of \$287,215. No matching funds are required.**p.16**
- B. Authorization to Accept an Award from the Kentucky Justice and Public Safety Cabinet (JPSC) on Behalf of the Department of Public Safety, Division of Police – FY2011. (207-10) (P. King/Bennett)  
This request will authorize the acceptance of state funds in the amount of \$2,063,768 from the Kentucky JPSC on behalf of the Division of Police. Funds will provide eligible police with supplemental pay for participation in various training programs. Each eligible police officer (569 sworn positions) will receive \$3,100 in supplemental pay for a total of \$1,763,900. In addition, 17.00% of that total is contributed toward the pension of participants for a total of \$299,868. No matching funds are required.**p.17**
- C. Authorization of a Facility Usage Agreement between LFUCG and the Ruby E. Bailey Family Services Center, Inc. (209-10) (Bennett/Helm).  
This request will authorize a Facility Usage Agreement between LFUCG and the Ruby E. Bailey Family Services Center, Inc. for space at the Center at no cost. The Divisions of Police and Youth Services will expand programs into in the Woodhill community. LFUCG is responsible for telephone and cable services for the Divisions at a cost of \$2,137.00. Funds are budgeted.**pp.18-23**
- D. Authorization to Submit Grant Application to the National Police Athletic / Activities Leagues, Inc. and Accept Award if Offered, on Behalf of the Department of Public Safety, Division of Police, for Continuation of the Police Activities League Youth Enrichment Program (PALYEP). (210-10) (P. King/Bennett)  
This request will authorize the submission of a grant application for federal funds in the amount of \$8,000 from the National Police Athletic/Activities Leagues, Inc. on behalf of the Division of Police for continuation of PALYEP. The program provides athletic, recreational, educational, and cultural programs to reduce juvenile crimes and the risk of youths becoming victims of crimes. Funds are from the US Department of Justice, Office of Juvenile Justice and Delinquency Prevention. No matching funds are required.**p.24**

E. Authorization to Submit Grant Applications to the Kentucky Office of Homeland Security on Behalf of the Department of Public Safety, Divisions of Fire & Emergency Services and Police under the Homeland Security Grant Program – FY2010. (211-10) (P. King/Bennett)

This request will authorize the submission of grant applications for federal funds to the Kentucky Office of Homeland Security under the Homeland Security Grant Program.

- Funds in the amount of \$99,384 for the **Public Safety Dive Team** to be organized and maintained within the Technical Rescue Program.
- Funds in the amount of \$108,000 for the **Purchase of multi-band portable radios** to facilitate interoperable communications between Police, Fire, and E 9-1-1.
- Funds in the amount of \$131,700 for the purchase of equipment for the **Hazardous Devices Unit**.
- Funds in the amount of \$698,000 for the purchase and installation of **Mobile Data Computers** for the Division of Police, Transylvania University Police, Kentucky Horse Park Police, Bluegrass Airport Public Safety, Fayette County School Security and Fayette County Sheriff.
- Funds in the amount of \$73,687.50 for the purchase of **CBRNE Equipment** for the Division of Police Emergency Response Unit and the Aviation Unit.

No matching funds are required.**pp.25-26**

F. Authorization to Submit Grant Application to the US Department of Homeland Security on Behalf of the Department of Public Safety, Division of Fire & Emergency Services under the 2010 Assistance to Firefighters Grant Program. (212-10) (P. King/Bennett)

This request will authorize the submission of a grant application in the amount of \$86,400 to the US Department of Homeland Security on behalf of the Division of Fire & Emergency Services under the 2010 Assistance to Firefighters Grant Program for purchase of eleven (11) video enabled laryngoscope intubation devices for the EMS supervisor's vehicle and the Emergency Care Units. A 20% (\$21,500) local match is required and has been requested from the FY2011 General Fund budget. Total cost is \$108,000.**p.27**

- G. Authorization to Submit Grant Application to the US Department of Justice (DOJ) on Behalf of the Department of Public Safety, Divisions of Police and Fire & Emergency Services and the Fayette County Sheriff's Office under the Bullet Proof Vest Partnership Grant Act of 1998 – FY2011. (213-10) (P. King/Bennett)  
This request will approve the submission of a grant application for funds in the amount of \$86,640 from DOJ for purchase of 198 bulletproof vests for the Division of Police and 30 bulletproof vests for the Division of Fire & Emergency Services at a cost of \$760 per vest. A 50% (\$86,640) local match is required and has been requested from the FY2011 General Fund budget. Total project cost for the Divisions is \$173,280. The Fayette County Sheriff's Office has requested funds in the amount of \$3,670 for the purchase of ten (10) bulletproof vests at a cost of \$734 per vest. The Fayette County Sheriff's Office will provide the match of \$3,670 from their own budget. Total project cost for the Sheriff's Office is \$7,340.**p.28**
- H. Authorization of a Contract with HedgeHog, Inc. for Reverse Auction Services. (208-10) (Marcum/Rumpke)  
This request will authorize the approval of a contract with HedgeHog, Inc. for reverse auction services.**pp.29-36**
- I. Authorization of an Agreement with MSB for Collection Services for Delinquent Fees, Fines, or Taxes. (223-10) (Marcum/Rumpke)  
This request will authorize the approval of an Agreement with Gila Corporation d/b/a Municipal Services Bureau (MSB) for collection services for delinquent fees, fines or taxes of the government.**pp.37-41**
- J. Authorization to Execute Assistance Amendment to Award from the Environmental Protection Agency Under the Environmental Justice Small Grant Program. (224-10) (P. King/Bush)  
This request will authorize the Execution of an Assistance Amendment to Award from the Environmental Protection Agency in the amount of \$20,000 under the Environmental Justice Small Grant Program. The Department of Environmental Quality has determined that the original scope of work cannot be implemented and has proposed a revised workplan to EPA. No matching funds are required.**pp.42-44**
- K. Authorization of Change Order No. 1 to Contract with G & G Paving Regarding the Coolavin Parking Lot Project – FINAL. (214-10) (Hancock/Cole)  
This request will authorize approval of Change Order No. 1 to increase contract amount by \$9,599 with G & G Paving regarding the Coolavin Parking Lot Project. The original contract amount was \$18,900. Final contract amount is \$28,499. Funds are budgeted.**pp.45-47**

- L. Authorization to Accept an Award Offered by the Kentucky Department of Natural Resources (DNR), Division of Forestry on Behalf of the Department of Public Works & Development, Division of Streets, Roads & Forestry under the Urban and Community Forestry Grant Program – FY2010. (215-10) (P. King/Webb)  
This request will authorize the acceptance of an award of federal funds in the amount of \$3,153 from the DNR, Division of Forestry on behalf of the Division of Streets, Roads & Forestry under the Urban and Community Forestry Grant Program. Funds will be used for two (2) forestry employees to attend the 2010 International Society of Arboriculture Conference and Trade Show in Chicago, Illinois. A 50% (\$3,153) local match is required and will come from documented staff time of existing personnel within the Division. The source of funds is the US Department of Agriculture, Cooperative Forestry Assistant Act of 1978 as amended. Total cost is \$6,306.**p.48**
- M. Authorization to Accept Award Offered by the Kentucky Transportation Cabinet (KYTC) on Behalf of the Department of Public Works & Development for the Illuminated Street Name Signs Project, Phase 1 and 2 - FY2010. (216-10) (P. King/Webb)  
This request will authorize the acceptance of federal funds in the amount of \$365,000 offered by KYTC on behalf of the Department of Public Works & Development for the Illuminated Street Name Signs Project, Phase 1 and 2. Phase 1 will cover strategic community-wide intersections near the Kentucky Horse Park along Newtown Pike and US 27 corridors to the Jessamine County line in preparation of the 2010 World Equestrian Games. Phase 2 will cover larger community intersections, and approximately 100 internal signs will be installed to assist visitors and motorists as they travel in and around Lexington-Fayette County. A 20% match is required and will be met through toll credits. The source of funds is the Federal Highway Administration and the Federal Transit Administration's Congestion Mitigation Air Quality (CMAQ) Improvement Program. Total project amount is \$365, 000.**pp.49-50**
- N. Authorization of a Professional Services Agreement with the University of Kentucky Research Foundation Regarding Archaeological Services for the Main Street Streetscape Improvements Project – Phase B. (217-10) (Kerr/Webb)  
This request will authorize approval of a Professional Services Agreement in the amount of \$56,457 with the University of Kentucky Research Foundation regarding archaeological services for the Main Street Streetscape Improvements Project – Phase B to monitor the below-grade disturbance per construction to include in-field documentation, data analysis, artifact analysis, site form preparation, curation of artifacts and compilation of technical summary report. Funds are budgeted.**p.51**

- O. Authorization of Change Order No. 1 to Contract with Bluegrass Electrical Consultants, Inc. Regarding the Lane Use Controls/Reversible Lane Project. (222-10) (P. King/Webb)

This request will authorize approval of Change Order No. 1 to increase contract amount by \$8,552.77 with Bluegrass Electrical Consultants, Inc. under the Lane Use Controls/Reversible Lane Project regarding traffic signal rebuild at Nicholasville Road and Man O' War Boulevard. Original contract amount was \$62,625. New contract amount is \$71,177.77. Funds are budgeted.**pp.52-53**

- P. Authorization of a Partial Release of a Storm Sewer Easement at Property Located at 213 and 216 New River Court. (218-10) (Askew)

This request will authorize the approval of a partial release of a portion of a Storm Sewer Easement at property located at 213 and 216 New River Court. The release has been reviewed and approved by the Divisions of Engineering, Water Quality and Traffic Engineering and the Department of Law.**pp.54-55**

- Q. Authorization of a Partial Release of a Storm Sewer Easement at Property Located at 268 McConnells Trace. (219-10) (Askew)

This request will authorize the approval of a partial release of a portion of a Storm Sewer Easement at property located at 268 McConnells Trace. The release has been reviewed and approved by the Divisions of Engineering, Water Quality and Traffic Engineering and the Department of Law.**pp.57-58**

- R. Authorization of an Ordinance Requesting the Issuance of Up to \$7,450,000 in Industrial Revenue Bonds to Sayre College A/K/A Sayre School to Refund Outstanding Bond Series 2001. (220-10) (Wright/Kelly)

This request will authorize the approval of an Ordinance requesting the issuance of up to \$7,450,000 in Industrial Revenue Bonds to refund the outstanding bond issue Series 2001 previously issued by the Urban County Government for certain capital improvements to Sayre School's facilities. This request is necessary due to changes in market conditions. There is no cost or liability to the Urban County Government.**p.59**

- S. Authorization of an Ordinance Requesting the Issuance of Up to \$5,100,000 in Industrial Revenue Bonds to the Roman Catholic Diocese of Lexington to Refund Outstanding Bonds (221-10) (Kelly/Wright)

This request will authorize the approval of an Ordinance requesting the issuance of up to \$5,100,000 in Industrial Revenue Bonds to refund outstanding bonds previously issued by the Urban County Government for certain various capital projects and/or related items in the amount of \$1,975,000. The balance of the proceeds in the amount of \$3,025,000 will be used to finance expansion and renovation of the sports complex and capital maintenance and repairs. There is no cost or liability to the Urban County Government.**p.60**

URBAN COUNTY COUNCIL  
WORK SESSION SUMMARY  
& TABLE OF MOTIONS

April 27, 2010

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

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

A motion by CM Ellinger to approve the summaries from April 13 and 20, 2010, seconded by CM Gorton, passed without dissent.

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

- A. Authorization of Street Name and Property Address Number Changes within Council Districts 1, 2, 3, 4, 5, 7, 10 and 12 for the Enhanced 911.
- B. Authorization of a Memorandum of Understanding (MOU) with the Lexington Public Library on Behalf of the Department of Public Safety, Division of Police. (201-10) (Bastin/Bennett)
- C. Authorization of a Facility Usage Contract with the Fayette County Board of Education (FCBE) on Behalf of the Department of General Services, Division of Parks & Recreation. (198-10) (Hancock/Cole)
- D. Authorization of a Facility Usage Contract with the Fayette County Board of Education (FCBE) on Behalf of the Department of General Services, Division of Parks & Recreation. (199-10) (Hancock/Cole)
- E. Authorization of an Amendment to Agreement with ICMA Retirement Corporation Pertaining to Adoption of Automated Loan Procedures. (200-10) (L. Jarvis/Rumpke)

- F. Authorization of an Inducement to the United States Equestrian Federation, Inc. (USEF) as a Participant in the Kentucky Business Investment (KBI) Incentive Program. (202-10) (Wright/Kelly)
- G. Authorization of an Inducement to Summit Biosciences, Inc. as a Participant in the Kentucky Business Investment (KBI) Program. (203-10) (Wright/Kelly)
- H. Authorization of an Inducement to SIS Holding Company, Inc. as a Participant in the Kentucky Business Investment (KBI) Program. (204-10) (Wright/Kelly)
- I. Authorization of Change Order No. 5 to Contract with Strand Associates, Inc. for Construction Administrative Services – Legacy Trail Project. (205-10) (P. King/ Webb)

A motion by CM James to table item e, seconded by CM Gorton, passed without dissent.

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

A motion by CM James to take item e off the table, seconded by CM Ellinger, passed without dissent.

A motion by CM James to approve item e, seconded by CM Feigel, passed without dissent.

#### VI. Continuing Business / Presentations-Yes

##### A. Council Water Resources Oversight Committee Report

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

##### B. Council Planning Committee Report

This report was given by Chair CM Gorton. There was no motion to come forward.

##### C. LexTran FY2010 Budget

This update was given by Rocky Burke, LexTran General Manager. Several CMs asked questions. CMs Stinnett and McChord suggested LexTran develop an Economic Contingency Fund.

#### VII. Council Report

CM Stinnett-Reminded everyone that the time of the Committee of the Whole

meeting scheduled for next Tuesday has been changed to 10 am.

CM Lawless-Announced that Goodrich NA will meet at the Goodrich Park at the end of the street at 7 pm on this Thursday.

CM Blues-Announced several meetings: Westwood Homeowners Assoc. meeting at 7 pm at the Masterson Station Clubhouse; 2<sup>nd</sup> quarterly meeting of the 2<sup>nd</sup> District officers at 6:15 pm at McConnells Springs; on 4/30/10 Joyland NA will sponsor a park cleanup at Mary Todd Park at 6 pm; on 5/3/10 Georgetown Street Area NA meeting at 6pm at the O'Rear Center and Green Acres/Hollow Creek/Breckinridge NA at 7pm at the park shelter.

CM Henson-Thanked everyone from UCG who assisted with the Disabilities Expo- it was a success; sent appreciation to Kristy Stambaugh from Social Services and Rick Curtis, Public Safety; announced on Thursday, Community leaders meeting at 6:30 pm at Picadome Clubhouse; expressed sympathy to Brown family- Marie Brown passed away-she was past president of Cardinal Valley NA.

CM Crosbie-Thanked Arty Greene, Mayor's Office, for his quick response to her phone call involving trash along the city streets; asked Comm. Rumpke question about built-in fees into the budget-the answer was "in Parks"; and also asked about broad based fees-no definitive answer given.

CM McChord-Announced next Wednesday at 1 pm there will be a unique press conference at the airport-regarding the June Second Sunday; on Friday of next week there will be a ribbon cutting for the new school on Keithshire Way; also on the same day from 5-7:30 pm a dedication of women at Wellington Park and also the introduction of the Sensory Garden that will be going Wellington Park.

CM Myers-Thanked everyone from the Batesbrook NA., the Mayoral candidates, and moderators for an excellent debate.

CM Martin-Announced the Pasadena NA will hold its Spring meeting this Friday at 6 pm in the Fellowship Hall at Broadway Baptist Church, 2500 Harrodsburg Rd.

VIII. Mayor's Report-None

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

X. Adjournment

A motion by CM Lane to adjourn, seconded by CM Myers passed without dissent.

Work session was adjourned at 4:34 pm.

**BUDGET AMENDMENT REQUEST LIST****11**

|                |          |                 |                                |                                        |                                           |
|----------------|----------|-----------------|--------------------------------|----------------------------------------|-------------------------------------------|
| <b>JOURNAL</b> | 42414-15 | <b>DIVISION</b> | Public Works<br>Adminsitration | <b>Fund Name</b><br><b>Fund Impact</b> | General Fund<br>250.00<br>250.00CR<br>.00 |
|----------------|----------|-----------------|--------------------------------|----------------------------------------|-------------------------------------------|

To provide funds for operating supplies by recognizing revenues received.

|                |          |                 |                                |                                        |                                           |
|----------------|----------|-----------------|--------------------------------|----------------------------------------|-------------------------------------------|
| <b>JOURNAL</b> | 42416-17 | <b>DIVISION</b> | Public Works<br>Adminsitration | <b>Fund Name</b><br><b>Fund Impact</b> | General Fund<br>100.00<br>100.00CR<br>.00 |
|----------------|----------|-----------------|--------------------------------|----------------------------------------|-------------------------------------------|

To provide funds for operating supplies by recognizing revenues received.

|                |       |                 |                                        |                                        |                                              |
|----------------|-------|-----------------|----------------------------------------|----------------------------------------|----------------------------------------------|
| <b>JOURNAL</b> | 42420 | <b>DIVISION</b> | Division of<br>Emergency<br>Management | <b>Fund Name</b><br><b>Fund Impact</b> | General Fund<br>2,060.00<br>2060.00CR<br>.00 |
|----------------|-------|-----------------|----------------------------------------|----------------------------------------|----------------------------------------------|

To provide funds for 6 copies of Office Pro Plus 2007 by decreasing funds for professional services.

|                |          |                 |                        |                                        |                                               |
|----------------|----------|-----------------|------------------------|----------------------------------------|-----------------------------------------------|
| <b>JOURNAL</b> | 42453-54 | <b>DIVISION</b> | Traffic<br>Engineering | <b>Fund Name</b><br><b>Fund Impact</b> | General Fund<br>1,049.84<br>1,049.84CR<br>.00 |
|----------------|----------|-----------------|------------------------|----------------------------------------|-----------------------------------------------|

To provide funding for loop installation at various locations by recognizing revenues received.

|                |          |                 |                    |                                        |                                                 |
|----------------|----------|-----------------|--------------------|----------------------------------------|-------------------------------------------------|
| <b>JOURNAL</b> | 42449-50 | <b>DIVISION</b> | Social<br>Services | <b>Fund Name</b><br><b>Fund Impact</b> | Donations Fund<br>5,794.50<br>5,794.50CR<br>.00 |
|----------------|----------|-----------------|--------------------|----------------------------------------|-------------------------------------------------|

To provide funding for the Disabilities Expo by recognizing revenues received for the program.

|                |          |                 |                     |                                        |                                                 |
|----------------|----------|-----------------|---------------------|----------------------------------------|-------------------------------------------------|
| <b>JOURNAL</b> | 42451-52 | <b>DIVISION</b> | Special<br>Projects | <b>Fund Name</b><br><b>Fund Impact</b> | Donations Fund<br>2,400.00<br>2,400.00CR<br>.00 |
|----------------|----------|-----------------|---------------------|----------------------------------------|-------------------------------------------------|

To provide funds for National Arts Program awards by recognizing a donation.

|                |       |                 |                       |                    |                    |
|----------------|-------|-----------------|-----------------------|--------------------|--------------------|
| <b>JOURNAL</b> | 42413 | <b>DIVISION</b> | Community Development | <b>Fund Name</b>   | US Dept of Justice |
|                |       |                 |                       | <b>Fund Impact</b> | 69,776.97          |
|                |       |                 |                       |                    | 69,776.97CR        |
|                |       |                 |                       |                    | .00                |

To rebudget expenses in Project Safe Neighborhoods-2008 to provide for police overtime for Anti-Gun and Anti-Gang Violence interdiction.

|                |       |                 |                       |                    |                    |
|----------------|-------|-----------------|-----------------------|--------------------|--------------------|
| <b>JOURNAL</b> | 42421 | <b>DIVISION</b> | Community Development | <b>Fund Name</b>   | US Dept of Justice |
|                |       |                 |                       | <b>Fund Impact</b> | 67,321.43          |
|                |       |                 |                       |                    | 67,321.43CR        |
|                |       |                 |                       |                    | .00                |

To rebudget expenses in Anti-Gang -2008 to provide for police overtime for gang interdiction as approved by the Project Safe Neighborhoods Task Force.

|                |       |                 |                       |                    |                    |
|----------------|-------|-----------------|-----------------------|--------------------|--------------------|
| <b>JOURNAL</b> | 42423 | <b>DIVISION</b> | Community Development | <b>Fund Name</b>   | US Dept of Justice |
|                |       |                 |                       | <b>Fund Impact</b> | 21,647.76          |
|                |       |                 |                       |                    | 21,647.76CR        |
|                |       |                 |                       |                    | .00                |

To rebudget expenses in Project Safe Neighborhoods-2009 to provide for police overtime for Anti-Gun and Anti-Gang violence interdiction.

|                |       |                 |                       |                    |             |
|----------------|-------|-----------------|-----------------------|--------------------|-------------|
| <b>JOURNAL</b> | 42425 | <b>DIVISION</b> | Community Development | <b>Fund Name</b>   | EPA         |
|                |       |                 |                       | <b>Fund Impact</b> | 57,678.67   |
|                |       |                 |                       |                    | 57,678.67CR |
|                |       |                 |                       |                    | .00         |

To reverse budget amendment related to McConnell Springs grant which Division of Accounting has determined is no longer needed.

|                |       |                 |                               |                    |                     |
|----------------|-------|-----------------|-------------------------------|--------------------|---------------------|
| <b>JOURNAL</b> | 42284 | <b>DIVISION</b> | Facilities and Fleet Services | <b>Fund Name</b>   | Sanitary Sewer Fund |
|                |       |                 |                               | <b>Fund Impact</b> | 7,500.00            |
|                |       |                 |                               |                    | 7,500.00CR          |
|                |       |                 |                               |                    | .00                 |

To provide funds for a "low-boy" type trailer to transport track loader by decreasing funds for dump truck.

#### BUDGET AMENDMENT REQUEST SUMMARY

|      |      |                                 |     |
|------|------|---------------------------------|-----|
| Fund | 1101 | General Service District Fund   | .00 |
| Fund | 1103 | Donation Fund                   | .00 |
| Fund | 3140 | US Department of Justice        | .00 |
| Fund | 3170 | Environmental Protection Agency | .00 |
| Fund | 4002 | Sanitary Sewer Fund             | .00 |



Lexington-Fayette Urban County Government  
DEPARTMENT OF PUBLIC SAFETY

Jim Newberry  
Mayor

Tim Bennett  
Commissioner

**Budget Journal Number**      42420  
**Requesting Division**        Emergency Management  
**Fund Name**                    General Fund  
**Fund Number**                1101  
**Contact for Additional Information**      Hazel M. Lambert

**Description**

Requesting to move \$2,060 from Professional Services (71299) money to be reallocated to the Computer Software (96202) to be used to purchase 6 copies Microsoft Office Pro Plus 2007 for the DEM staff. Below

I have listed some of the benefits of upgrading:

- Complete suite of productivity and database software helps increase productivity
- Includes the 2007 versions of Publisher, Excel, Outlook, Outlook with Business Contact Manager, PowerPoint, Access, and Word
- Edit and analyze a financial spreadsheet, create an important presentation, or build a customer database; find and use the features you need faster and more easily
- Create and publish a wide range of marketing materials for print, e-mail, and the web with your own brand elements including logo, colors, fonts, and business information
- Intuitive look and feel, including task-based menus and toolbars that are automatically displayed based on the feature you are using; work offline on your laptop and then synchronize data when you return to the office

# NEW BUSINESS ITEMS REQUIRING BUDGET AMENDMENTS

May 4, 2010 Work Session

14

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

| NEW BUSINESS ITEM | BUDGET JOURNAL | DIVISION              | DESCRIPTION OF REQUEST                                                                              |
|-------------------|----------------|-----------------------|-----------------------------------------------------------------------------------------------------|
| 206-10            | TBD            | Community Development | To establish grant budget for Fire Training - FY 2011.                                              |
| A                 |                |                       | 3400 1,976,715<br>3400 1,976,715CR<br>0*                                                            |
| 207-10            | TBD            | Community Development | To establish grant budget for Police Training - FY 2011.                                            |
| B                 |                |                       | 3400 2,063,768<br>3400 2,063,768CR<br>0*                                                            |
| 210-10            | BA 2945        | Community Development | To establish grant budget for Police Athletic League – Youth Enrichment Program (PALYEP) – FY 2010. |
| D                 |                |                       | 3140 8,000<br>3140 8,000CR<br>0*                                                                    |
| 215-10            | BA 2947        | Community Development | To establish grant budget for Urban Forestry– FY 2010.                                              |
| L                 |                |                       | 3100 6,306<br>3100 6,306CR<br>0*                                                                    |
| 215-10            | BA 2948        | Community Development | To establish grant match and personnel recovery for Urban Forestry– FY 2010.                        |
| L                 |                |                       | 1101 3,153<br>1101 3,153CR<br>0*                                                                    |
| 216-10            | 42455-56       | Community Development | To establish grant match for Illuminated Street Name Sign project – FY 2010.                        |
| M                 |                |                       | 3160 365,000<br>3160 365,000CR<br>0*                                                                |

## EFFECT ON FUND BALANCES

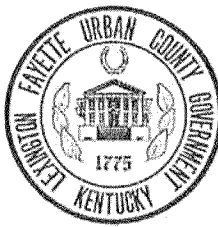
|           |    |               |                                 |
|-----------|----|---------------|---------------------------------|
| FUND 1101 | 0* | NO IMPACT TO: | GENERAL SERVICE DISTRICT FUND   |
| FUND 3100 | 0* | NO IMPACT TO: | US DEPARTMENT OF AGRICULTURE    |
| FUND 3140 | 0* | NO IMPACT TO: | US DEPARTMENT OF JUSTICE        |
| FUND 3160 | 0* | NO IMPACT TO: | US DEPARTMENT OF TRANSPORTATION |
| FUND 3400 | 0* | NO IMPACT TO: | GRANTS - STATE                  |

# Budget Information For New Business Items

May 4, 2010 Work Session

15

| Item | Number | Amount         | Fund         | Name / Description                                             |
|------|--------|----------------|--------------|----------------------------------------------------------------|
| A    | 206-10 | 1,976,715      | 3400         | Grants – State<br>Budget Journal                               |
| B    | 207-10 | 2,063,768      | 3400         | Grants – State<br>Budget Journal                               |
| C    | 209-10 | 2,137          | 1101         | General Fund                                                   |
| D    | 210-10 | 8,000          | 3140         | US Department of Justice<br>Budget Journal                     |
| E    | 211-10 | NA             |              |                                                                |
| F    | 212-10 | NA             |              |                                                                |
| G    | 213-10 | NA             |              |                                                                |
| H    | 208-10 | NA             |              |                                                                |
| I    | 223-10 |                |              |                                                                |
| J    | 224-10 | NA             |              |                                                                |
| K    | 214-10 | 9,599          | 1101         | General Fund                                                   |
| L    | 215-10 | 6,306<br>3,153 | 3100<br>1101 | US Department of Agriculture<br>General Fund<br>Budget Journal |
| M    | 216-10 | 365,000        | 3160         | US Department of Transportation<br>Budget Journal              |
| N    | 217-10 | 56,457         | 2600         | Bond Projects Fund                                             |
| O    | 222-10 | 8,552.77       | 3160         | US Department of Transportation                                |
| P    | 218-10 | NA             |              |                                                                |
| Q    | 219-10 | NA             |              |                                                                |
| R    | 220-10 | NA             |              |                                                                |
| S    | 221-10 | NA             |              |                                                                |



206-10

16

Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry  
Mayor

Linda L. Rumpke  
Commissioner

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

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

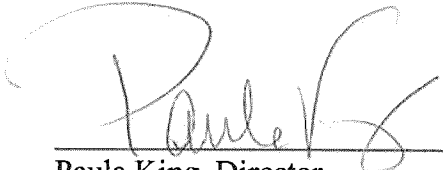
**DATE: APRIL 22, 2010**

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO ACCEPT AWARD  
OF \$1,976,715 IN FY 2011 FUNDS FROM THE COMMISSION ON  
FIRE PROTECTION, PERSONNEL, STANDARDS, AND  
EDUCATION FOR TRAINING INCENTIVE FOR FIREFIGHTERS**

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The Commission on Fire Protection, Personnel, Standards, and Education makes state funds available to provide eligible firefighters with supplemental pay for participation in various training programs. Supplemental pay in the amount of \$3,100 for each eligible firefighter (545 sworn officers) is provided for a total of \$1,689,500. In addition, the program contributes 17.00% of that total towards the pension of participants, totaling \$287,215. Total funds amount to \$1,976,715. No local match is required under this program.

Council authorization to accept award is hereby requested.



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Paula King, Director

Xc: Tim Bennett, Commissioner of Public Safety



207-10

17

Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry  
Mayor

Linda L. Rumpke  
Commissioner

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

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

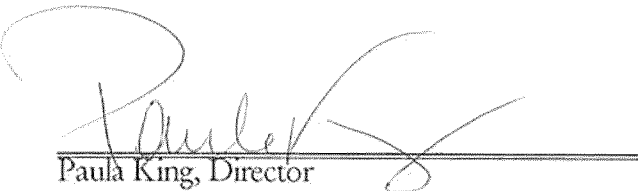
**DATE: APRIL 22, 2010**

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO ACCEPT AWARD FOR  
POLICE TRAINING INCENTIVE GRANT FOR FY 2011 FROM THE  
KENTUCKY JUSTICE AND PUBLIC SAFETY CABINET**

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Police Training Incentive funds are used to provide eligible police officers with supplemental pay for participation in training programs. Supplemental pay in the amount of \$3,100.00 for each eligible officer (569 sworn positions) is provided for a total of \$1,763,900. In addition, the program contributes 17.00% of that total towards the pension of participants, totaling 299,868. The total funds amount to \$2,063,768 with no local match required. Funds are from the state of Kentucky and are awarded by the Kentucky Justice and Public Safety Cabinet.

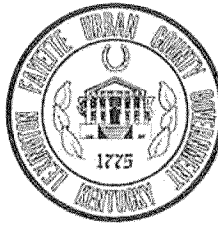
Council authorization to accept the grant is hereby requested.



---

Paula King, Director

Xc: Tim Bennett, Commissioner of Public Safety



209-10

18

Lexington-Fayette Urban County Government  
DEPARTMENT OF PUBLIC SAFETY

Jim Newberry  
Mayor

Tim Bennett  
Commissioner

TO: Mayor Jim Newberry  
Members, Urban County Council

FROM: Timothy E. Bennett, *TJB* Commissioner  
Department of Public Safety

Marlene Helm, *MH* Commissioner  
Department of Social Services

DATE: April 27, 2010

RE: Facility Usage Agreement – Ruby E. Bailey Family Services Center

This is to request approval of a Facility Usage Agreement between the Ruby E. Bailey Family Services Center and the Lexington-Fayette Urban County Government.

The Lexington Division of Police and the Division of Youth Services have been offered available space at the Ruby E. Bailey Family Services Center located at 2350 Woodhill Drive, Suite 72, Lexington, Kentucky at no cost, with the exception of the below listed responsibilities. The space will be utilized by the Police Athletics League (P.A.L.), the C.L.E.A.R. Unit and the Division of Youth Services. This partnership will be a positive influence for the community and will continue to allow the LFUCG to create a positive relationship in the Woodhill community. This will also allow the divisions to further carry out the missions of their programs for Lexington youth and the community.

Use of the facility will be evaluated on an annual basis, and each party has the right to terminate the Agreement with thirty (30) days written notice.

The only costs associated with this endeavor are for telephone and cable services for the P.A.L and C.L.E.A.R. units and are fully budgeted.

Please advise if you have any questions regarding this Agreement.

Attachment

**FACILITY USAGE AGREEMENT**

**THIS FACILITY USAGE AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_, 2010, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, with its principal office at 200 East Main Street, Lexington, Kentucky 40507 (hereinafter "LFUCG") and **RUBY E. BAILEY FAMILY SERVICES CENTER, INC.**, 2350 Woodhill Drive, Suite 72, Lexington, Kentucky 40509 (hereinafter "Center").

**W I T N E S S E T H:**

1. Center agrees to allow the Division of Police (P.A.L. and C.L.E.A.R units), to expand the P.A.L. program efforts, and the Division of Youth Services, to assist in the provision of services in the Woodhill area by providing programming to adolescents, parents/legal guardians/custodians and siblings of youth in the form of programs, crisis intervention, group counseling, individual counseling, case management and educational workshops, to utilize space in the Center located at 2350 Woodhill Drive.
2. The term of this Agreement is for one (1) year from the date of signature, and shall automatically renew for subsequent one (1) year periods unless either party gives written notice of termination thirty (30) days in advance.
3. Center agrees that P.A.L. and C.L.E.A.R. and the Division of Youth Services shall pay no rent but shall have use of portions of the said facility in exchange for providing public services at said facility for the benefit of the residents of Fayette County. Programming and services of same shall be evaluated annually.

4. I. As to P.A.L. and C.L.E.A.R., Center shall:
  - a. Provide use of office space to accommodate P.A.L. and C.L.E.A.R. officers;
  - b. Provide all operational expenditures, i.e., lights, water and maintenance;
  - c. Provide use of the furniture at the Center if the Division of Police cannot allocate furniture;
  - d. Provide storage space for refreshments for participants; and
  - e. Provide a computer lab accessible to P.A.L for computing/tutoring programs.
- II. As to the Division of Youth Services, Center shall:
  - a. Adhere to the specific policies and operational procedures as determined by LFUCG as they relate to the Division of Youth Services;
  - b. Comply with relevant State and Federal law and other applicable local guidelines that relate to use, security, dissemination, retention, and destruction of records;
  - c. Provide services to clients regardless to their ability to pay;
  - d. Notify LFUCG immediately of any Ruby E. Bailey policy, procedural, and/or programmatic change that would impact the operation of Ruby E. Bailey Center;
  - e. Resolve any matters/conflicts regarding the Ruby E. Bailey Center collaboratively via appropriate communication channels within the collaboration;

and

- f. Submit to LFUCG, a current certificate of insurance.
- 5. I. LFUCG, via P.A.L. and C.L.E.A.R., shall:
  - a. Provide in-kind services from P.A.L. and C.L.E.A.R. officers to assist with programs which will be implemented at the facility;
  - b. Install or pay for the installation of a phone line for the P.A.L. and C.L.E.A.R. office and pay the monthly cost for phone line (\$110.00) for a total annual cost of \$1,320.00. (Installation cost to run lines to certain points \$154.00; transfer of cable line \$75.00, and pay a monthly cost for cable (\$49.00) for a total annual cost \$588.00);
  - c. Participate in a joint venture to establish a mentoring program for teenagers and adults; and
  - d. Apply for grants and seek other funding opportunities to offset program and staff costs for programs offered.
- II. LFUCG, via Youth Services, shall:
  - a. Enhance services in Woodhill area by providing programming to adolescents, parents/legal guardians/custodians and siblings of youth in the form of programs, crisis intervention, group counseling, individual counseling, case management and educational workshops;
  - b. Resolve any matters/conflicts regarding the Ruby E. Bailey Family Center collaboratively via appropriate communication channels within the collaboration;

- c. Provide services to clients regardless to their ability to pay;
  - d. Notify Ruby E. Bailey Family Center immediately of any Lexington-Fayette Urban County Government policy, procedural, and/or programmatic change that would impact the operation of Ruby E. Bailey Family Center;
  - e. Assist with marketing and branding of the Ruby E. Bailey Family Center; development of policies and procedures, and program evaluation as requested;
  - f. Utilize only that portion of the Ruby E. Bailey Center as is approved by the parties; and
  - g. All properties belonging to the Division of Youth Services utilized at the Ruby E. Bailey Family Service Center shall remain the property of the Division of Youth Services.
6. Both parties shall have the right to terminate this Facility Usage Agreement at any time upon thirty (30) days notice in writing to the other party.
7. LFUCG agrees to leave the premises at the expiration of this Facility Usage Agreement in as good a condition as when received except for ordinary wear and tear and damage by fire or other causes beyond the control of LFUCG. Center shall be responsible for major repairs required in and about the premises which are not caused by the negligence or intentional acts of LFUCG or their guests or invitees during the term of this Facility Usage Agreement. Repairs caused by the negligence or intentional acts of LFUCG or their guests or invitees, normal wear and tear excepted, shall be paid for and/or repaired by LFUCG. Intentional damage to the premises shall entitle Center to

terminate the Facility Usage Agreement to recover the premises.

8. LFUCG agrees not to make any alterations in the premises without obtaining in writing approval from Center.

9. To the extent allowed by law, LFUCG agrees to indemnify and save harmless Center from any and all claims whatsoever that may be made against Center as a result of any injury or damage to any person or property as a result of LFUCG's employees, agents, assigns or any one under its' direction or control for their negligent, willful or intentional conduct. This shall not be deemed a waiver of sovereign immunity or any other defense available to LFUCG.

10. Center agrees to indemnify and save harmless LFUCG from any and all claims whatsoever that may be made against LFUCG as a result of any injury or damage to any person or property as a result of Center's employees, agents, assigns or any one under its' direction or control for their negligence, willful or intentional conduct.

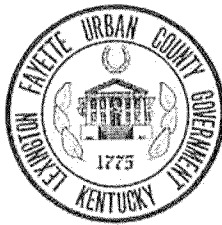
**IN TESTIMONY WHEREOF**, the parties hereto have caused these presents to be duly executed on the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT

BY: \_\_\_\_\_  
Jim Newberry, MAYOR

ATTEST:

\_\_\_\_\_  
CLERK, URBAN COUNTY COUNCIL



210-10

24

Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry  
Mayor

Linda L. Rumpke  
Commissioner

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

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

**DATE: APRIL 26, 2010**

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO SUBMIT APPLICATION  
TO THE NATIONAL POLICE ATHLETIC LEAGUE, AND ACCEPT  
AWARD IF OFFERED, FOR CONTINUATION OF THE POLICE  
ACTIVITIES LEAGUE YOUTH ENRICHMENT PROGRAM (PALYEP)  
IN THE DIVISION OF POLICE**

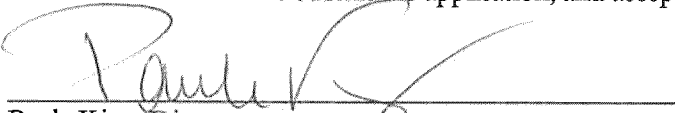
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The Division of Police, Police Activities League has prepared grant application for submission to the National Police Athletic/Activities League, Inc., requesting \$8,000 for continuation of a National Police Activities League Youth Leadership Program

The purpose of the program is to provide high quality justice-based after-school programs for youth that include athletic, recreational, educational, and cultural programs. Through activities conducted by law enforcement, it is anticipated that there will be a reduction in juvenile crime and a reduction in the risk that youth will become the victims of crime. This program will include a girls club and a boys club that targets middle and high school youth. This program will empower youth in the community and will include service programs, field trips, educational trips, debate forums, fundraising, adopt-a senior citizen program, and an arts and craft program. Funds will be used for field trips to museums, supplies for arts and crafts, and snacks for bi-weekly meetings.

Federal funds for Police Athletic League Youth Enrichment Program (PALYEP) are from the U.S. Department of Justice/Office of Juvenile Justice and Delinquency Prevention Program.

Council authorization to submit the application, and accept the award if offered, is hereby requested.

  
\_\_\_\_\_  
Paula King, Director

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



211-10

25

Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry  
Mayor

Linda L. Rumpke  
Commissioner

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

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

**DATE: APRIL 27, 2010**

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO SUBMIT APPLICATIONS  
TO THE KENTUCKY OFFICE OF HOMELAND SECURITY  
REQUESTING FEDERAL FUNDS FOR VARIOUS PUBLIC SAFETY  
PROJECTS UNDER THE 2010 STATE HOMELAND SECURITY GRANT  
PROGRAM**

The Kentucky Office of Homeland Security is accepting applications from local governments requesting federal funding from the Fiscal Year 2010 Homeland Security Grant Program. This federally funded program, originating from the Department of Homeland Security, provides financial assistance to the states to prevent, respond to, and recover from acts of terrorism. The states have the responsibility for apportioning funding to local governments. All projects must be related to the Goals and Objectives of the State Homeland Security Strategy. No matching funds are required.

The Division of Fire and Emergency Services has prepared the following application:

**Public Safety Dive Team** to be organized and maintained within the Technical Rescue Program. The Public Safety Dive Team will have the resources and training to do scuba diving in hazardous materials conditions and a wide variety of water conditions (swift, limited visibility, open water, etc). The dive team will be trained to rescue persons in water that is unreachable by personnel on shore or boats. An accidental (vehicle into the water, spill) or intentional release of hazardous materials into a public water supply source poses an immediate threat to public health and safety. Divers are an additional resource to mitigate the danger with greater speed and safety. Amount requested is \$99,384 which will be used to purchase of professional quality SCUBA, wet suits, regulators, buoyancy control devices, air tanks for use in hazardous materials environment, and a Side-Scan Sonar device. This equipment will provide for use in hazardous materials environments.

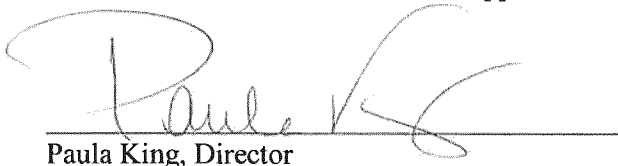
The Divisions of Police, E 9-1-1, and Fire and Emergency Services have prepared the following joint application:

**Purchase of multi-band portable radios** to facilitate interoperable communications between Police, Fire, and E 9-1-1. . Amount requested is \$108,000

The Division of Police has prepared the following applications:

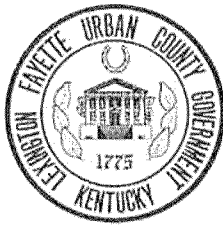
1. Funds in the amount of \$131,700 for the purchase of equipment for the **Hazardous Devices Unit**. Equipment includes Bomb Suit, Current Probe, Night Vision Goggles, Electric Breach for Remote Firing Pan Disrupter, Fiber Optic Scope system, Vehicle Access Kit, Digital X-Ray System Upgrade, PPE-Non-Sparking, Flame Resistant, Robot Upgrades (Stair Climbing, electronics, batteries), Portable Generator and Automated External Defibrillators.
2. Funds in the amount of \$698,000.00 for the purchase and installation of **Mobile Data Computers** for the Division of Police, Transylvania University Police, Kentucky Horse Park Police, Bluegrass Airport Public Safety, Fayette County School Security and Fayette County Sheriff. This project also includes funds to install New World Software on desktops for Division of Police Bureau of Investigations. The software installation will expand the availability of NCIC and reporting software to officers and detectives that work from desktop computers instead of Mobile Data computers.
3. Funds in the amount of \$73,687.50 for the purchase of **CBRNE Equipment** for the Division of Police Emergency Response Unit and the Aviation Unit. Funds will be used for the purchase of CBRNE suits to improve and protect police officers when responding to potential terrorist threats; and for purchase of night vision goggles (Aviation Unit) will help police detect, deter and prevent potential terrorist threats as well as help with rescue missions.

Council authorization to submit the applications is hereby requested.



Paula King, Director

Xc: Tim Bennett, Commissioner, Department of Public Safety



212-10

27

Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry  
Mayor

Linda L. Rumpke  
Commissioner

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

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

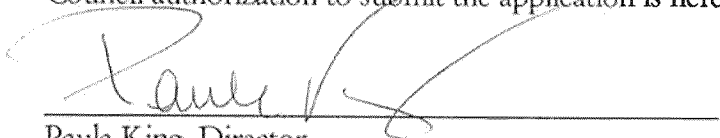
**DATE: APRIL 26, 2010**

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO SUBMIT  
APPLICATION TO THE U.S. DEPARTMENT OF HOMELAND  
SECURITY UNDER THE 2010 ASSISTANCE TO FIREFIGHTERS  
GRANT PROGRAM**

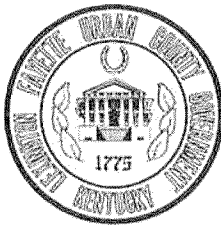
The Division of Fire and Emergency Services has prepared an application for submission to the U.S. Department of Homeland Security under the 2010 Assistance to Firefighters Grant Program, requesting federal funds for purchase of Video Enabled Laryngoscope Intubation Devices for ten Emergency Care Units and one EMX Supervisor's Vehicle. These devices enable paramedics to have much clearer visualization of the vocal cords and laryngeal anatomy during intubation. Having a device on every EC unit and Unit 242 insures this capability is available on every EMS run, significantly improving patient care by insuring an adequate airway is opened and maintained. Total cost of the equipment is \$108,000. Federal funds in the amount of \$86,400 will be requested. A 20% local match (\$21,600) is required. Match has been requested in the 2011 General Fund budget.

The Assistance to Firefighters Grant is a program of the National Preparedness Directorate in the Federal Emergency Management Agency. Grants are awarded to fire departments to enhance their ability to protect the public and fire service personnel from fire and related hazards.

Council authorization to submit the application is hereby requested.

  
Paula King, Director

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



213-10

28

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: APRIL 26, 2010**

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO SUBMIT APPLICATION TO  
THE U.S. DEPARTMENT OF JUSTICE REQUESTING FEDERAL FUNDS  
FOR THE PURCHASE OF BULLETPROOF VESTS— FY 2011**

An application has been prepared for submission to the U.S. Department of Justice requesting federal funds for the purchase of bulletproof vests for the Division of Police, Division of Fire and Emergency Services, and the Fayette County Sheriff's Office.

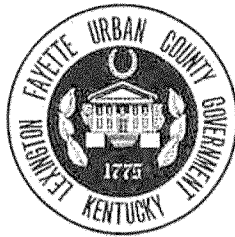
The purpose of the Bulletproof Vest Partnership Grant Acts of 1998 (Public Law 105-181 and 2000 Public Law 106-517) is to save the lives of law enforcement officers by helping States and units of local governments equip their law enforcement officers with armor vests. The application can only be submitted by the local government. All law enforcement agencies in Fayette County that want to participate in the program must do so in a unified application with the lead entity being the LFUCG. A 50% local match is required.

The Division of Police is requesting federal funds for the purchase of 198 vests at a cost per vest of \$760.00. The Division of Fire and Emergency Medical Services is requesting funds for the purchase of 30 vests at a cost per vest of \$760.00. Total project cost is \$173,280. The amount of federal funds requested is \$86,640. Local match has been requested from the Fiscal Year 2011 General Fund budget. The Fayette County Sheriff is requesting funds for ten vests at a cost of \$734.00 for a project total of \$7,340. The amount of federal funds requested by the Sheriff is \$3,670. The Sheriff will provide the match of \$3,670 from her own budget.

Council authorization to submit the application is hereby requested.

Paula King  
Director

Xc: Tim Bennett, Commissioner of Public Safety



208-10

29

Mayor Jim Newberry  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
Division of Central Purchasing

TO: Mayor Jim Newberry

FROM: Brian Marcum, Director   
Division of Central Purchasing

DATE: April 20, 2010

RE: Contract with HedgeHog, Inc. for Reverse Auction Services

The Division of Central Purchasing issued RFP #7-2010 - Reverse Auction Services to establish a contract with a provider for reverse auction services. A selection committee evaluated the proposals received and recommended HedgeHog, Inc. as they offered the best overall proposal including the lowest rate to suppliers.

I am requesting approval of the attached contract for these services.

Please contact me if you have any questions or need additional information.

cc: Linda Rumpke, Commissioner of Finance & Administration

HORSE CAPITAL OF THE WORLD

200 East Main Street Lexington, KY 40507 (859) 258-3320 [www.lfucg.com](http://www.lfucg.com)

*RFP #7-2010 HedgeHog Response Exhibit A*  
**APPLICATION SERVICE PROVIDER AGREEMENT**  
**Terms and Conditions**

This Agreement is effective as of the 25th day of February 2010, by and between HEDGEHOG INC. ("HedgeHog") and the party identified as Client in Exhibit A, which is incorporated herein by reference. For and in consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **License Grant.** HedgeHog hereby grants to Client the non-exclusive, non-transferable, limited, terminable license to access and use the Licensed Software ("Licensed Software" shall mean HedgeHog's online bidding software, any related software applications, and any accompanying documentation) during the term of this Agreement. Title to the Licensed Software remains in HedgeHog and all rights not expressly granted to Client in this section are reserved by HedgeHog.

2. **Authorized Users.** Client shall select individuals who shall be the authorized users pursuant to this Agreement.

3. **Hours of Operation.** Except for periods of failure attributable to the telecommunications provider, HedgeHog will take commercially reasonable measures to allow Client to access the Licensed Software 24 hours a day, 7 days per week, except for reasonable maintenance periods, which HedgeHog estimates will not exceed 5% downtime per year. Whenever possible, HedgeHog shall perform maintenance between the hours of 12:00 midnight and 6:00 a.m. Indianapolis, Indiana time. HedgeHog shall make reasonable efforts to notify client in advance of other scheduled maintenance periods.

4. **Services.** During the term of this Agreement, HedgeHog agrees to render to Client any services listed in Exhibit A of this Agreement in a good and workmanlike manner on the terms and conditions provided on Exhibit A. HedgeHog will provide on-going data management for Client's data provided to HedgeHog through the Licensed Software, including but not limited to data transfer, data storage and data access. Neither party shall be responsible for failures or interruptions of communications facilities or equipment of third parties, labor strikes or slowdowns, shortages of resources or materials, natural disasters, world events, terrorism, delay or disruption of shipment or delivery, trespass or interference of third parties, or similar events or circumstances outside its reasonable control.

5. **Protection of Client Data.** HedgeHog agrees to take commercially reasonable measures and perform appropriate tests to assure that the Licensed Software provided by HedgeHog is free of known viruses. Further, HedgeHog agrees

to maintain reasonable security (including encrypted password protection and encrypted data transfer) for uploading and downloading of Client data and allowing Client access to the Licensed Software in compliance with industry standards. Client has complete ownership of its data at all times. Client understands that HedgeHog does not enter data, but rather stores, retrieves and transmits data. **Client agrees that HedgeHog is not liable for errors in data or transmission or lost data, and HedgeHog is not obligated to investigate or audit the accuracy of the data.**

6. **Client's Responsibilities.** Client is solely responsible for obtaining, at its own expense, the requisite software, hardware, equipment and telecommunications service(s) necessary to access and utilize the Licensed Software.

7. **Backup.** HedgeHog will perform daily backups of its database in accordance with industry standards. A copy of backup media will be transferred to a location remote from HedgeHog's data center at least once per week.

8. **User Names and Passwords.** Client will access the Licensed Software through the use of a user name and password assigned by HedgeHog. Client is responsible for safeguarding and maintaining the secrecy of its user name and password at all times. Client shall be solely responsible for monitoring and terminating, when appropriate, its employees' access to the Licensed Software. HedgeHog shall not be responsible or liable for the use or misuse of any user name or password. Client shall be solely and exclusively responsible and liable for any use or access to the Licensed Software by any person or entity who gains access to the Licensed Software through the use of Client's user name or password.

9. **No Relationship.** Regarding transactions conducted by HedgeHog on behalf of Client, HedgeHog: (a) is not a party or an agent of Client in such transactions, (b) does not take title to the goods or services, (c) does not endorse the price, contract terms, quality, safety, conformance or legality of the goods and/or services advertised or offered for sale, the accuracy or completeness of any information provided by a user, the ability of a vendor to sell goods and/or services or the ability of a buyer to buy goods and/or services, (d) does not control whether the sellers will complete the sale of the goods and/or services they offer, and (e) is not responsible for payment or collection with respect to such transactions, except as otherwise expressly provided herein.

10. **No Warranties of Third Party Sites.** The website to be utilized by HedgeHog to conduct the online auctions on behalf of Client (the "**Auction Site**") may provide links or references to other websites. HedgeHog has no responsibility for the content of these other sites, does not make any representations or give any warranties with respect to any information contained at or made available through these other websites, and shall not be liable for any damages or injury arising from the content of these other websites. HedgeHog does not endorse companies, products or the websites to which it has provided links, but merely provides them as a convenience to Client.

11. **Per Auction Fee; Exclusion of Suppliers.** Client and HedgeHog agree that the actual supplier chosen by the Client as a result of an auction shall pay to HedgeHog a one-time fee in the amount determined in accordance with Exhibit A, and that the Client shall not be responsible for the payment of any fees to HedgeHog. It is the intent of the parties that the obligation to pay any and all fees is solely the obligation of the supplier. To assist HedgeHog in billing its fees, the Client agrees to provide HedgeHog with a copy of the final purchase order (or similar documentation) issued by the Client to the supplier at the same time it is issued to the supplier and to provide such other documentation reasonably requested by HedgeHog to enable it to determine the proper party to invoice and the total value of the contract between the Client and the supplier. Client acknowledges and agrees that HedgeHog shall have the absolute and exclusive right to exclude any supplier from an auction if it is not current in its payment of fees to HedgeHog.

12. **Changes to Fees.** Fees shall remain in effect for one (1) year. HedgeHog may change its fees for any Renewal Period (defined below) by providing the Customer with at least forty-five (45) days advance notice prior to the commencement of the applicable Renewal Period.

13. **Term and Termination.** This Agreement shall commence upon the Effective Date specified in Exhibit A and shall continue for a period of one (1) year, unless sooner terminated pursuant to the express terms of this Agreement. This Agreement shall automatically renew for four (4) successive one (1) year periods ("Renewal Periods") unless Customer or HedgeHog notifies the other, in writing, of its intent not to renew this Agreement at least 30 days prior to the commencement of a Renewal Period. If the services to be performed by HedgeHog are not performed in an acceptable manner to the Client, the Client may cancel this contract for cause by providing a written notice to HedgeHog, giving at least thirty days notice of the proposed cancellation and the reasons for same. During that time period, HedgeHog may seek to bring the performance of services hereunder to a level that is acceptable to the Client, and the Client may rescind the cancellation if such action is in its best interest.

#### A. Termination for Cause

- i. Client may terminate this contract because of HedgeHog's failure to perform its contractual duties.
- ii. If HedgeHog is determined to be in default, Client shall notify HedgeHog of the determination in writing, and may include a specified date by which HedgeHog shall cure the identified deficiencies. Client may proceed with termination if HedgeHog fails to cure the deficiencies within the specified time.
- iii. A default in performance by HedgeHog for which a contract may be terminated shall include, but shall not necessarily be limited to:
  1. Failure to perform the contract according to its terms, conditions, and specifications.
  2. Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
  3. Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
  4. Failure to diligently advance the work under a contract for construction services.
  5. the filing of a bankruptcy petition by or against the contractor; or
  6. Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

14. **Proprietary Rights.** Client acknowledges and agrees that all right, title and interest, including patent, trademark, copyright, trade secret, and any other proprietary right in the Licensed Software, the Auction Site and all improvements, modifications, enhancements, updates, translations, and

derivative works, and all related documentation and information related thereto, is and shall be the sole and exclusive property of HedgeHog and that Client shall not contest the validity or ownership of any such proprietary rights. Upon expiration or termination of this Agreement, Client shall return to HedgeHog all of the proprietary materials relating to the Licensed Software.

15. **Restrictions.** Client understands that the license granted in this Agreement places certain limits on Client's use of the Licensed Software, including without limitation, each of the following: (a) Client shall not disclose, license, sublicense, assign, rent, sell, loan, give or otherwise distribute all or any part of the Licensed Software or any other software or information derived from the Licensed Software to any third party except as specifically permitted under this Agreement; (b) Client will restrict access to the Licensed Software to authorized users in connection with the performance of their duties for Client; (c) Client shall not attempt to view, edit, reverse engineer, decompile or otherwise access the source code of the Licensed Software or the Auction Site or alter or tamper in any way with the Licensed Software or the Auction Site, including without limitation, any look and feel or functionality thereof; and (d) Client shall not alter, remove or conceal any copyright, trade secret or other proprietary rights notices that may appear on or within the Licensed Software.

16. **Compliance with Laws.** Client agrees: (a) to comply with all applicable laws, regulations, statutes, rules, and policies of all applicable countries and their instrumentalities and political subdivisions thereof including without limitation all trade control laws and laws related to the use of an auction or trading exchange and the formation, consummation and enforceability of any transactions by and among users; (b) to use the Licensed Software only for lawful purposes; (c) to take all reasonable precautions to ensure that all of Client's content or other material provided to HedgeHog through the Licensed Software and to be posted or otherwise made available on the Auction Site (1) does not contain any viruses, time bombs, Trojan horses, worms or other computer programming routines that may damage or interfere with the operations of the Licensed Software or the Auction Site or any system, data or information pertaining to the Licensed Software or the Auction Site or any user thereof, (2) is true and accurate, (3) does not infringe upon any third party's rights, including without limitation copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (e) to take all reasonable precautions necessary to maintain the security of the Licensed Software; (f) not to post on or otherwise transmit through the Licensed Software any unlawful, fraudulent, defamatory, trade libelous, harmful, threatening, abusive, harassing, vulgar, obscene, indecent, pornographic, sexually explicit, profane, hateful, racially, ethnically or otherwise objectionable material of any kind including without limitation any material that encourages conduct that would constitute a criminal offense, give rise to a civil liability or otherwise violate any applicable laws; (g) not to engage in the operation of any unlawful transactions and/or business or permit any third party to use the Licensed Software for any unlawful

purpose; (h) not to breach or attempt to breach the security of software, network, servers, data, computers or other hardware relating to the Licensed Software or the Auction Site; and (i) not to use or distribute any software or other tools or devices designed to compromise privacy or security.

17. **DISCLAIMER OF WARRANTIES.** THE LICENSED SOFTWARE IS PROVIDED ON AN "AS IS" BASIS. HEDGEHOG EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES ARISING FROM A COURSE OF DEALING, TRADE USAGE, OR TRADE PRACTICE.

HEDGEHOG DOES NOT WARRANT THAT THE LICENSED SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR FREE OR THAT THE FUNCTIONALITY OF THE LICENSED SOFTWARE WILL MEET CLIENT'S REQUIREMENTS OR THAT THE AUCTION SITE (OR SERVER THAT MAKES IT AVAILABLE) IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

CLIENT EXPRESSLY AGREES THAT USE OF THIS LICENSED SOFTWARE, INCLUDING ALL CONTENT OR DATA DISTRIBUTED BY, DOWNLOADED OR ACCESSED FROM OR THROUGH THE LICENSED SOFTWARE, IS AT CLIENT'S SOLE RISK.

HEDGEHOG MAKES NO WARRANTY OR REPRESENTATION CONCERNING THE AVAILABILITY OF THE LICENSED SOFTWARE OR THE AUCTION SITE.

HEDGEHOG MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE THAT CLIENT WILL GENERATE ANY BUSINESS OR TRANSACTIONS BY USING THE AUCTION SITE. CLIENT ACCEPTS FULL RESPONSIBILITY FOR ANY TRANSACTIONS MADE BY CLIENT USING THE AUCTION SITE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS, SO SOME OF THE FOREGOING MAY NOT APPLY TO YOU.

18. **LIMITATION OF LIABILITY.** HEDGEHOG SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR DEFECTS IN THE LICENSED SOFTWARE CAUSED BY THIRD PARTY SOFTWARE.

NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MAY BE BROUGHT BY CLIENT MORE THAN ONE (1) YEAR AFTER THE FIRST TO OCCUR OF (I) THE TERMINATION OR EXPIRATION OF THIS AGREEMENT OR (II) THE EVENT GIVING RISE TO SUCH CAUSE OF ACTION.

**SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE FOREGOING MAY NOT APPLY TO YOU.**

19. **Indemnification.** To the extent allowable by law, Client shall indemnify, and hold HedgeHog and its officers, directors, attorneys, agents and employees harmless from and against all liability and costs (including attorney's fees and court costs) that may result from any claim or suit asserted or brought against HedgeHog by a third party in connection with (a) Client's non-performance or violation of any agreement between Client and its customers (b) the receipt, use or dissemination by HedgeHog of Client data and/or any information furnished by Client to render the services hereunder, (c) any other activity performed by HedgeHog in fulfillment of this Agreement or any other agreement between Client and HedgeHog, or (d) any breach or attempted breach by Client of any of its obligations under this Agreement or any other agreement between Client and HedgeHog.

This shall not be construed as a waiver of sovereign immunity or any other third party defense or recourse available to Client.

**HEDGEHOG shall defend, indemnify, and hold harmless CLIENT from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by: (a) HEDGEHOG'S negligent acts or intentional misconduct, or errors or omissions in connection with the performance of this contract, (b) HEDGEHOG'S performance or breach of the contract provided the claim or loss is attributable to death, illness, personal injury, or property loss of damage or loss of use and not caused by a negligent act or omission, or the willful misconduct of the CLIENT, or (c) the condition of any premises, equipment or other property being used or operated by HEDGEHOG in connection with the performance of this contract. In the event CLIENT is alleged to be liable based upon the actions or inactions of HEDGEHOG, HEDGEHOG shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by CLIENT, which approval shall not be unreasonably withheld. 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.**

#### REQUIRED INSURANCE COVERAGES

|                                                                               |                                                                                        |
|-------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| General Liability                                                             | \$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit |
| Worker's Compensation                                                         | Statutory                                                                              |
| Employer's Liability                                                          | \$500,000                                                                              |
| Owner shall be named as an additional insured in the General Liability Policy |                                                                                        |

20. **Access Outside the United States of America.** The Licensed Software is controlled and operated by HedgeHog from its offices within the United State of America. HedgeHog makes no representation that materials or data in the Licensed Software are appropriate or available for use in other locations. If Client, or others who are authorized under this Agreement to access the Licensed Software, accesses or uses the Licensed Software from other locations, Client does so at its own risk and is responsible for compliance with local laws, if and to the extent local laws are applicable. The Licensed Software is further subject to United States export controls. No portion of the Licensed Software may be accessed, used or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the United States has embargoed goods; or (ii) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders. By accessing or using the Licensed Software, Client represents and warrants that neither Client, nor any of its employees or others who are authorized under this Agreement to access the Licensed Software, are located in, under control of, or a national or resident of any such country or on any such list.

21. **Survival.** Sections 11 (until all earned fees are paid), 14, 17, 18, 19, 21, 22 and 24 through 30, shall survive termination and/or expiration of this Agreement.

22. **Injunctive Relief.** If Client or any of its agents attempts to copy, use, license, or convey materials containing the above-referenced proprietary rights owned by HedgeHog, in any manner contrary to the terms of this Agreement or in competition with HedgeHog or in derogation of HedgeHog's proprietary rights, whether these rights are explicitly herein stated, determined by law, or otherwise, HedgeHog shall have, in addition to other remedies available to it, the right to injunctive relief enjoining such action.

23. **Independent Contractor.** The parties acknowledge and agree that HedgeHog is an independent contractor of Client, and nothing in this Agreement shall be construed to create an agency, partnership, joint venture, or employment relationship between HedgeHog and Client.

24. **Confidential.** The terms and conditions of this Agreement are confidential. However, HedgeHog may refer to Client in advertising or for publicity purposes.

25. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the

Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue in such Court for the limited and sole purpose of proceedings related to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

26. **Entire Agreement and Amendments.** This Agreement constitutes the entire agreement between the parties concerning the subject matter herein. This Agreement may only be modified in writing signed by both parties.

27. **Binding.** This Agreement shall be binding upon the parties hereto, as well as their successors in interest and permitted assigns.

28. **Assignment.** Neither Party may assign nor transfer its rights and/or obligations under this Agreement without the express prior written consent of other party.

29. **Waiver.** Waiver by either party of any breach, or failure to enforce any of the terms or conditions of this Agreement, at any time, shall not limit or affect that party's right to enforce strict compliance with all other terms of this Agreement.

30. **Severability.** Should any provision of this Agreement be held to be void, invalid, unenforceable, or illegal by a court of competent jurisdiction, the validity and unenforceability of the remaining provisions of the Agreement shall not be affected thereby.

## APPLICATION SERVICE PROVIDER AGREEMENT EXHIBIT A

Lexington-Fayette Urban County Government  
 Client  
 200 East Main Street, 3<sup>rd</sup> Floor  
 Street Address  
 Lexington, KY 40507  
 City, State/Province, Zip and Country  
 Candace Wafford, Div of Central Purchasing  
 Contact Person

HedgeHog, Inc.  
 13295 Illinois Street, Suite 325  
 Carmel, IN 46032  
 Tel: 800-208-2335  
 Fax: 801-740-0125  
 Web: [www.hedgehog.com](http://www.hedgehog.com)

Telephone  
 Fax  
[cwafford@lfucg.com](mailto:cwafford@lfucg.com)  
 E-mail

Effective Date: February 25, 2010

### FEES: VENDOR FEE BASED PLAN: HOSTED SERVICE APPLICATION LICENSE

#### HEDGEHOG HOSTED REVERSE AUCTION SERVICES

| LICENSE TERM | VALUE OF SPEND (RFQ)      | % Fee per Event | Max Dollar Amount per Award |
|--------------|---------------------------|-----------------|-----------------------------|
| 1 Year       | \$0.00 - \$100,000        | 2.00 %          | \$2000.00                   |
|              | \$100,001 - \$250,000     | 1.80%           | \$4500.00                   |
|              | \$250,001 - \$500,000     | 1.40%           | \$7000.00                   |
|              | \$500,001 - \$1,000,000   | 0.95%           | \$9500.00                   |
|              | \$1,000,001 - \$2,500,000 | 0.48%           | \$12000.00                  |
|              | \$2,500,001 - \$5,000,000 | 0.29%           | \$14500.00                  |
|              | \$5,000,001 - Up          | Max Flat Fee    | \$17000.00                  |

*This is a "Vendor Fee Based" Option whereby Lexington-Fayette Urban County Government (LFUCG) customers will pay no fees and will contract HedgeHog Inc to be the licensed Hosting Service for Online Reverse and Forward Auctions. The Vendor invited to the County's approved Auction Event, pre-qualified by the County whose is awarded a valid purchase order for the auction event will pay to HedgeHog directly a fee based on the schedule above. Fees will be applied to the awarded vendor invoices against the valid purchase order. Vendors will not be assessed fees for simply participating in the event.*

Upon receipt of LFUCG's signed contract with HedgeHog, an implementation schedule will be provided to support the needs of its customers and begin to offer online bid services.

Within the first week, once HedgeHog has received LFUCG's graphic files for Branding, a teleconference meeting will be scheduled to secure the contact information for the administrators designated to gain secure access to the site for auction planning, outlining any additional support needed for LFUCG customers to gain access and provide Supplier Account Profiles.

During Week Two, HedgeHog will work with the LFUCG to enter the registration of designated suppliers into the Bidder Accounts files, along with assisting the administrators with creating and tagging bidders with proprietary designations. HedgeHog Inc. will also work with the LFUCG to implement the Proprietary Reverse Auction Supplier Portal, as desired.

During Week Three, HedgeHog will provide a formal Demonstration and Training program for all administrators assigned to have access to the Branded LFUCG Internet Based Reverse Auction System.

Ongoing Auction Support and Training will be provided throughout the life of the contract on an on-demand basis by the administrators and bidders registered to have access to the LFUCG Branded Web Hosted site. This support and training will include, but not limited to, pre-auction event review to insure that the RFQ on Auction is set up to meet the goals of the administrator; Live event Monitoring, if needed, with bidder log in issues or "changes in the event status" as deemed by LFUCG Customers and, Post-event reviews will be scheduled to insure that the administrators have successfully gained access to all necessary reports from the e-Auction event to provide proper bid analysis.

HedgeHog, Inc. with its experience in providing "vendor fee" Internet Based Reverse Auction Hosted Services will recommend the following protocol when working with buyers of LFUCG:

**Step One:** The Buyer will send their RFQ and list of preferred suppliers to HedgeHog, Inc. HedgeHog, Inc. will manage the entire process, from inviting qualified suppliers, to training the bidders, to running the auction, to providing support and to sending a final bid summary to the buyer.

In addition, where needed, HedgeHog can be called upon to work with the buyer to develop a clear RFQ as well as source and identify additional suppliers for qualification review by the buyer to meet the procurement goal. A standard sourcing hourly rate for these additional services is listed below.

**Step Two:** The Buyer will review final auction bids, and will submit a valid Purchase Order directly to the supplier. The supplier must agree and adhere to the Terms and Conditions of the Purchase Order. The County reserves the right to reject any and all bids, and or award to any qualifying supplier; as determined to be in the best interest of LFUCG Procurement. (NOTE: HedgeHog will bill the only the awarded vendor the transaction fee from the schedule above, once it receives a copy of the awarded Purchase Order to the vendor by the LFUCG Customer. HedgeHog Inc takes all responsibility for collecting these fees.)

**FEES: Additional Services provided by HedgeHog (Optional) paid by Lexington-Fayette Urban County Government**

| Type of Fee                                                | Amount            | When Due           |
|------------------------------------------------------------|-------------------|--------------------|
| HedgeHog Hourly Consulting Fee (Supplier Sourcing Service) | \$125.00 per hour | Monthly in arrears |

**Customization.** If Client desires to engage HedgeHog to perform any changes or customization to the Licensed Software, HedgeHog shall perform such services on a time and materials basis, with fees to be negotiated between the parties.

Accepted:  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Accepted:  
HedgeHog, Inc.

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

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

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

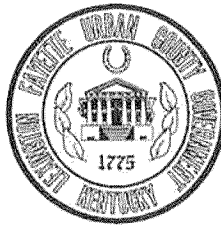
Name: \_\_\_\_\_

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

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

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

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



223-10

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Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry  
Mayor

Linda Rumpke  
Commissioner

MEMORANDUM

TO: Mayor Jim Newberry  
Councilmembers

FROM: Bill O'Mara, Director *WPS*  
Division of Revenue

DATE: April 26, 2008

SUBJECT: Collection Service Agreement – Gila Corporation d/b/a Municipal Services  
Bureau (MSB)

---

Attached is an agreement between the Lexington-Fayette Urban Government (LFUCG) and Gila Corporation d/b/a Municipal Services Bureau (MSB) for collection services for delinquent fees, fines or taxes of the government, Council requested to approve the agreement between LFUCG and MSB.

If you have questions or need additional information, please contact me.

cc: Linda Rumpke, Commissioner of Finance  
Brian Marcum, Division of Central Purchasing  
Logan Askew, Department of Law  
David Barberie, Department of Law

**COLLECTION SERVICES AGREEMENT**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between Gila Corporation d/b/a Municipal Services Bureau, a Texas Corporation (hereinafter, "MSB") with its principal place of business at 6505 Airport Blvd., Suite 100, Austin, Texas 78752, and Lexington-Fayette Urban County Government (hereinafter, the "LFUCG"), who agree as follows:

**I. DUTIES AND RESPONSIBILITIES.**

A. Debtor Contact. MSB will mail notices, telephone and/or otherwise contact those individuals (as referred to herein, the "Debtors") who LFUCG has identified to MSB as having outstanding and unpaid fees, fines or similar items payable to LFUCG. MSB's contacts with Debtors will be to attempt to notify Debtors of their obligation(s) to LFUCG. The purpose of the contact is to offer Debtors the opportunity to resolve their obligation voluntarily before LFUCG contemplates further action, if any. With respect to each account referred to MSB by LFUCG, LFUCG will provide to MSB the name and last known address of the Debtor, all information regarding the date(s) of the alleged obligation(s), the date judgment, if any, was entered against the Debtor, and the amount of any such obligation(s) for which LFUCG is owed monies by the Debtor. LFUCG, to the extent available, will also supply MSB with any other information about each Debtor such as driver's license number, social security number and/or telephone number. When appropriate and at its sole discretion, MSB may attempt to locate Debtors when the last known address provided by LFUCG is invalid. The information supplied to MSB by LFUCG must be in a format acceptable to MSB and shall be provided not less frequently than once every month.

B. Correct Information. MSB will rely completely on LFUCG to provide correct information about the Debtors' existing cases and, specifically, about any dollar amount in question. LFUCG will immediately update and correct any information it has provided to MSB. In particular, the City will immediately notify MSB of any payment or other satisfaction of indebtedness made directly to LFUCG or any other action affecting the amount or timing of monies owed by the Debtors to LFUCG.

C. Accounts Returned. LFUCG will allow MSB a minimum of 180 days to contact a Debtor about his/her account. This time period will begin with the first day of the following month in which the account was referred to MSB. During this 180 day period, LFUCG agrees not to contact Debtors or otherwise attempt to collect monies for those Debtors whose accounts have been referred to MSB, though nothing contained herein shall limit or otherwise LFUCG's ability to accept monies forwarded or otherwise voluntarily paid by a Debtor to LFUCG. Upon written request by LFUCG, MSB will cease contacting a Debtor whose account remains outstanding at the time of the written request. Upon written request by LFUCG, MSB will return any Debtor's account to LFUCG.

D. Debtors Referred to the LFUCG. MSB will refer Debtors who wish to resolve their obligation with LFUCG other than by payment to the person designated by the LFUCG to respond to the Debtor's request.

E. Valid Debts. LFUCG agrees that Debtor accounts placed with MSB for collection will be valid and legally enforceable debts and not disputed or subject to any bankruptcy proceeding unless otherwise disclosed in writing to MSB by LFUCG.

F. Legal Action/Credit Bureaus. LFUCG authorizes MSB to report delinquent accounts to the credit bureau(s) of MSB's choice. In no event shall MSB be required to bring any suit for the collection of any uncollected amounts. Should LFUCG and MSB mutually agree that prosecution of a lawsuit is the proper course of action against a Debtor to effect collection, MSB shall request written authorization from LFUCG before proceeding and the parties shall agree in writing as to how the prosecution of the lawsuit will be effectuated.

## II. COMMISSIONS ON FINES COLLECTED.

A. Basic Commission Rate. LFUCG will pay to MSB a commission rate on all amounts of monies collected and/or received for accounts after the date the account is referred to MSB by LFUCG, regardless of whether payment is accepted directly by LFUCG or accepted by MSB on LFUCG's behalf. The commission is set below:

| <b>Category 1: EMS Collections</b> |                    |                 |
|------------------------------------|--------------------|-----------------|
| Account Value                      | Collection Fee %   |                 |
|                                    | Without Litigation | With Litigation |
| \$1 - \$100                        | 26%                | 38%             |
| \$101 - \$300                      | 24%                | 38%             |
| \$301 - \$500                      | 22.5%              | 38%             |
| \$500 +                            | 21.5%              | 38%             |

| <b>Category 2: Miscellaneous Receivables Collections</b> |                    |                 |
|----------------------------------------------------------|--------------------|-----------------|
| Account Value                                            | Collection Fee %   |                 |
|                                                          | Without Litigation | With Litigation |
| \$ 1 - \$100                                             | 26%                | 38%             |
| \$101 - \$300                                            | 24%                | 38%             |
| \$301 - \$500                                            | 22.5%              | 38%             |
| \$500 +                                                  | 21.5%              | 38%             |

By way of example, after a Debtor's Category 1 account is referred to MSB, if \$100.00 is paid on that account, MSB's commission will be \$26.00, regardless of whether payment is accepted directly by LFUCG or accepted by MSB on LFUCG's behalf.

In the event LFUCG refers new categories of accounts to MSB, LFUCG will pay to MSB a commission rate for those accounts in amount equal to Category 1, set forth above.

B. Notification of Collections. MSB will notify, in a mutually agreed-to format, LFUCG daily of any monies it receives from Debtors towards payments of obligations due and owing to LFUCG. LFUCG may then accept or reject the payment offered by the Debtor. By the fifteenth of each month, MSB will provide detailed reporting to LFUCG to identify all accounts

known to be resolved during the prior month and to remit monies collected on LFUCG's behalf. MSB makes no warranties or representations, expressed or implied, about the amount of funds that will be collected and MSB shall have no liability for any amounts uncollected. The only liability of MSB will be to forward any funds collected to LFUCG, subject to MSB retaining its commission amount. LFUCG authorizes MSB to endorse negotiable instruments made payable to LFUCG and provided to MSB in payment of fines collected and to deduct commissions due on those fines paid directly to MSB from amounts collected by MSB.

C. For funds collected by LFUCG on Debtor accounts referred to MSB, LFUCG will notify MSB as soon as possible, but not less than weekly, and MSB will invoice LFUCG for the commission due. LFUCG agrees to review the invoice and forward payment to MSB within 30 days of receipt of the invoice. Should a payment of commission due under this Agreement not be made to MSB within 45 days of LFUCG's receipt of MSB's invoice and LFUCG fails to provide a written dispute as to any one particular account or the amount due and owing under the invoice, MSB shall be entitled to immediately offset any amount due and then owing to MSB from monies due to be forwarded to LFUCG to satisfy any outstanding amount then due and owing to MSB.

### III. TERM AND TERMINATION.

Cancellation. If the services to be performed hereunder by MSB are not performed in an acceptable manner to LFUCG, LFUCG may cancel this Agreement for cause by providing written notice to MSB, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, MSB may seek to bring the performance of services hereunder to a level that is acceptable to LFUCG, and LFUCG may rescind the cancellation if such action is in its best interest.

#### A. Termination for Cause.

- (1) LFUCG may terminate a contract because of MSB's failure to perform its contractual duties.
- (2) If MSB is determined to be in default, LFUCG shall notify MSB of the determination in writing and may include a specified date by which MSB shall cure the identified deficiencies. LFUCG may proceed with termination if MSB fails to cure the deficiencies within the specified time.
- (3) A default in performance by MSB for which a contract may be terminated shall include, but shall not necessarily be limited to:
  - (a) Failure to perform the Agreement according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the Agreement;
  - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished;
  - (d) Failure to diligently advance the work under the Agreement;

- (e) The filing of a bankruptcy petition by or against MSB; or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination.

Notwithstanding the above provisions, LFUCG may terminate this Agreement at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by LFUCG provided these goods or services were provided in a manner acceptable to LFUCG. Payment for those goods and services shall not be unreasonably withheld.

IV. OTHER PROVISIONS.

A. Indemnification.

MSB shall defend, indemnify, and hold harmless LFUCG from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees, that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by: (a) MSB's negligent acts or intentional misconduct, or errors or omissions, in connection with the performance of this contract, (b) ~~LFUCG's~~ <sup>MSB's</sup> 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 LFUCG, or (c) the condition of any premises, equipment or other property being used or operated by the MSB in connection with the performance of this contract. In the event LFUCG is alleged to be liable based upon the actions or inactions of MSB, MSB shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld. 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 - Required Insurance Coverage.

MSB 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 subcontractors 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 MSB. The cost of such insurance shall be included in any bid:

**Coverage:**

**Limits:**

|                                           |                                                   |
|-------------------------------------------|---------------------------------------------------|
| General Liability                         | \$1 million per occurrence, \$2 million aggregate |
| (Insurance Services Office Form CG 00 01) | or \$2 million combined single limit              |

Commercial Automobile Liability combined single, \$1 million per occurrence  
(Insurance Services Office Form CA 0001)

Worker's Compensation Statutory

Employer's Liability \$500,000.00

The policies above shall contain the following conditions:

- a. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile 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 have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy in the amount of \$1 million shall be obtained 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.

C. Applicable Law. This Agreement will be construed in accordance with the laws of the Commonwealth of Kentucky.

D. Force Majeure. No party shall be liable for any failure to perform its obligations in connection with any action described in this Agreement, if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, or other cause beyond such party's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

E. RFP Documents. The requirements as outlined in LFUCG RFP #2-2010, in the General Provisions, and MSB's response shall be included in this agreement.

F. Notices required or otherwise arising from this Agreement shall be sent the following:



224-10

43

Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry  
Mayor

Linda L. Rumpke  
Commissioner

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

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

**DATE: APRIL 28, 2010**

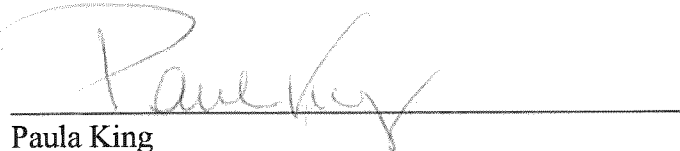
**SUBJECT: AUTHORIZATION TO EXECUTE ASSISTANCE AMENDMENT TO  
AWARD FROM THE ENVIRONMENTAL PROTECTION AGENCY  
UNDER THE ENVIRONMENTAL JUSTICE SMALL GRANT PROGRAM**

---

On March 26, 2009 (Ordinance No. 37-2009), Council approved acceptance of an award from the Environmental Protection Agency in the amount of \$20,000 under the Environmental Justice Small Grant Program to provide for health education and outreach to the underserved Medicaid pediatric population in Fayette, Bourbon, Clark, Jessamine, and Madison counties, regarding exposure to lead-based paint poisoning in children. The Department of Environmental Quality has determined that the original scope of work cannot be implemented and has proposed a revised workplan to EPA. EPA has accepted the modification to the workplan and has offered the LFUCG an Assistance Amendment that also extends the performance period.

No matching funds are required.

Council authorization to execute the Assistance Amendment is hereby requested.



Paula King  
Director

Xc: Susan Bush, Acting Commissioner of the Department of Environmental Quality

| FUNDS                         | FORMER AWARD | THIS ACTION | AMENDED TOTAL |
|-------------------------------|--------------|-------------|---------------|
| EPA Amount This Action        | \$ 20,000    | \$ 0        | \$ 20,000     |
| EPA In-Kind Amount            | \$ 0         | \$          | \$ 0          |
| Unexpended Prior Year Balance | \$ 0         | \$          | \$ 0          |
| Other Federal Funds           | \$ 0         | \$          | \$ 0          |
| Recipient Contribution        | \$ 0         | \$          | \$ 0          |
| State Contribution            | \$ 0         | \$          | \$ 0          |
| Local Contribution            | \$ 0         | \$          | \$ 0          |
| Other Contribution            | \$ 0         | \$          | \$ 0          |
| Allowable Project Cost        | \$ 20,000    | \$ 0        | \$ 20,000     |

| Assistance Program (CFDA)                                                  | Statutory Authority                                                       | Regulatory Authority |
|----------------------------------------------------------------------------|---------------------------------------------------------------------------|----------------------|
| 66 604 - Environmental Justice Small Grants Program for Community Research | Clean Air Act: Sec. 103(b)(3)<br>Safe Drinking Water Act: Sec. 1442(b)(3) | 40 CFR PART 31       |

[illegible]

## Budget Summary Page

| Table A - Object Class Category<br>(Non-construction)               | Total Approved Allowable<br>Budget Period Cost |
|---------------------------------------------------------------------|------------------------------------------------|
| 1. Personnel                                                        | \$4,100                                        |
| 2. Fringe Benefits                                                  | \$1,230                                        |
| 3. Travel                                                           | \$0                                            |
| 4. Equipment                                                        | \$0                                            |
| 5. Supplies                                                         | \$12,670                                       |
| 6. Contractual                                                      | \$2,000                                        |
| 7. Construction                                                     | \$0                                            |
| 8. Other                                                            | \$0                                            |
| 9. Total Direct Charges                                             | \$20,000                                       |
| 10. Indirect Costs: % Base                                          | \$0                                            |
| 11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.) | \$20,000                                       |
| 12. Total Approved Assistance Amount                                | \$20,000                                       |
| 13. Program Income                                                  | \$0                                            |
| 14. Total EPA Amount Awarded This Action                            | \$0                                            |
| 15. Total EPA Amount Awarded To Date                                | \$20,000                                       |



214-10  
RECEIVED  
APR 21 2010  
GENERAL SERVICES  
MANAGEMENTS OFFICE

46

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: Change Order Request (FINAL)

DATE: April 20, 2010

This is a request for Council approval to increase the amount of contract no. 894 with G & G Paving for improvements to Coolavin Parking Lot. This increase request is in the amount of \$9,599.00 for full depth asphalt repair with concrete cap, 200 l.f. concrete sidewalk, 16 wheel stops, parking re-striping and ADA Signage and PVC drain pipe. This change order will increase the original contract amount from \$18,900.00 to \$28,499.00.

Please contact me if there are any questions.

CC: Kimra Cole, Commissioner of General Services

JEH/bac

**CONTRACT HISTORY FORM**Contractor: G & G PavingProject Name: Coolavin Parking LotContract Number and Date: 894, April 12, 2007Responsible LFUCG Division: Parks & Recreation**CHANGE ORDER DETAILS****Summary of Previous Change  
Orders To Date****Dollar Amount****Percent Change to  
Original Contract**A. Original Contract Amount: \$ 18,900.00B. Cumulative Amount of  
Previous Change Orders: \$ 0.000% %  
(Line B / Line A)C. Total Contract Amount  
Prior to this Change Order: \$ 18,900.00**Current Change Order**D. Amount of This Change Order: \$ 9,599.0051% %  
(Line D / Line A)E. New Contract Amount  
Including this Change Order: \$ 28,499.00151% %  
(Line E / Line A)**SIGNATURE LINES**Project Manager: Mark MorganDate: 4/8/10Reviewed by: [Signature]Date: 4/12/10Division Director: [Signature]Date: 4/20/10

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

Date: 04/01/2010 **214-10**  
Project: Coolavin Parking Lot  
Location: Coolavin Park

48

To (Contractor)

Contract No  
894

G & G Paving

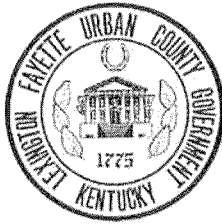
Change Order No. 1

**You are hereby requested to comply with the following changes from  
the contract plans and specifications:**

| Item<br>No.<br>(1) | Description of changes-quantities, unit<br>prices, change in completion, etc.<br>(2) | Decrease in<br>contract price<br>(3) | Increase in<br>contract price<br>(4) |
|--------------------|--------------------------------------------------------------------------------------|--------------------------------------|--------------------------------------|
| 1                  | Full depth asphalt repair with<br>concrete cap                                       |                                      | \$3,255.00                           |
| 2                  | 200 l.f. concrete sidewalk                                                           |                                      | \$3,200.00                           |
| 3                  | 16 wheel stops                                                                       |                                      | \$1,600.00                           |
| 4                  | Parking striping & ADA signage                                                       |                                      | \$1,000.00                           |
| 5                  | 35ft. 6in. PVC drain pipe                                                            |                                      | \$544.00                             |
|                    |                                                                                      |                                      |                                      |
|                    |                                                                                      |                                      |                                      |
|                    |                                                                                      |                                      |                                      |
|                    |                                                                                      |                                      |                                      |
|                    |                                                                                      |                                      |                                      |
|                    | Change in contract price due to this<br>Change Order:                                |                                      |                                      |
|                    | Total decrease                                                                       | \$0.00                               | XXXXXXXXXX.XX                        |
|                    | Total increase                                                                       | XXXXXXXXXX.XX                        | \$9,599.00                           |
|                    | Net (increase) contract price                                                        |                                      | \$9,599.00                           |

The sum of \$9,599.00 is hereby added to the total contract price, and the total adjusted contract price to date thereby is \$28,499.00  
The time provided for completion in the contract and all provisions of the contract will apply hereto.

Recommended by Mark S. Morgan (Superintendent) Date 4/8/10  
Accepted by Terrance Gotschall (Contractor) Date 4/8/10  
Approved by Michael (Director) Date 4/20/10  
Approved by \_\_\_\_\_ (Commissioner) Date \_\_\_\_\_  
Approved by \_\_\_\_\_ (Mayor or CAO) Date \_\_\_\_\_



215-10

Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry  
Mayor

Linda L. Rumpke  
Commissioner

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

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

**DATE: APRIL 26, 2010**

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO ACCEPT AWARD  
FROM THE KENTUCKY DIVISION OF FORESTRY UNDER  
THE KENTUCKY URBAN AND COMMUNITY FORESTRY  
PROGRAM— FY 2010**

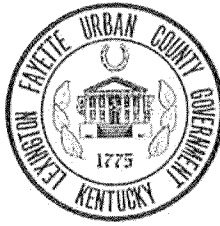
The Kentucky Division of Forestry has offered the Lexington-Fayette Urban County Government an award of federal funds in the amount of \$3,153 to support the cost of two forestry employees to attend the 2010 International Society of Arboriculture Conference and Trade Show in Chicago, Illinois.

The source of federal funds is the Cooperative Forestry Assistance Program in the U.S. Department of Agriculture. A 50% match (\$3,153) is required. Matching funds will be documented in the form of staff time of existing personnel in the Division of Streets, Roads and Forestry. Total project cost is \$6,306.

Council authorization to accept the award is hereby requested.

Paula King  
Director

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



216-10

50

Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry  
Mayor

Linda L. Rumpke  
Commissioner

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

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

**DATE: APRIL 27, 2010**

**SUBJECT: REQUEST COUNCIL AUTHORIZATION TO ACCEPT AWARD  
FROM THE KENTUCKY TRANSPORTATION CABINET FOR  
THE ILLUMINATED STREET NAME SIGN PROJECT— FY 2010**

---

The Kentucky Transportation Cabinet has offered the Lexington-Fayette Urban County Government federal funds in the amount of \$365,000 from the Congestion Management/Air Quality Program for the Illuminated Street Name Sign Project.

This project includes the installation of illuminated street names signs to be completed in two phases. Phase 1 of the project covers strategic community-wide intersections (points of motorist decision) from near the Kentucky Horse Park along Newtown Pike and US 27 corridors to the Jessamine County Line. The streets included in this phase are as follows: Newtown Pike and W Main Street, Newtown Pike and Citation Boulevard, Newtown Pike and W Loudon Avenue, Nicholasville Road and Cooper Drive, Nicholasville Road and Alumni Drive, Nicholasville Road and Southland Drive. This phase is planned to be completed by the beginning of the WEG in September 2010. Phase 2 will cover the remaining intersections from the over 40 of the community's larger intersections selected to receive the enhanced signage.

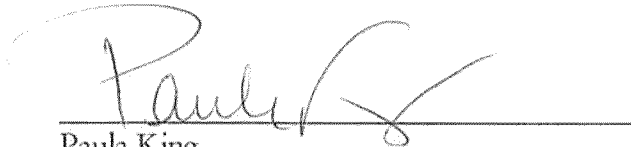
The streets included in Phase 2 are as follows: Newtown Pike and Nandino Boulevard, Todds Road and Man O War Boulevard, Sir Barton Way and Man O War Boulevard, Rio Dosa Drive and Man O War Boulevard, Richmond Road and Man O War Boulevard, Eagle Creek Drive and Richmond Road, Alumni Drive and Man O War Boulevard, Armstrong Mill Road and Man O War Boulevard, Tates Creek Road and Armstrong Mill Road, Tates Creek Road and Man O War Boulevard, Clays Mill Road and Man O War Boulevard, Harrodsburg Road and Man O War Boulevard, Harrodsburg Road and Beaumont Centre Parkway, Versailles Road and Man O War Boulevard, Versailles Road and Alexandria Drive, Versailles Road and S Forbes Road, W High Street and Pine Street, W Main Street and S Forbes Road, Leestown Road and Masterson Station Drive, Georgetown Road and Citation Boulevard, Georgetown Road and Nandino Boulevard, New Circle Road and Russell Cave Road, New Circle Road and N Broadway, New Circle Road and Bryan Station Road, N

Broadway Road and W Loudon Avenue, Winchester Road and E Loudon Avenue, Winchester Road and Sir Barton Way, New Circle Road and Liberty Road, Richmond Road and Fontaine Road, Fontaine Road and E High Street, Tates Creek Road and Lansdowne Drive, Tates Creek Road and Alumni Drive, Harrodsburg Road and Lane Allen Road, Harrodsburg Road and Mason Headly Road, S Broadway Road and Red Mile Road.

Approximately 100 of the internally lighted signs are to be installed to assist visitors and other motorists as they travel in and around the community.

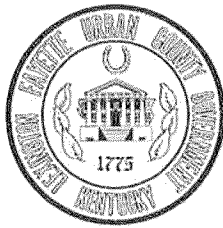
The federal amount for the project is \$365,000. Required matching funds of 20% will be met through toll credits. Total project amount is \$365,000. Federal funds are from the federal Congestion Management/ Air Quality Program (CMAQ) allocation.

Council authorization to accept the award is hereby requested.



Paula King  
Director

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



217-10

52

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

Jim Newberry  
Mayor

Mike Webb  
Commissioner

MEMORANDUM

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

FROM: Bettie Kerr, Director *BLK*  
Division of Historic Preservation

DATE: April 26, 2010

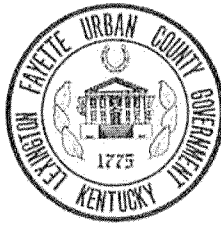
SUBJECT: Request authorization to accept professional services for archaeological monitoring of Main Street Streetscape Improvements Project per RFP #11-2010

This is request authorization to contract for professional archaeological services.

In response to the RFP for professional archaeological services for the Main Street Streetscape Improvements Project, (Phase B), five proposals were received. In reviewing the proposals, the selection committee has selected the University of Kentucky Research Foundation to provide the work in the amount of \$56,457. The purpose of the project is to monitor the below-grade disturbance per construction for the streetscape improvements, including in-field documentation, data analysis, artifact analysis, site form preparation, curation of artifacts and compilation of technical summary report. Funds are budgeted in 2600-303301-0001-91714.

Please let me know if you have questions.

Cc: Michael Webb, Commissioner of Public Works and Development  
Brian Marcum, Division of Purchasing  
Harold Tate, Downtown Development Authority



222-10

53

Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Newberry  
Mayor

Linda L. Rumpke  
Commissioner

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

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

**DATE: APRIL 27, 2010**

**SUBJECT REQUEST COUNCIL AUTHORIZATION TO EXECUTE CHANGE  
ORDER TO THE CONTRACT WITH BLUEGRASS ELECTRIC  
CONSULTANTS, INC., FOR THE TRAFFIC SIGNAL REBUILD AT  
NICHOLASVILLE ROAD & MAN O' WAR BOULEVARD**

On March 4, 2010 (Resolution No. 82-2010), the Urban County Council approved the award of a bid in the amount of \$62,625.00 (Bid No. 1-2010) from Bluegrass Electrical Consultants, Inc., for the traffic signal rebuild at Nicholasville Road and Man o' War Boulevard the under the Lane Use Controls/Reversible Lane Project. The proposed Change Order in the amount of \$8,552.77 includes removal and replacement of three sections of sidewalk, additional wire for Traffic Signal, and removal of existing traffic camera pole and foundation. New total is \$71,177.77.

Funds are budgeted as follows:

| FUND | DEPT ID | SECT | ACCT  | PROJECT       | BUD REF | ACTIVITY  |
|------|---------|------|-------|---------------|---------|-----------|
| 3160 | 303202  | 3223 | 91711 | REVERSLN 2007 | 2007    | FED GRANT |

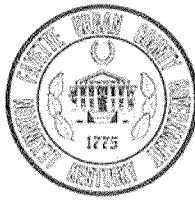
Council authorization to execute Change Order is hereby requested.



Paula King, Director

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





218-10

55

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: April 26, 2010

RE: Partial Release of Easement  
216 and 213 New River Court

This memo is to request a Resolution authorizing the Mayor to sign a Partial Release of Storm Sewer Easement releasing a portion of a storm sewer easement on property located at 216 and 213 New River Court.

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.

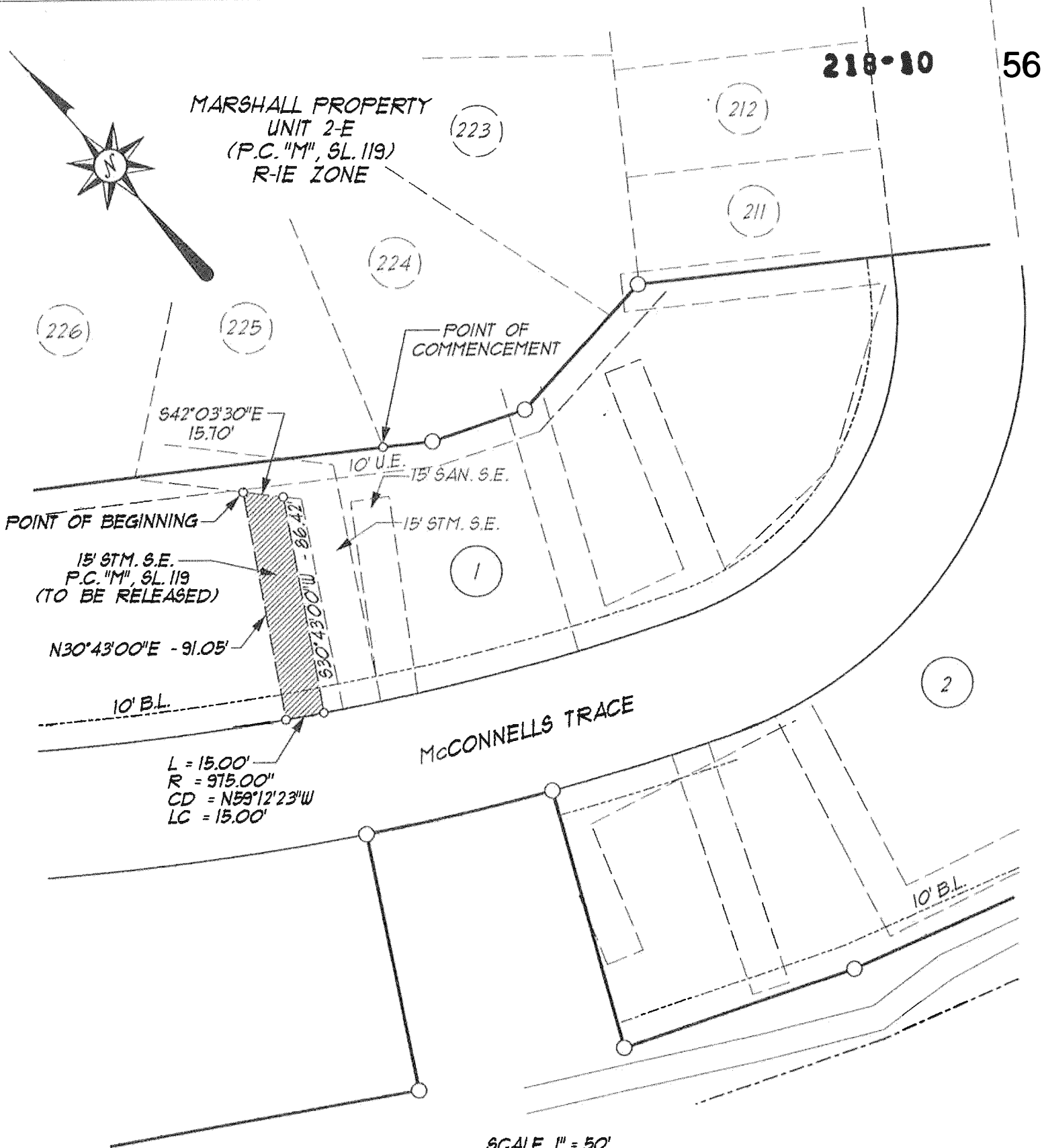
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Edward W. Gardner  
Attorney Sr.

Enclosure

cc: Joe Kelly, Mayor's Office  
Council Office

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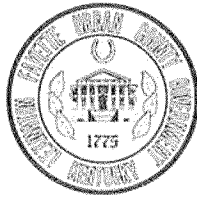
**E& Partners, PLLC**



CIVIL ENGINEERS • LAND SURVEYORS • LANDSCAPE ARCHITECTS  
311 WALL STREET  
LEXINGTON, KENTUCKY 40513  
PHONE (859) 296-9889  
FACSIMILE (859) 296-9887

**EXHIBIT "A"**  
15' STORM SEWER EASEMENT RELEASE  
MARSHALL PROPERTY  
UNIT 2-K, LOT 1  
LEXINGTON, FAYETTE COUNTY, KENTUCKY  
MARCH 2010

j:\9803\un2\_th\plate\sewer-exhibit-2.dgn



219-10

57

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: April 26, 2010

RE: Partial Release of Easement  
268 McConnells Trace

This memo is to request a Resolution authorizing the Mayor to sign a Partial Release of Storm Sewer Easement releasing a portion of a storm sewer easement on property located at 268 McConnells Trace.

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.

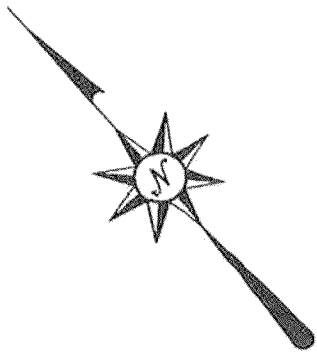
Edward W. Gardner  
Attorney Sr.

Enclosure

cc: Joe Kelly, Mayor's Office  
Council Office

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219-1058



(212) MARSHALL PROPERTY  
UNIT 2-E  
(P.C. "M", SL. 119)  
R-1E ZONE

POINT OF  
COMMENCEMENT

(211)

(267)

(2)

McCONNELLS TRACE

10' B.L.

POINT OF BEGINNING

L = 15.00'  
R = 1025.00'  
CD = S67°21'23"E  
LC = 15.00'

S22°58'34"W - 99.10'  
15' STM. S.E.  
P.C. "M", SL. 119  
(TO BE RELEASED)

15' STM.  
S.E.

15' SAN.  
S.E.

10' B.L.

MULTI-USE TRAIL

L.F.U.C.G. PROPERTY  
(GREENWAY)  
P.C. L, SL. 912

N67°01'26"W  
15.00'

SCALE 1" = 50'

**EA Partners, PLLC**



CIVIL ENGINEERS • LAND SURVEYORS • LANDSCAPE ARCHITECTS

3111 WALL STREET  
LEXINGTON, KENTUCKY 40513  
PHONE (859) 296-9889  
FACSIMILE (859) 296-9881

EXHIBIT "A"

15' STORM SEWER EASEMENT RELEASE  
MARSHALL PROPERTY  
UNIT 2-K, LOT 2

LEXINGTON, FAYETTE COUNTY, KENTUCKY  
MARCH 2010

j:\9803\un2\th\plats\sewer-exhibit-1.dgn



220-10

Lexington-Fayette Urban County Government  
OFFICE OF THE MAYOR

Jim Newberry  
Mayor

TO: Mayor Jim Newberry  
Urban County Council

FROM: Anthony Wright *aw*  
Mayor's Office of Economic Development

DATE: April 28, 2010

RE: IRB – Sayre College, Inc.

---

Sayre College 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 Urban County Government to construct, install, acquire, renovate and equip certain capital improvements to their facilities. This refunding is necessary primarily due to changes in market conditions. This bond issue is for refunding the outstanding revenue bond Series 2001. Sayre College is requesting LFUCG to approve and issue bonds in an amount up to \$7,450,000 to refund the outstanding bond issue. There is no cost or liability to the Urban County Government.

The IRB Committee met to review the applications on April 28, 2010. Because these do not involve new projects, no inducement resolution is necessary.

cc: IRB Committee  
David Barbarie, Law Department  
Glenda George, Law Department  
Linda Rumpke, Finance  
Rebecca Langston, Council Office



221-10

60

Lexington-Fayette Urban County Government  
OFFICE OF THE MAYOR

Jim Newberry  
Mayor

TO: Mayor Jim Newberry  
Urban County Council

FROM: Anthony Wright *aw*  
Mayor's Office of Economic Development

DATE: April 28, 2010

RE: IRB –The Roman Catholic Diocese of Lexington

---

The Roman Catholic Diocese of Lexington is requesting that the Lexington-Fayette Urban County Government issue Industrial Revenue bonds of up to \$5,100,000 for the purpose of refunding outstanding revenue bonds previously issued by the Urban County Government for certain various capital projects and/or related items in the amount of \$1,975,000. \$3,025,000 of the proceeds will be used to finance expansion and renovation of the sports complex and capital maintenance and repairs.

The IRB met and reviewed the application on April 28, 2010. The Committee approved the application by unanimous vote. There is no cost or liability to the Urban County Government.

cc: IRB Committee  
David Barbarie, Law Department  
Glenda George, Law Department  
Linda Rumpke, Finance  
Rebecca Langston, Council Office

Budget Committee of The Whole (COW)  
April 27, 2010  
Summary

Kevin Stinnett chaired today's meeting. All council members present except Myers and McChord.

**1. Presentation of 2009 Audit Findings - Mountjoy Chilton Medley, External Auditors**

Commissioner Rumpke told council members the external auditor report is on-line for review.

James said she did not know today's presentation of 2009 audit findings was about our financial statement. She asked representatives from the audit group about compliance with government ordinances and statues. Stinnett explained council receives the audit findings every year as part of the budget preparation cycle, adding he announced this presentation in two previous meetings. Martin asked if the audit covers entities such as Lex-Tran and does it provide an opinion on financial controls. A representative from the audit firm replied we don't give an opinion only the effectiveness of controls. He added there is no opinion of internal controls, if you wanted that, there would need to be a separate engagement. They perform a review of internal controls but are not allowed to give an opinion only to test controls.

Gorton referred to state statutes asking the auditor if they look at local ordinances/resolutions and if the audit includes urban service funds. She was told resolutions are looked at only if they have a direct impact on findings and yes, urban service funds are reviewed.

Gray referred to asset summary, and had a question about \$30 million bond proceeds. The auditor explained the numbers are captured when expenses occur not when they are paid out. Gray said the real issue is how this relates to our current funding. The auditor explained it would have impact on actuarial analysis.

Stinnett commented on importance of this audit adding these are the only numbers we have to use during budget process.

Crosbie questioned any conflict regarding reporting results of the audit directly to certain levels of supervision, she was referring to accounting practices, and wanted to know how recommendations are made and how/if this information is reported. She asked how to obtain audit report information for the last three years. She asked about information brought to their attention regarding accounting practices. The auditors explained its responsibility and role in reporting findings.

Lawless asked about CAFR and the audit report and how they coincided.

Lane referred to government accounting system and wanted to know if LFUCG software system is adequate. The auditor said it's getting better; however, their audit did address some issues. For example: CAFR is not prepared via People soft's accounting system, they recommended using People soft for all formats. Lane worried about no continuity between how reports are generated and having accurate historical data. He asked about control testing. The auditor talked about different methods of accounting and what they look at as control testing.

Crosbie had a question, referring to pages 13 and 14 of CAFR. The auditor responded telling her financial statements are the responsibility of management.

**2. Business and Occupational License Fee Discussion \* Ordinance No. 160-2008 Amending Sections 13-5 and 13-9 of the Code of Ordinances to Establish an Annual Minimum License Fee of \$100**

Stinnett explained this agenda item would be covered before item 2.

O'Mara gave minimum license fee proposal, covering a change from December 31 to April 15 as the due date, no requirement for posting in business location and individual (sole proprietor) business activity test and for sole proprietor), if total gross receipts are less than \$4.4 K then no minimum license fee is due.

James asked if there is draft legislation regarding this proposal and was told not yet.

Martin asked about filing a tax return. O'Mara said we are still trying to determine, he said we are talking about schedule C of individual returns. Martin said this is a source of frustration for business owners, having to file different types of returns, referring to LLC, asking why this wouldn't apply. O'Mara said it's decided by type of business activity. Martin confirmed it there is still has not been decided if individuals making less than \$4.4K have to file a return. O'Mara replied not yet, need input from our legal dept.

Lane supports the proposal for LLC's, asking O'Mara his perspective.

James asked when we will see this as an ordinance. Stinnett explained we will see more on this at another COW meeting.

**2. Review and Discussion of FY 2010 Financials for March, 2010 (monthly & YTD)**

O'Mara covered economic indicators such as unemployment rates. James asked about the unemployment percentage shown and was told the data is from the Dept. of Labor. She remarked she does not want to be misled by a number and asked for a presentation on what unemployment numbers reported really mean. O'Mara showed March actual below budget at \$8.4 million and is still hopeful their projection is on track.

Ellinger asked where we are with actual estimates and how things look with \$12.5 shortfall built in. O'Mara talked about meeting collections. Ellinger asked about comparing numbers for the same time period last year.

#### **4. Discussion of Debt and Capital Projects Included in the MPB for FY 2011**

Rumpke covered capital debt in the Mayor's Proposed budget, explaining there was a separate document handed out which is operating capital. She said total LFUCG capital includes all funds, not just general fund. The presentation showed use of funds and sources of funds, adding this was a global overview and will cover details later in the presentation. She noted everything in today's presentation is new.

Gorton asked about sources of funds, sewer revenue and cash transfers. Rumpke provided a break down on source of funds; she said the actual details are on operating capital hand out.

James asked Rumpke to identify those projects the council rated; she didn't have that information but would email it to council members after today's meeting. General fund capital expenditure list was covered: \$1.4 million FY2010 unfunded and \$18.0 million FY2010 MPB explained what projects will be bonded.

James wanted to know when council members might have a chance to address unfunded projects. Stinnett said the venue for that is during the Link process and Budget COW meetings. Gorton asked how information is reflected from one list to another (referring to list of details). Martin talked about importance of items on paving list. Stinnett said this presentation is only to showing what is in the budget and is just the beginning of budget concerns and discussions.

Rumpke showed GO bonded capital (total bonded) \$49.35 million and total GO bonded debt service, asking do we want to add additional debt service, remarking this is a decision point for council, looking at \$3.9 million in additional debt service and asking what the full impact of additional debt service is.

Lawless said it appears many items on the bond list are operational cost. Rumpke asked for an example, explaining the need to reserve as much cash

as we can. She referred to recent recommendations from Hilliard Lyons, maintaining cash helps maintain AA rating.

Lawless wanted more information on rational for bonding certain items and not using a dedicated fee. Crosbie talked about burden of bonding on the tax payers, taking user fees and reserving them, referring to bonding for items there is a dedicated fee to cover. Stinnett asked if we are using a dedicated fee (urban services) to pay dedicated items. Rumpke said yes. Gorton expressed concern about citizens paying dedicated fees. Rumpke said we are stepping back to look at LFUCG as a whole and are trying to keep our cash balances as stable as possible, adding ratings agency look at a total and not just a single fund.

Gorton said her duty as council member is to insure fees and taxes are spent as they are meant to be, urging the need for more discussion on this issue.

Lane and Beard asked about bonding for items such as Rosies, Herbies, etc. James referred to surplus in urban service fund saying it was a hot topic in the past. She referred to the excess of urban service funds saying it was due to - putting things on hold and not making purchases. She felt we are being held hostage by bonding agencies and we need a different type of revenue system, other than bonding. She wanted to know if the administration has a plan for alternate revenue. Rumpke said we did pay cash for trucks from the urban service fund (approx. \$8 million). Rumpke said these are difficult times. Interest rates are depressed and we must strike a delicate balance. She shared interest rates on recent bonds saying this allows us to pick up more money to put towards debt, adding how to smooth out revenues is a difficult task.

Henson also commented on dedicated fees and using them for what they are intended. She confirmed any surplus in funds is invested. She remarked she has a problem with this coming from general fund. Rumpke talked about advantages of bonding and paying cash. Henson asked if are we taking on more capital then we can afford.

Stinnett asked why we can't use surplus money from urban service fund.

Crosbie said the Links committee she chairs had many questions for Rumpke and asked if could be at the meeting this Friday. She can not. Gorton asked to send someone to the next Link meeting who can answer questions in her absence. Rumpke said it depends on what types of questions need answers and was told they were on indirect cost, dedicated funds and are they are dispersed, etc. Rumpke recommended Mary Fister to address those issues.

Martin asked Rumpke about surplus and amount of debt to incur from police/fire pension.

Gorton asked Rumpke to provide a list of fee increases that are built into the budget.

No actions/motions came from today's proceedings.

Meeting adjourned at 2:56 pm