

Louisville Metro Council City Agency Request

- Neighborhood Development Fund (NDF)
- Capital Infrastructure Fund (CIF)
- Municipal Aid Program (MAP)
- Paving Fund (PAV)

Primary Sponsor: David Yates - District 25

Amount: \$2,184.00 **Date:** Aug 2, 2019

Description of program/project including public purpose, additional funding sources, location of project/program and any external grantee(s):

Funding the weekly collection of 13 (9 in D25 & 4 in D14) Trash Receptacles along Dixie Highway from July 1, 2019 to June 30, 2020 for \$14 per month.


Funding will be processed through Public Works under their agreement with TARC utilizing their franchisee Outfront Media & their contracted waste hauler, Hometown Hauling.

City Agency: Public Works

Contact Person: Jeff Brown

Agency Phone: 574-0065

I have reviewed this request for an expenditure of city tax dollars, and have determined the funds will be used for a public purpose and have the attached documentation from the receiving department concerning the project/expenditure.

25		\$1,512.00	8/8/19
District #	Council Member Signature	Amount	Date

Approved by: _____
Appropriations Committee Chairman Date

Clerk's Office & OMB Use Only:

Request Amount: _____ Amended Amount: _____

Reference #: _____ To OMB: _____

Budget Revision #: _____

Account #: _____

To Project Manager: _____ Completion Date: _____

Actual Cost: _____ Funds Returned: _____

Department/Project:
Public Works / Dixie Highway TARC Trash Receptacle Collection

Additional Signatures

I have reviewed this request for an expenditure of city tax dollars, and have determined the funds will be used for a public purpose.

Council Member Signature and Amount

District 1	_____	\$ _____
District 2	_____	\$ _____
District 3	_____	\$ _____
District 4	_____	\$ _____
District 5	_____	\$ _____
District 6	_____	\$ _____
District 7	_____	\$ _____
District 8	_____	\$ _____
District 9	_____	\$ _____
District 10	_____	\$ _____
District 11	_____	\$ _____
District 12	_____	\$ _____
District 13	_____	\$ _____
District 14	<i>Cindi Fowler</i>	\$672.00
District 15	_____	\$ _____
District 16	_____	\$ _____
District 17	_____	\$ _____
District 18	_____	\$ _____
District 19	_____	\$ _____
District 20	_____	\$ _____
District 21	_____	\$ _____
District 22	_____	\$ _____
District 23	_____	\$ _____
District 24	_____	\$ _____
District 25	_____	\$ _____
District 26	_____	\$ _____

NDF, CIF, MAP OR PAV INTERAGENCY CHECKLIST

Interagency Name: Public Works	
Program/Project Name: Dixie Highway TARC Trash Receptacle Collection	
	Yes/No/NA
Request Form: Is the Request Signed by all Council Member(s) Appropriating Funding?	Yes
Request Form: If matching funds are to be used, are they disclosed with account numbers in the request form description?	NA
Request Form: If matching funds are to be used, does the amount of the request exclude the matching fund amount?	NA
Request Form: If other funds are to be used for this project, are they disclosed with account numbers in the request form description?	NA
Funding Source: If CIF is being requested, does Metro Louisville own/will own the real estate, building or equipment? If not, the funding source is probably NDF.	NA
Funding Source: If CIF is being requested, does the project have a useful life of more than one year? If not, the funding source is probably NDF.	NA
Ordinance Required: Is the NDF request to a Metro Agency greater than \$5,000? If so, an ordinance is required.	No
Ordinance Required: Is the request a transfer from NDF to cost center? If so, is the amount given for the fiscal year \$25,000 or less?	No
Supporting Documentation: Does the attachment include a valid estimate and description of cost?	Yes

Submitted by: _____ Brian Powell

Date: Aug 2, 2019

Powell, Brian

From: Adams, Mark <madams@ridetarc.org>
Sent: Monday, August 5, 2019 8:06 AM
To: Brown, Jeffrey E
Cc: Bradley, Maxwell B.; Hackett, Keith; acopic@ridetarc.org; Stenberg, Beth; Powell, Brian; Fowler, Cindi; Yates, David; Thieneman, Cindy L; Callihan, John (john.callihan@aecom.com); Tackett, Danielle
Subject: RE: TARC trash can maintenance in D 14 & 25
Attachments: Agreement with Louisville Metro & TARC - DRAFT (8-5-19).docx

CAUTION: This email came from outside of Louisville Metro. Do not click links or open attachments unless you recognize the sender and know the content is safe

Hi Jeff – Since D14 & D25 have requested a change in terms, please use this revised agreement.

Thanks,
Mark

From: Adams, Mark
Sent: Monday, August 05, 2019 7:55 AM
To: Powell, Brian
Cc: Bradley, Maxwell B.; Hackett, Keith; Copic, Aida; David Yates (Dist. 25); Thieneman, Cindy L; Callihan, John E.; Brown, Jeffrey E; Stenberg, Beth; Cindi Fowler (Dist. 14); Tackett, Danielle; Thieneman, Cindy L
Subject: RE: TARC trash can maintenance in D 14 & 25

Brian – We have no problem with D14 & D25 increasing the length of the collection period to make sure everything is covered for this Fiscal year.

I know these funds will be transferred to PW for reimbursement to TARC. I will also revise the agreement to reflect this change and ask Jeff to have a revised agreement signed.

Thanks,

Mark

Mark,

If CW Fowler also agrees that would increase our NDF to:

- D25 – 9 receptacles x \$14.00 per month x 12 months = \$1,512.00
- D14 – 4 receptacles x \$14.00 per month x 12 months = \$672.00
- Total = \$2,184.00

I will redraft the NDF.

Thank you,

<image001.gif>

Brian Powell

Legislative Assistant
Councilman David Yates
District 25
601 West Jefferson St, 1st floor
Louisville, KY 40202
Email: brian.powell@louisvilleky.gov
Office: (502) 574-1125

From: Adams, Mark
Sent: Thursday, August 01, 2019 6:49 AM
To: 'Brown, Jeffrey E'
Cc: Bradley, Maxwell B.; Hackett, Keith; Copic, Aida; Stenberg, Beth; Powell, Brian (Brian.Powell@louisvilleky.gov); Cindi Fowler (Dist. 14); David Yates (Dist. 25); Cindy Thieneman(Cindy.Thieneman@louisvilleky.gov)
Subject: RE: TARC trash can maintenance in D 14 & 25

Hi Jeff – Please let me know when signed by him and Director Burns.

I'll stop by, pick it up and request approval from our Director.

Thanks,
Mark

From: Brown, Jeffrey E [<mailto:Jeffrey.Brown@louisvilleky.gov>]
Sent: Wednesday, July 31, 2019 11:38 AM
To: Adams, Mark
Cc: Bradley, Maxwell B.; Hackett, Keith; Copic, Aida; Stenberg, Beth
Subject: RE: TARC trash can maintenance in D 14 & 25

CAO has reviewed and is OK with the agreement

Jeffrey Brown, PE

From: Adams, Mark <madams@ridetarc.org>
Sent: Wednesday, July 31, 2019 10:59 AM
To: Brown, Jeffrey E <Jeffrey.Brown@louisvilleky.gov>
Cc: Bradley, Maxwell B. <Maxwell.Bradley@louisvilleky.gov>; Hackett, Keith <Keith.Hackett@louisvilleky.gov>; acopic@ridetarc.org; Stenberg, Beth <Beth.Stenberg@louisvilleky.gov>
Subject: RE: TARC trash can maintenance in D 14 & 25

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Jeff – I did go ahead and revise the draft agreement to include the funding cap. The amount noted is estimated to be as follows:

- D25 – 9 receptacles x \$14.00 per month x 6 months = \$756.00
- D14 – 4 receptacles x \$14.00 per month x 6 months = \$336.00

Please let me know if you need any other changes.

Thanks,
Mark

From: Brown, Jeffrey E [<mailto:Jeffrey.Brown@louisvilleky.gov>]
Sent: Wednesday, July 31, 2019 8:51 AM
To: Adams, Mark; Stenberg, Beth
Cc: Bradley, Maxwell B.; Hackett, Keith; Copic, Aida
Subject: RE: TARC trash can maintenance in D 14 & 25

Will specific locations be added to the MOA or a cap on funding be stated?

Jeffrey Brown, PE

From: Adams, Mark <madams@ridetarc.org>
Sent: Tuesday, July 30, 2019 4:19 PM
To: Brown, Jeffrey E <Jeffrey.Brown@louisvilleky.gov>; Stenberg, Beth <Beth.Stenberg@louisvilleky.gov>
Cc: Bradley, Maxwell B. <Maxwell.Bradley@louisvilleky.gov>; Hackett, Keith <Keith.Hackett@louisvilleky.gov>; acopic@ridetarc.org; Richardson, Tonya <Tonya.Richardson@louisvilleky.gov>
Subject: RE: TARC trash can maintenance in D 14 & 25

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Beth / Jeff – Please review this draft document.

Thanks,
Mark

From: Adams, Mark
Sent: Monday, July 29, 2019 3:23 PM
To: 'Brown, Jeffrey E'; Stenberg, Beth
Cc: Bradley, Maxwell B.; Hackett, Keith; Copic, Aida; Richardson, Tonya
Subject: RE: TARC trash can maintenance in D 14 & 25

Beth / Jeff - Glad you are both in agreement.

You are correct, the NDF funds ended June 30th.

From: Brown, Jeffrey E [<mailto:Jeffrey.Brown@louisvilleky.gov>]
Sent: Monday, July 29, 2019 1:55 PM
To: Stenberg, Beth; Hackett, Keith
Cc: Bradley, Maxwell B.; Adams, Mark
Subject: RE: TARC trash can maintenance in D 14 & 25

Mark should have that info but it may only have been appropriated through June of this year

Jeffrey Brown, PE

From: Stenberg, Beth <Beth.Stenberg@louisvilleky.gov>
Sent: Monday, July 29, 2019 1:39 PM
To: Brown, Jeffrey E <Jeffrey.Brown@louisvilleky.gov>; Hackett, Keith <Keith.Hackett@louisvilleky.gov>
Cc: Bradley, Maxwell B. <Maxwell.Bradley@louisvilleky.gov>; 'Mark Adams' <madams@ridetarc.org>
Subject: RE: TARC trash can maintenance in D 14 & 25

If that works for you, it works for us! DO you know what month we are paid through?

From: Brown, Jeffrey E
Sent: Monday, July 29, 2019 8:50 AM
To: Hackett, Keith; Stenberg, Beth
Cc: Bradley, Maxwell B.; 'Mark Adams'
Subject: TARC trash can maintenance in D 14 & 25

Beth,
Currently TARC receives NDF funds from Districts 14 & 25 to empty trash bins at stops along Dixie Hwy, 14 locations costing \$140/month. We want to continue to use the contract to service these locations but the NDF process is a little cumbersome for this small amount of money. Is it possible to just transfer the funds to Public Works and then Public Works can either work directly with the contractor or amend our current interagency agreement with TARC to include this service? We are just looking to streamline the process not necessarily change any responsibilities or service providers.

Jeffrey Brown, PE
Assistant Director
Metro Public Works & Assets
444 S 5th St, 4th Fl
Louisville, KY 40202
Office 502-574-0065
Cell 502-773-3222
Jeffrey.Brown@LouisvilleKY.gov

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AGREEMENT

between the

**Louisville/Jefferson County Metro Government, acting by and through
its Department of Public Works and Assets;**

The Transit Authority of River City

pertaining to:

The participation by TARC thru their Franchisee, Outfront Media to empty trash receptacles in southwest Louisville

THIS AGREEMENT is by and between the Louisville/Jefferson County Metro Government, acting by and through its Department of Public Works and Assets (hereinafter "Metro Government"), and the Transit Authority of River City "TARC".

WITNESSETH:

WHEREAS, the Metro Government, agrees to fund a project to empty trash receptacles at transit stops in the right of way, along Dixie Highway and other locations on adjacent streets within southwest Louisville.

WHEREAS, TARC has agreed to be the lead agency in the contract administration, and thru their franchisee Outfront Media;

WHEREAS, 100% of the project expenses will be paid for by Metro Government and Metro will reimburse TARC for only the exact expense to empty the receptacles and this reimbursement is based on the project estimate submitted to TARC by Outfront Media. The estimated amount is \$2,184.00, or 13 trash receptacles @ \$14.00 per month per location for a period of 12 months unless an extension is agreed to by all parties;

WHEREAS, TARC will send invoices directly to Louisville Metro for reimbursement on a quarterly basis for the length of this project;

NOW, THEREFORE, for consideration, the Metro Government and the Transit Authority of River City, agree as follows:

1. SERVICES.

- a. TARC agrees to use its Franchisee, Outfront Media to empty trash receptacles and clean the area in the immediate vicinity for all designated bus stops along Dixie Highway and adjacent designated streets in southwest Louisville and within the public right of way or within a public facilities easement.
- b. Metro Government agrees to reimburse TARC for the length of the project.

2. Period of Performance: This Agreement shall begin upon execution, and shall continue until June 30, 2020 unless extended by all parties. The services provided are only modified by written approval by all parties.

3. Causes and Termination: The Metro Government or TARC may terminate this contract without cause after thirty days written notice or for cause immediately at any time. In the event of termination, payment for services complete up to and including the date of termination shall be based upon work completed at that time, and subject to the limitations set forth in this agreement.

4. Conflict of Interest: The parties certify, by the signatures of duly authorized representatives on this Agreement, that they are legally entitled to enter into this Agreement and that they shall not be violating, either directly or indirectly, any conflict of interest statute of the Commonwealth of Kentucky by the performance of this Agreement.

5. Entire Agreement: This Agreement is the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement.

6. Successors: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

7. Severability: If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

8. Counterparts: This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.