

CIF020922PW07

**Louisville Metro Council City Agency Request**  
**Neighborhood Development Fund (NDF)**  
**■ Capital Infrastructure Fund (CIF)**  
**Municipal Aid Program (MAP)**  
**Paving Fund (PAV)**

**Primary Sponsor:** Councilwoman Paula McCraney

**Amount:** \$60,000

**Date:** 1/10/2022

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

There is an incomplete sidewalk along Ormsby Ln. This project would pick up at the current end of the sidewalk on Ormsby Ln. at Partridge Walk Ln. & extend the sidewalk to LaGrange Rd. Metro has the right of way where the sidewalk is to be constructed. The sidewalk would be for general public use. The city of Lyndon & District 7 will pay \$60,000 each.

**City Agency:** Public Works

**Contact Person:** Steve Kurowsky

**Agency Phone:** 502-574-5810

**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.**

7	<i>Paula McCraney</i>	\$60,000	1/10/2022
District #	Council Member Signature	Amount	Date

**Approved by:** \_\_\_\_\_  
 Appropriations Committee Chairman Date

**Clerk's Office & OMB Use Only:**

Request Amount: \_\_\_\_\_ Amended Amount: \_\_\_\_\_

Reference #: CIF020922PW07 To OMB: \_\_\_\_\_

Budget Revision #: \_\_\_\_\_

Account #: \_\_\_\_\_

To Project Manager: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Actual Cost: \_\_\_\_\_ Funds Returned: \_\_\_\_\_

<b>Department/Project:</b> Public Works / Ormsby Lane Sidewalk Project
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### 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	_____	\$ _____
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

<b>Interagency Name:</b>	
<b>Program/Project Name:</b>	
	<b>Yes/No/NA</b>
<b>Request Form:</b> Is the Request Signed by all Council Member(s) Appropriating Funding?	
<b>Request Form:</b> If matching funds are to be used, are they disclosed with account numbers in the request form description?	
<b>Request Form:</b> If matching funds are to be used, does the amount of the request exclude the matching fund amount?	
<b>Request Form:</b> If other funds are to be used for this project, are they disclosed with account numbers in the request form description?	<del>Yes</del> NA
<b>Funding Source:</b> 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.	
<b>Funding Source:</b> 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.	
<b>Ordinance Required:</b> Is the NDF request to a Metro Agency greater than \$5,000? If so, an ordinance is required.	
<b>Ordinance Required:</b> Is the request a transfer from NDF to cost center? If so, is the amount given for the fiscal year \$25,000 or less?	
<b>Supporting Documentation:</b> Does the attachment include a valid estimate and description of cost?	

**Submitted by:** \_\_\_\_\_

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

## **Fogle, Logan**

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**From:** Kurowsky, Steve M.  
**Sent:** Friday, January 7, 2022 2:44 PM  
**To:** Fogle, Logan  
**Cc:** McCraney, Paula D.  
**Subject:** Ormsby Lane New Sidewalk Project Update

Logan,

Public Works will accept the funds for the Ormsby Lane New Sidewalk project.

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**From:** Fogle, Logan <[logan.fogle@louisvilleky.gov](mailto:logan.fogle@louisvilleky.gov)>  
**Sent:** Monday, December 6, 2021 2:07 PM  
**To:** Kurowsky, Steve M. <[steve.kurowsky@louisvilleky.gov](mailto:steve.kurowsky@louisvilleky.gov)>  
**Cc:** McCraney, Paula D. <[Paula.McCraney@louisvilleky.gov](mailto:Paula.McCraney@louisvilleky.gov)>  
**Subject:** RE: Ormsby Lane New Sidewalk Project Update

Good afternoon Steve,

Councilwoman McCraney and the city of Lyndon are going to each provide \$60,000 to equally fund this project. You will be apprised as the funding is approved and things are finalized.

Thanks so much,

Logan Fogle  
Legislative Assistant  
Office of Councilwoman McCraney

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**From:** Kurowsky, Steve M. <[steve.kurowsky@louisvilleky.gov](mailto:steve.kurowsky@louisvilleky.gov)>  
**Sent:** Tuesday, November 30, 2021 10:04 AM  
**To:** Fogle, Logan <[logan.fogle@louisvilleky.gov](mailto:logan.fogle@louisvilleky.gov)>  
**Cc:** McCraney, Paula D. <[Paula.McCraney@louisvilleky.gov](mailto:Paula.McCraney@louisvilleky.gov)>  
**Subject:** RE: Ormsby Lane New Sidewalk Project Update

The last and missing segment piece is Section 3B:

Section 3B – From Partridge Walk Lane to LaGrange Road. We have the R/W from Brown Capital. Just need 2 telecom companies to complete a relocation of their overhead lines to a couple of new poles that LG&E did a while back. Cost would be **\$120,000**. This last connector piece would also connect into the new sidewalk along Lagrange Road. One of the Lyndon city councilmembers did approach me at the Muffins w/ McCraney event on August 7<sup>th</sup> and acted like they could be interested in a partnership.

## Fogle, Logan

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**From:** Brent Hagan <lyndonmayor@cityoflyndon.org>  
**Sent:** Monday, January 10, 2022 8:58 AM  
**To:** Fogle, Logan  
**Cc:** McCraney, Paula D.  
**Subject:** RE: Ormsby Ln. Sidewalk Project

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Councilwoman McCraney,

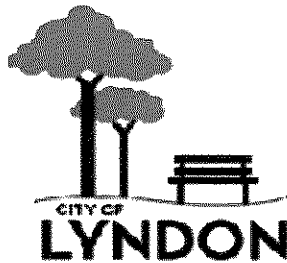
The City of Lyndon and its council is pleased to commit \$60,000 to the Ormsby Ln. sidewalk project. The funds have been secured in our budget and we are ready to disperse them upon completion of a memorandum of agreement.

Thank you.  
Mayor Brent Hagan

Thank you,



Brent Hagan | Mayor | City of Lyndon  
515 Wood Rd. Lyndon, KY 40222  
P. 502.423.0932 | F. 502.339.9722  
lyndonmayor@cityoflyndon.org  
www.cityoflyndon.org



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**From:** Fogle, Logan <logan.fogle@louisvilleky.gov>  
**Sent:** Monday, January 10, 2022 8:11 AM  
**To:** Brent Hagan <lyndonmayor@cityoflyndon.org>  
**Cc:** McCraney, Paula D. <Paula.McCraney@louisvilleky.gov>  
**Subject:** Ormsby Ln. Sidewalk Project

Good morning Mayor Hagan,

## **Fogle, Logan**

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**From:** Brent Hagan <lyndonmayor@cityoflyndon.org>  
**Sent:** Monday, December 6, 2021 1:51 PM  
**To:** McCraney, Paula D.  
**Cc:** Fogle, Logan  
**Subject:** Re: Ormsby Ln Sidewalk

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That's excellent news Paula. We can discuss that and confirm with the Council, Monday December 20th if you still planned on attending our council meeting. They will be pleased with the equal partnership. Thank you.

Brent

Brent Hagan  
Lyndon Mayor  
502.423.0932

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**From:** McCraney, Paula D. <Paula.McCraney@louisvilleky.gov>  
**Sent:** Monday, December 6, 2021 1:48:15 PM  
**To:** Brent Hagan <lyndonmayor@cityoflyndon.org>  
**Cc:** Fogle, Logan <logan.fogle@louisvilleky.gov>  
**Subject:** Re: Ormsby Ln Sidewalk

Hello Mayor Hagan,

I'm excited to partner with you on this project. Let's invest equally at \$60,000.

Logan, please work with Steve in Public Works to get the ball rolling once we hear from Mayor Hagan regarding this dollar amount. Be sure to work with Steve and LaTonya on how to process our financial partnership.

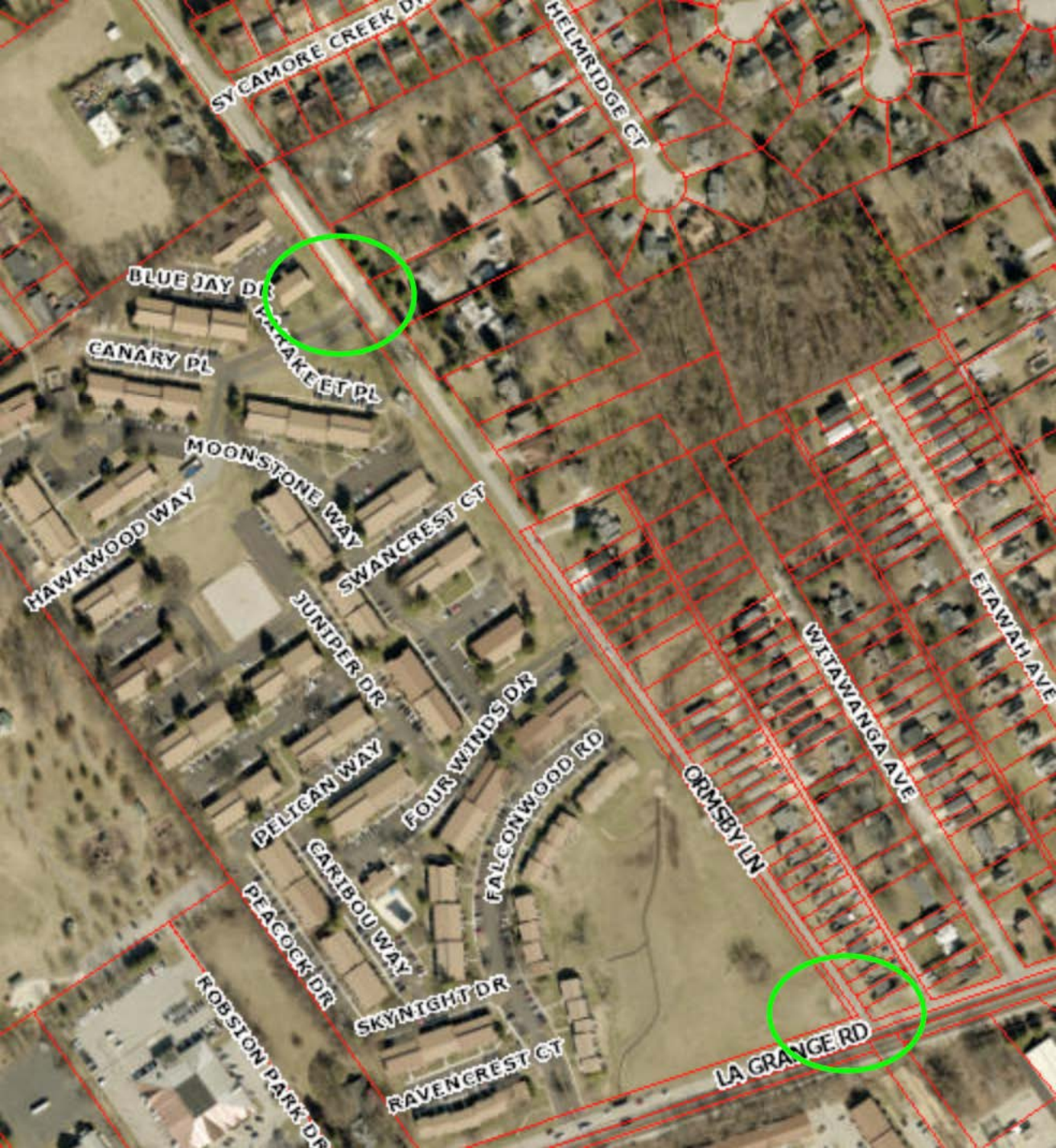
Let's do this!



Paula McCraney, Councilwoman  
Louisville Metro Council | District 7  
601 W. Jefferson Street  
Louisville, KY 40202  
Office: (502) 574-1107  
E-mail: paula.mccraney@louisvilleky.gov

Visit District 7 website and sign up for





SYCAMORE CREEK DR

HELMRIDGE CT

BLUE JAY DR

PARAKEET PL

CANARY PL

MOONSTONE WAY

HAWKWOOD WAY

SWANCREST CT

JUNIPER DR

PELTAN WAY

FOUR WINDS DR

FALCONWOOD RD

CARIBOU WAY

PEACOCK DR

SKYNTIGHT DR

RAVENCREST CT

ROBSON PARK DR

ORMSBY LN

WITAWANGA AVE

ETAWAH AVE

LA GRANGE RD

# MEMORANDUM OF UNDERSTANDING

between the

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

and

**The City of Lyndon, Kentucky**

pertaining to:

**Sidewalk Work along Ormsby Lane**

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**THIS AGREEMENT** is executed by the Louisville/Jefferson County Metro Government, acting by and through its Department of Public Works and Assets (“Metro Government”) and the City of Lyndon, KY (“City”).

## **WITNESSETH:**

**WHEREAS**, the City would like to employ the Metro Government to construct a sidewalk along Ormsby; and

**WHEREAS**, the Metro Government is willing to provide this service and contribute funding for the project;

**NOW, THEREFORE**, for consideration, the Metro Government and the City hereby execute this Memorandum of Agreement.

**1. Scope of Agreement.** The Metro Government and the City agree as follows:

- a. The Metro Government shall provide the following services for the construction of a sidewalk along Ormsby Lane as set forth in Attachment A attached hereto and fully incorporated here (the “Project”). Specifically, the Metro Government shall, in return for payment in the sum of **SIXTY THOUSAND DOLLARS (\$60,000.00)**, provide the following services:

- 1) Manage the design and construction/implementation of the Project.



- 2) The Metro Government shall provide funding in the amount of **SIXTY THOUSAND DOLLARS (\$60,000.00)** for the Project, subject only to appropriation of this amount by the Louisville Metro Council.
- 3) Public Works Project Manager/Engineer III (Steve Kurowsky) will serve as the Project Manager for the project.
- 4) The sidewalk project will utilize Metro's Annual New Sidewalk Contract (Contract #373766) to implement the new sidewalk. This work will not be bid out.
- 5) Design plans are complete (attached here). Metro PW will also use their internal Inspections group to perform the Construction Inspection/Management of the construction project. Project Limits will be defined as the implementation of a new sidewalk along the west side of Ormsby Lane from LaGrange Road to Partridge Walk Lane.
- 6) The Permanent Sidewalk Easement was donated to Public Works by Brown Capital,LLLP (recorded in DB 11760 Page 826) attached hereto and fully incorporated herein as Attachment B.

**2. 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.

**3. Records:** The City shall maintain during this Agreement, and retain not less than five years from the date of its termination, complete and accurate records of all the services to be provided hereunder. City shall allow the Metro Government, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it.

**4. 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. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

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

**6. 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.

**7. 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.

**8. Term and Termination:** This Agreement shall begin February 1, 2022 and shall end January 31, 2023. The parties may renew this Agreement provided they agree to do so in writing. Any party may terminate this Agreement immediately upon written notice to the other party. City agrees to pay the Metro Government for work done prior to the termination date of this Agreement.

WITNESS the agreement of the parties hereto by their signatures affixed hereon.

**APPROVED AS TO FORM AND  
LEGALITY:**

**LOUISVILLE/JEFFERSON COUNTY  
METRO GOVERNMENT**

*Paul Rutherford*

*Vanessa Burns*

**MICHAEL J. O'CONNELL  
JEFFERSON COUNTY ATTORNEY**

**VANESSA BURNS  
DIRECTOR  
DEPARTMENT OF PUBLIC WORKS  
AND ASSETS**

**Date:** 1/19/2022

**Date:** 1/19/2022

**CITY OF LYNDON, KY**

**By:** *Sharon*

**Title:** Mayor, City of Lyndon

**Date:** 1/20/2022