

O-130-22

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

Primary Sponsor: Councilman Mark Fox

Amount: \$75,000 **Date:** 4/5/2022

Description of program/project including public purpose, additional funding sources, location of project/program and any external grantee(s):
 D13 requests an NDF in the amount of \$75,000 for repaving, striping (with arrows), staking, removing the existing sidewalk, mobilization and MOT signage for the recycling bin lot located at 10104 Mitchell Hill Road; adjacent to the Fairdale Playtorium.

City Agency: Public Works
Contact Person: Jeff Brown
Agency Phone: 502-574-0065

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.

13		\$75,000	4/5/2022
District #	Council Member Signature	Amount	Date

Approved by: _____
 Appropriations Committee Chairman Date

Clerk's Office & OMB Use Only:

Request Amount: _____ Amended Amount: _____

Reference #: O-130-22 To OMB: _____

Budget Revision #: _____

Account #: _____

To Project Manager: _____ Completion Date: _____

Actual Cost: _____ Funds Returned: _____

Department/Project:
Public Works/Repaving of Fairdale Playtorium Recycling Bin Lot

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

Interagency Name: Public Works	
Program/Project Name: Fairdale Playtorium Recycling Bin Lot adjacent to Playtorium	
	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.	Yes
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: _____

Elizabeth Alexander

Date: 04/05/2022

Harward, Sonya

From: Fox, Mark H.
Sent: Sunday, April 10, 2022 9:08 AM
To: Harward, Sonya
Cc: Alexander, Elizabeth; Nichols, Barbara J
Subject: RE: Approval Request Reminder

MDM Clerk,

This is approved.
Sorry, but I am having trouble getting into Granicus.

Respectfully,
Mark

-----Original Message-----

From: sonya.harward@louisvilleky.gov <sonya.harward@louisvilleky.gov>
Sent: Sunday, April 10, 2022 12:17 AM
To: Fox, Mark H. <Mark.Fox@louisvilleky.gov>
Subject: ATS: Approval Request Reminder

Mark Fox,

This is a reminder.

A proposed Ordinance, O-130-22, has been submitted by Sonya Harward for your review and approval. The expected introduction date is 4/14/2022. The description is as follows:

AN ORDINANCE APPROPRIATING \$75,000 FROM DISTRICT 13 NEIGHBORHOOD DEVELOPMENT FUNDS TO PUBLIC WORKS FOR REPAVING WORK ON THE RECYCLING BIN LOT LOCATED AT 10104 MITCHELL HILL ROAD.

Please review this item at
<http://louisville.legistar.com/ATS.aspx?From=ATS&ID=45517&Hash=dfa02f2aa289782966a74399dec36983>.

This email is an automatic email notice from your Legistar? Approval Tracking System. Please do not ?Reply? to this email, but use the links above. Thank you.

Harward, Sonya

From: Harward, Sonya
Sent: Friday, April 8, 2022 2:10 PM
To: Fox, Mark H.
Cc: Alexander, Elizabeth
Subject: RE:

Follow Up Flag: Follow up
Flag Status: Flagged

Actually, please allow me to use this as the approval to sign for the paving project for O-130-22.

Thanks,
Sonya



Sonya Harward

Louisville Metro Council Clerk

601 W. Jefferson Street, Ste. 103
Louisville, KY 40202
(502)574-2704 (direct)
(502)574-3902 (ofc)
(502)500-5440 (cell)

From: Fox, Mark H. <Mark.Fox@louisvilleky.gov>
Sent: Friday, April 8, 2022 2:05 PM
To: Harward, Sonya <Sonya.Harward@louisvilleky.gov>
Cc: Alexander, Elizabeth <Elizabeth.Alexander@louisvilleky.gov>
Subject:

Madam Clerk,

Elizabeth is approved to sign for the purchase of speed monitoring signs on my behalf.

Respectfully,
Mark

Get [Outlook for iOS](#)

Alexander, Elizabeth

From: Brown, Jeffrey E
Sent: Thursday, March 31, 2022 11:04 AM
To: Biasioli, Susan M; Zoeller, Mark
Cc: Burns, Vanessa; Herzog, Amanda M.; Alexander, Elizabeth; Flood, Pete C.; Fox, Mark H.; Kurowsky, Steve M.; Maynard, James K
Subject: RE: Fairdale Playtorium recycling bin lot

Follow Up Flag: Follow up
Flag Status: Flagged

Great. I think all we are waiting on now is the appropriation

Jeffrey Brown, PE

From: Biasioli, Susan M <susan.biasioli@jefferson.kyschools.us>
Sent: Thursday, March 31, 2022 10:42 AM
To: Brown, Jeffrey E <Jeffrey.Brown@louisvilleky.gov>; Zoeller, Mark <Mark.Zoeller@louisvilleky.gov>
Cc: Burns, Vanessa <Vanessa.Burns@louisvilleky.gov>; Herzog, Amanda M. <amanda.herzog@jefferson.kyschools.us>
Subject: RE: Fairdale Playtorium recycling bin lot

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

Jeff,
Here is the letter with both signatures.

Susan Biasioli, AIA
Director, Facility Planning
Jefferson County Public Schools

From: Brown, Jeffrey E <Jeffrey.Brown@louisvilleky.gov>
Sent: Wednesday, March 30, 2022 8:00 AM
To: Biasioli, Susan M <susan.biasioli@jefferson.kyschools.us>; Zoeller, Mark <Mark.Zoeller@louisvilleky.gov>
Cc: Burns, Vanessa <Vanessa.Burns@louisvilleky.gov>
Subject: RE: Fairdale Playtorium recycling bin lot

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Jeffrey Brown, PE

From: Biasioli, Susan M <susan.biasioli@jefferson.kyschools.us>
Sent: Wednesday, March 30, 2022 7:49 AM
To: Brown, Jeffrey E <Jeffrey.Brown@louisvilleky.gov>; Zoeller, Mark <Mark.Zoeller@louisvilleky.gov>
Cc: Burns, Vanessa <Vanessa.Burns@louisvilleky.gov>
Subject: RE: Fairdale Playtorium recycling bin lot

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Jeff,
Please see revised letter, addressed to you. If you will please sign and return, we will sign and I'll get you a copy back. Thank you!

Susan Biasioli, AIA
Director, Facility Planning
Jefferson County Public Schools

From: Brown, Jeffrey E <Jeffrey.Brown@louisvilleky.gov>
Sent: Wednesday, March 30, 2022 7:27 AM
To: Biasioli, Susan M <susan.biasioli@jefferson.kyschools.us>; Zoeller, Mark <Mark.Zoeller@louisvilleky.gov>
Cc: Burns, Vanessa <Vanessa.Burns@louisvilleky.gov>
Subject: RE: Fairdale Playtorium recycling bin lot

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I'm adding in Mark with Facilities to make sure I'm not missing anything but either myself or the Director can sign the notice

Jeffrey Brown, PE

From: Biasioli, Susan M <susan.biasioli@jefferson.kyschools.us>
Sent: Wednesday, March 16, 2022 7:38 AM
To: Brown, Jeffrey E <Jeffrey.Brown@louisvilleky.gov>
Subject: RE: Fairdale Playtorium recycling bin lot

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

Sorry, I thought I had attached the draft...It was signed in 2012 by Josh Bernstein.

Susan Biasioli, AIA
Director, Facility Planning
Jefferson County Public Schools

From: Brown, Jeffrey E <Jeffrey.Brown@louisvilleky.gov>
Sent: Wednesday, March 16, 2022 7:17 AM
To: Biasioli, Susan M <susan.biasioli@jefferson.kyschools.us>
Subject: RE: Fairdale Playtorium recycling bin lot

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

Who signed the original?

Jeffrey Brown, PE

From: Biasioli, Susan M <susan.biasioli@jefferson.kyschools.us>
Sent: Tuesday, March 15, 2022 12:50 PM
To: Alexander, Elizabeth <Elizabeth.Alexander@louisvilleky.gov>; Crump, Becky <becky.crump@jefferson.kyschools.us>
Cc: Fox, Mark H. <Mark.Fox@louisvilleky.gov>; Nichols, Barbara J <Barbara.Nichols@louisvilleky.gov>; Brown, Jeffrey E <Jeffrey.Brown@louisvilleky.gov>; Kurowsky, Steve M. <steve.kurowsky@louisvilleky.gov>; Flood, Pete C. <Pete.Flood@louisvilleky.gov>; Haines, Matthew R <Matthew.Haines@louisvilleky.gov>; Maynard, Karen <Karen.Maynard@louisvilleky.gov>
Subject: RE: Fairdale Playtorium recycling bin lot

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

Elizabeth,

Upon further review, JCPS feels that our lease agreement with Metro for this site enables Metro to pave the lot. We have drafted a letter regarding the paving to be signed by both parties. It is currently addressed to the person that signed the original lease. It probably needs to be addressed to someone else, I'll need some guidance from you all. Thanks.

Susan Biasioli, AIA
Director, Facility Planning
Jefferson County Public Schools

From: Alexander, Elizabeth <Elizabeth.Alexander@louisvilleky.gov>
Sent: Wednesday, March 9, 2022 2:41 PM
To: Crump, Becky <becky.crump@jefferson.kyschools.us>
Cc: Fox, Mark H. <Mark.Fox@louisvilleky.gov>; Nichols, Barbara J <Barbara.Nichols@louisvilleky.gov>; Brown, Jeffrey E <Jeffrey.Brown@louisvilleky.gov>; Kurowsky, Steve M. <steve.kurowsky@louisvilleky.gov>; Flood, Pete C. <Pete.Flood@louisvilleky.gov>; Haines, Matthew R <Matthew.Haines@louisvilleky.gov>; Maynard, Karen <Karen.Maynard@louisvilleky.gov>; Biasioli, Susan M <susan.biasioli@jefferson.kyschools.us>
Subject: RE: Fairdale Playtorium recycling bin lot

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That is correct. Thank you.

Harward, Sonya

From: Alexander, Elizabeth
Sent: Thursday, April 7, 2022 12:02 PM
To: Harward, Sonya; Meador, Kathryn
Subject: FW: Fairdale Playtorium recycling bin lot
Attachments: Signed agreement Fairdale ES Metro paving.pdf; 10104 Mitchell Hill Rd lease agreement 20120612.pdf

FYI, regarding accepting of funds. THANKS

From: Brown, Jeffrey E <Jeffrey.Brown@louisvilleky.gov>
Sent: Wednesday, April 6, 2022 7:00 AM
To: Alexander, Elizabeth <Elizabeth.Alexander@louisvilleky.gov>
Cc: Fox, Mark H. <Mark.Fox@louisvilleky.gov>; Nichols, Barbara J <Barbara.Nichols@louisvilleky.gov>; Kurowsky, Steve M. <steve.kurowsky@louisvilleky.gov>; Flood, Pete C. <Pete.Flood@louisvilleky.gov>; Haines, Matthew R <Matthew.Haines@louisvilleky.gov>; Maynard, Karen <Karen.Maynard@louisvilleky.gov>; Biasioli, Susan M <susan.biasioli@jefferson.kyschools.us>; Crump, Becky <becky.crump@jefferson.kyschools.us>
Subject: RE: Fairdale Playtorium recycling bin lot

Elizabeth,

Public Works will accept \$75,000 for the paving of the Fairdale Playtorium recycling bin lot. Attached are the signed lease agreement between PWA and JCPS and the signed consent between JCPS and PWA for the paving of the recycling bin lot.

Jeffrey Brown, PE

From: Biasioli, Susan M <susan.biasioli@jefferson.kyschools.us>
Sent: Tuesday, March 15, 2022 12:50 PM
To: Alexander, Elizabeth <Elizabeth.Alexander@louisvilleky.gov>; Crump, Becky <becky.crump@jefferson.kyschools.us>
Cc: Fox, Mark H. <Mark.Fox@louisvilleky.gov>; Nichols, Barbara J <Barbara.Nichols@louisvilleky.gov>; Brown, Jeffrey E <Jeffrey.Brown@louisvilleky.gov>; Kurowsky, Steve M. <steve.kurowsky@louisvilleky.gov>; Flood, Pete C. <Pete.Flood@louisvilleky.gov>; Haines, Matthew R <Matthew.Haines@louisvilleky.gov>; Maynard, Karen <Karen.Maynard@louisvilleky.gov>
Subject: RE: Fairdale Playtorium recycling bin lot

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Elizabeth,

Upon further review, JCPS feels that our lease agreement with Metro for this site enables Metro to pave the lot. We have drafted a letter regarding the paving to be signed by both parties. It is currently addressed to the person that signed the original lease. It probably needs to be addressed to someone else, I'll need some guidance from you all. Thanks.

Susan Biasioli, AIA
Director, Facility Planning

Jefferson County Public Schools

From: Alexander, Elizabeth <Elizabeth.Alexander@louisvilleky.gov>
Sent: Wednesday, March 9, 2022 2:41 PM
To: Crump, Becky <becky.crump@jefferson.kyschools.us>
Cc: Fox, Mark H. <Mark.Fox@louisvilleky.gov>; Nichols, Barbara J <Barbara.Nichols@louisvilleky.gov>; Brown, Jeffrey E <Jeffrey.Brown@louisvilleky.gov>; Kurowsky, Steve M. <steve.kurowsky@louisvilleky.gov>; Flood, Pete C. <Pete.Flood@louisvilleky.gov>; Haines, Matthew R <Matthew.Haines@louisvilleky.gov>; Maynard, Karen <Karen.Maynard@louisvilleky.gov>; Biasioli, Susan M <susan.biasioli@jefferson.kyschools.us>
Subject: RE: Fairdale Playtorium recycling bin lot

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

That is correct. Thank you.

From: Crump, Becky <becky.crump@jefferson.kyschools.us>
Sent: Wednesday, March 9, 2022 2:32 PM
To: Alexander, Elizabeth <Elizabeth.Alexander@louisvilleky.gov>
Cc: Fox, Mark H. <Mark.Fox@louisvilleky.gov>; Nichols, Barbara J <Barbara.Nichols@louisvilleky.gov>; Brown, Jeffrey E <Jeffrey.Brown@louisvilleky.gov>; Kurowsky, Steve M. <steve.kurowsky@louisvilleky.gov>; Flood, Pete C. <Pete.Flood@louisvilleky.gov>; Haines, Matthew R <Matthew.Haines@louisvilleky.gov>; Maynard, Karen <Karen.Maynard@louisvilleky.gov>; Alexander, Elizabeth <Elizabeth.Alexander@louisvilleky.gov>; Biasioli, Susan M <susan.biasioli@jefferson.kyschools.us>
Subject: RE: Fairdale Playtorium recycling bin lot

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Elizabeth,

To clarify Public Works will do the paving work. There would be no funding coming to directly to JCPS, correct?

Becky

From: Alexander, Elizabeth <Elizabeth.Alexander@louisvilleky.gov>
Sent: Wednesday, March 9, 2022 2:12 PM
To: Crump, Becky <becky.crump@jefferson.kyschools.us>
Cc: Fox, Mark H. <Mark.Fox@louisvilleky.gov>; Nichols, Barbara J <Barbara.Nichols@louisvilleky.gov>; Brown, Jeffrey E <Jeffrey.Brown@louisvilleky.gov>; Kurowsky, Steve M. <steve.kurowsky@louisvilleky.gov>; Flood, Pete C. <Pete.Flood@louisvilleky.gov>; Haines, Matthew R <Matthew.Haines@louisvilleky.gov>; Maynard, Karen <Karen.Maynard@louisvilleky.gov>
Subject: FW: Fairdale Playtorium recycling bin lot

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Hi Becky,

We have an estimate for the Fairdale Playtorium Recycling Bin, see below. Please advise on next steps. We look forward to working with you. Thanks, Elizabeth

From: Alexander, Elizabeth <Elizabeth.Alexander@louisvilleky.gov>

Sent: Wednesday, March 9, 2022 12:57 PM

To: Kurowsky, Steve M. <steve.kurowsky@louisvilleky.gov>; Brown, Jeffrey E <Jeffrey.Brown@louisvilleky.gov>; Flood, Pete C. <Pete.Flood@louisvilleky.gov>

Cc: Haines, Matthew R <Matthew.Haines@louisvilleky.gov>; Maynard, Karen <Karen.Maynard@louisvilleky.gov>; Fox, Mark H. <Mark.Fox@louisvilleky.gov>; Bell, LaTonya J. <LaTonya.Bell2@louisvilleky.gov>; Stenberg, Beth <Beth.Stenberg@louisvilleky.gov>

Subject: RE: Fairdale Playtorium recycling bin lot

Good afternoon,

Appreciate all you have and continue to do for us.

We had a community meeting on Monday and the recycling bin complaints were abundant. Just wanted to follow up.

Please advise on how to best move this project forward. Has it been sent to JCPS? Thanks so much, Elizabeth

From: Alexander, Elizabeth

Sent: Thursday, March 3, 2022 10:56 AM

To: Kurowsky, Steve M. <steve.kurowsky@louisvilleky.gov>; Brown, Jeffrey E <Jeffrey.Brown@louisvilleky.gov>; Flood, Pete C. <Pete.Flood@louisvilleky.gov>

Cc: Haines, Matthew R <Matthew.Haines@louisvilleky.gov>; Maynard, Karen <Karen.Maynard@louisvilleky.gov>; Fox, Mark H. <Mark.Fox@louisvilleky.gov>; Bell, LaTonya J. (LaTonya.Bell2@louisvilleky.gov) <LaTonya.Bell2@louisvilleky.gov>; Stenberg, Beth <Beth.Stenberg@louisvilleky.gov>

Subject: RE: Fairdale Playtorium recycling bin lot

I think that is a good plan, thank you for forwarding the information. Would you like me to forward to JCPS for their donation information so that we can make the appropriation? I believe the estimate is the last piece we needed, if not please advise. Thank you so much for your help.

From: Kurowsky, Steve M. <steve.kurowsky@louisvilleky.gov>

Sent: Thursday, March 3, 2022 9:33 AM

To: Brown, Jeffrey E <Jeffrey.Brown@louisvilleky.gov>; Flood, Pete C. <Pete.Flood@louisvilleky.gov>

Cc: Haines, Matthew R <Matthew.Haines@louisvilleky.gov>; Maynard, Karen <Karen.Maynard@louisvilleky.gov>; Fox, Mark H. <Mark.Fox@louisvilleky.gov>; Alexander, Elizabeth <Elizabeth.Alexander@louisvilleky.gov>

Subject: RE: Fairdale Playtorium recycling bin lot

My estimate for the area of pavement rebuild (shown below) is **\$75,000**.

I do have money in there for striping (with arrows), staking, removing the sidewalk, Mobilization, & MOT signage. I asked for a realistic asphalt cost (taking into the account the probable future rise in gas prices). A bigger footprint will obviously be more expensive.



From: Brown, Jeffrey E <Jeffrey.Brown@louisvilleky.gov>
Sent: Wednesday, March 2, 2022 7:38 AM
To: Flood, Pete C. <Pete.Flood@louisvilleky.gov>; Kurowsky, Steve M. <steve.kurowsky@louisvilleky.gov>
Cc: Haines, Matthew R <Matthew.Haines@louisvilleky.gov>; Maynard, Karen <Karen.Maynard@louisvilleky.gov>
Subject: RE: Fairdale Playtorium recycling bin lot

Steve,
Can you draw up a site plan and prepare a cost estimate using our annual paving contract based on the sketch below and Pete's comments regarding placement?

Jeffrey Brown, PE

From: Flood, Pete C. <Pete.Flood@louisvilleky.gov>
Sent: Wednesday, February 2, 2022 2:13 PM
To: Brown, Jeffrey E <Jeffrey.Brown@louisvilleky.gov>; Walls, John A <John.Walls@louisvilleky.gov>; Clyde, Barry <Barry.Clyde@louisvilleky.gov>; Baldon, Antonio J Sr <Antonio.BaldonSr@louisvilleky.gov>; Maynard, Karen <Karen.Maynard@louisvilleky.gov>
Cc: Haines, Matthew R <Matthew.Haines@louisvilleky.gov>
Subject: RE: Fairdale Playtorium recycling bin lot

I think your drawing will work except maybe a little wider. We typically would like to get the containers as far away from the roadway as possible to cut down on visibility of those looking for an opportunity to illegally dump but that would be a lot more pavement cost and not worth it. We do intend to change the container types that will require a bigger truck to service them and thus maybe a wider turning radius. We might need to move the utility poles we mount our cameras on but that can be done.

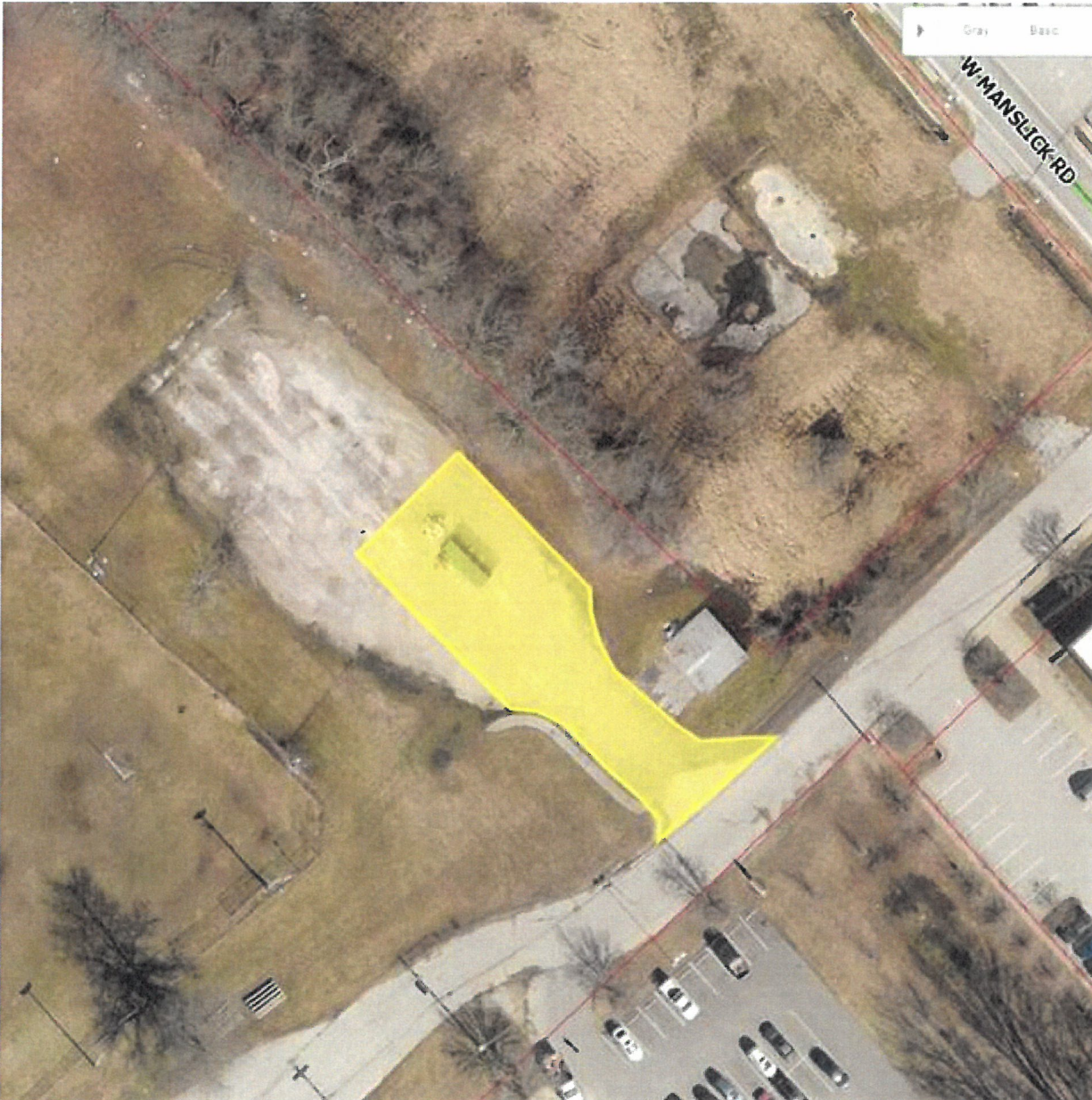
From: Brown, Jeffrey E <Jeffrey.Brown@louisvilleky.gov>
Sent: Wednesday, February 2, 2022 1:57 PM

To: Flood, Pete C. <Pete.Flood@louisvilleky.gov>; Walls, John A <John.Walls@louisvilleky.gov>; Clyde, Barry <Barry.Clyde@louisvilleky.gov>; Baldon, Antonio J Sr <Antonio.BaldonSr@louisvilleky.gov>; Maynard, Karen <Karen.Maynard@louisvilleky.gov>

Cc: Haines, Matthew R <Matthew.Haines@louisvilleky.gov>

Subject: RE: Fairdale Playtorium recycling bin lot

How much pavement do you think is needed to make sure it can accommodate the drop-off line and get the container in & out? Below is my rough sketch



Jeffrey Brown, PE

From: Brown, Jeffrey E

Sent: Monday, January 24, 2022 1:31 PM

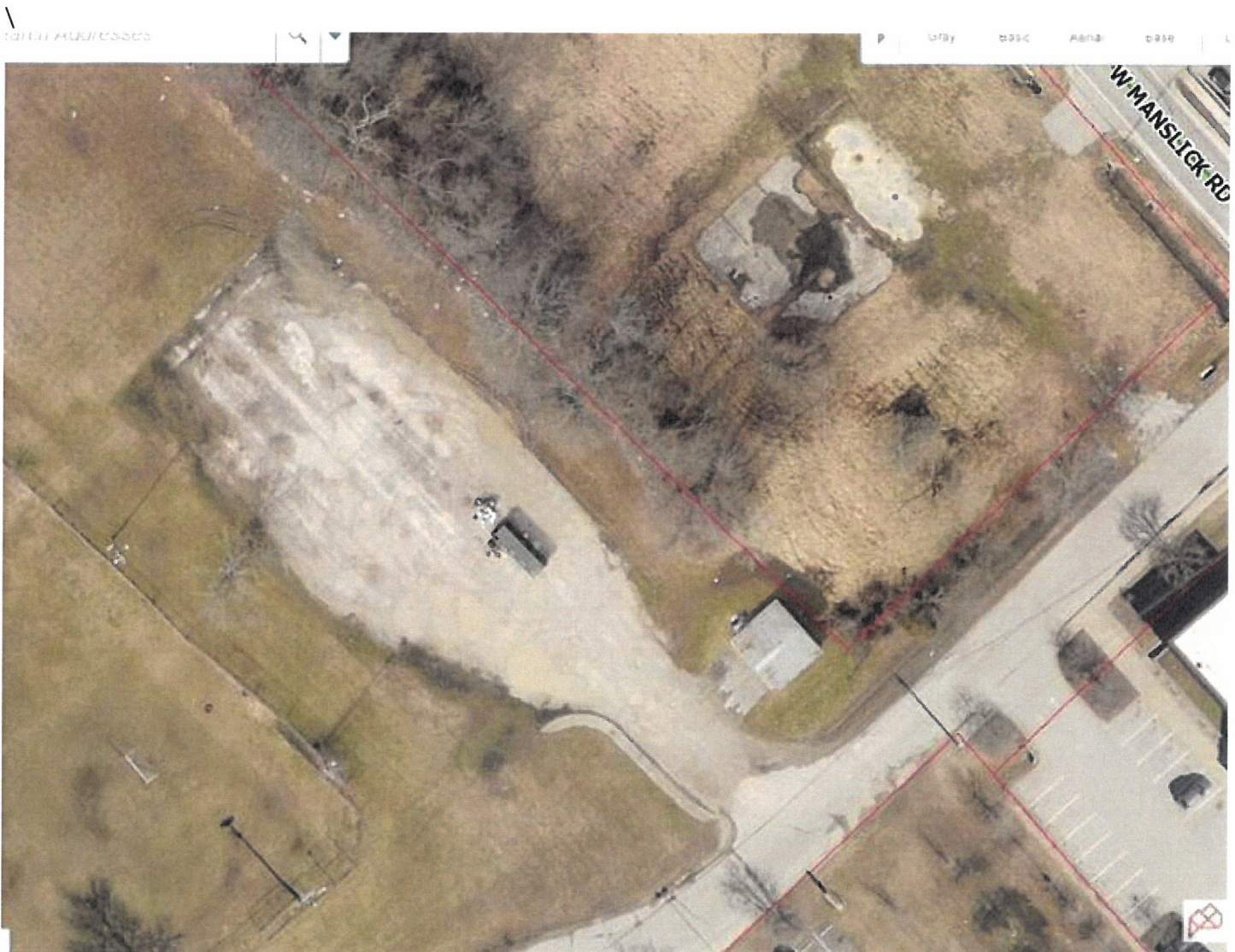
To: Haines, Matthew R <Matthew.Haines@louisvilleky.gov>; Flood, Pete C. <Pete.Flood@louisvilleky.gov>; Walls, John A <John.Walls@louisvilleky.gov>; Clyde, Barry <Barry.Clyde@louisvilleky.gov>; Baldon, Antonio J Sr

<Antonio.BaldonSr@louisvilleky.gov>; Maynard, Karen <Karen.Maynard@louisvilleky.gov>

Subject: FW: Fairdale Playtorium recycling bin lot

Importance: High

I think we have a plan for the funding but I have no idea what the lot needs to look like after we are done. Are there any sketches that show the limits of the paving or the proposed circulation so we can formalize the plan and send it to the contractor for cost estimates?



Jeffrey Brown, PE

From: Alexander, Elizabeth <Elizabeth.Alexander@louisvilleky.gov>

Sent: Monday, January 24, 2022 1:26 PM

To: Biasioli, Susan M <susan.biasioli@jefferson.kyschools.us>; becky.crump@jefferson.kyschools.us

Cc: Brown, Jeffrey E <Jeffrey.Brown@louisvilleky.gov>; Nichols, Barbara J <Barbara.Nichols@louisvilleky.gov>; Fox, Mark H. <Mark.Fox@louisvilleky.gov>

Subject: Fairdale Playtorium recycling bin lot

Importance: High

Good afternoon, after discussions with our financial analyst and Jeff Brown at Public Works we are going to work on an interagency NDF so that we can directly give the funds to Public Works and they can move forward with one of their annual contractors.

Jeff Brown said.....With an OK from JCPS, I'm OK with PWA accepting the NDF for the parking lot paving and we can utilize one of our annual paving contracts and get a right-of-entry from JCPS so we can have our contractor perform the work.

So we will need a right of entry from JCPS as well as any other documentation that might be standard for a situation such as this between JCPS and the City from you all.

Meanwhile, I will work with Jeff on an estimate so we can get the NDF ball rolling.

Let me know if you have any questions. Thank you!!

From: Alexander, Elizabeth

Sent: Monday, January 24, 2022 10:20 AM

To: Stenberg, Beth <Beth.Stenberg@louisvilleky.gov>; Bell, LaTonya J. <LaTonya.Bell2@louisvilleky.gov>

Cc: Nichols, Barbara J <Barbara.Nichols@louisvilleky.gov>; Brown, Jeffrey E <Jeffrey.Brown@louisvilleky.gov>

Subject: RE: question

THANK YOU!!

From: Stenberg, Beth <Beth.Stenberg@louisvilleky.gov>

Sent: Monday, January 24, 2022 9:57 AM

To: Alexander, Elizabeth <Elizabeth.Alexander@louisvilleky.gov>; Bell, LaTonya J. <LaTonya.Bell2@louisvilleky.gov>

Cc: Nichols, Barbara J <Barbara.Nichols@louisvilleky.gov>; Brown, Jeffrey E <Jeffrey.Brown@louisvilleky.gov>

Subject: RE: question

The way I see it is it absolutely cannot be CIF since we do not own the property.

With NDF, you have two options:

1. Give the NDF funding directly to Public Works if they are going to do the work and they will create an appropriate memorandum of understanding with JCPS.
2. Have the JCPS Foundation create an NDF application for the paving and JCPS actually performs the work. We do not do direct appropriation to JCPS.

It appears to me we would not have any problem with public purpose since we have the recycling bins there for our residents. And the money is not being used for anything "required" by JCPS to fund.

Just my thoughts.

Beth

From: Alexander, Elizabeth <Elizabeth.Alexander@louisvilleky.gov>

Sent: Monday, January 24, 2022 9:25 AM

To: Bell, LaTonya J. <LaTonya.Bell2@louisvilleky.gov>; Stenberg, Beth <Beth.Stenberg@louisvilleky.gov>

Cc: Nichols, Barbara J <Barbara.Nichols@louisvilleky.gov>

Subject: FW: question

Good morning,
I hope you and your families are all healthy and happy.

We are evaluating getting the lot at the Fairdale Playtorium paved. That area currently is the home of the District recycling bin. The area around it is full of potholes and mud, etc.

The property is actually owned by JCPS, so I reached out to Jeff Brown and he put me in touch with folks at JCPS. I have included their emails below.

I am reaching out to you all to determine if utilizing the NDF process is our best bet? THANK YOU!!!!!!

From: Crump, Becky <becky.crump@jefferson.kyschools.us>
Sent: Monday, January 24, 2022 7:55 AM
To: Biasioli, Susan M <susan.biasioli@jefferson.kyschools.us>; Brown, Jeffrey E <Jeffrey.Brown@louisvilleky.gov>;
Alexander, Elizabeth <Elizabeth.Alexander@louisvilleky.gov>
Cc: Nichols, Barbara J <Barbara.Nichols@louisvilleky.gov>
Subject: RE: question

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

Susan,

We can do the donation either way. I can tell you based on my experience with NDF applications (we get the funds directly) or a donation agreement where Metro does the paving will take some time.

Going through Metro system's or review and approval either way can take 4-6 months.

Elizabeth, just let me know which way Metro prefers to handle it, and I will start work on the NDF or the Donation agreement.

Thanks,
Becky

Becky Crump
Director Resource
Development

Approved GPA Trainer
National Trainer – Grant Writing & Grant Management
Jefferson County Public Schools
502.509.0494 (direct line)
502.485.3290 (Resource Development Office)



Vision 2020: All JCPS students graduate prepared, empowered, and inspired to reach their full potential and contribute as thoughtful, responsible citizens of our diverse, shared world.

From: Biasioli, Susan M <susan.biasioli@jefferson.kyschools.us>
Sent: Wednesday, January 19, 2022 3:12 PM
To: Brown, Jeffrey E <Jeffrey.Brown@louisvilleky.gov>; Alexander, Elizabeth <Elizabeth.Alexander@louisvilleky.gov>
Cc: Nichols, Barbara J <Barbara.Nichols@louisvilleky.gov>; Crump, Becky <becky.crump@jefferson.kyschools.us>
Subject: RE: question

JCPS would be grateful for this donation. I've copied Becky Crump that handles donations/grants etc. for JCPS. She can provide input on that front. Would it be better to donate the actual paving or JCPS could get bids and then you could donate the funds only?

Susan Biasioli, AIA
Director, Facility Planning
Jefferson County Public Schools

From: Brown, Jeffrey E <Jeffrey.Brown@louisvilleky.gov>
Sent: Wednesday, January 19, 2022 2:55 PM
To: Alexander, Elizabeth <Elizabeth.Alexander@louisvilleky.gov>; Biasioli, Susan M <susan.biasioli@jefferson.kyschools.us>
Cc: Nichols, Barbara J <Barbara.Nichols@louisvilleky.gov>
Subject: RE: question

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

I'm adding in Susan with JCPS to see if she has any recommendations. I think we should be able to use council funds to pave the JCPS lot but not sure we could use CIF, it may have to be NDF, and with permission from JCPS to perform the work on their property.

Jeffrey Brown, PE

From: Alexander, Elizabeth <Elizabeth.Alexander@louisvilleky.gov>
Sent: Wednesday, January 19, 2022 2:39 PM

To: Brown, Jeffrey E <Jeffrey.Brown@louisvilleky.gov>
Cc: Nichols, Barbara J <Barbara.Nichols@louisvilleky.gov>
Subject: question

Hey Jeff,

I have a question and am hoping you can point me in the right direction. We would like to pave the lot that currently hosts the recycling bin out at the Fairdale Playtorium. The challenge is that JCPS owns the lot. Is there a way we can fund the paving of that lot through the foundation or some other way?

Appreciate any and all assistance. Thanks, Elizabeth

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

Facility Planning Unit

C.B. Young Jr. Service Center
3001 Crittenden Drive
Louisville, KY 40209
(502) 485-3315
Fax: (502) 485-3677



March 30, 2022

Jeffery Brown, PE
Louisville/Jefferson County Metro Government
444 S. 5th Street, Suite 400
Louisville, KY 40202
Attention: Josh Bernstein

Re: 10104 Mitchell Hill Road Metro Louisville Recycling Drop off

Dear Mr. Brown:

This letter serves as notice under Section 6 of the Lease Agreement between Jefferson County Public Schools ("JCPS") and Louisville/Jefferson County Metro Government ("Metro") dated June 12, 2012 (the "Lease") that JCPS consents to Metro's request to pave the recycling drop off area of the premises leased to Metro. Pursuant to Section 6 of the Lease, JCPS and Metro agree that Metro is not required to remove these paving improvements in the event that the Lease is terminated.

Acknowledgement Jefferson County Public Schools

Date



3/30/2022

Acknowledgement Metro Louisville Public Works

Date



3/30/2022

LEASE AGREEMENT

This Lease Agreement (the "Agreement") is made as of the 12th day of June, 2012, between the BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY, a public body corporate and political subdivision of the Commonwealth of Kentucky and (hereafter referred to as "JCPS"), and LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, a consolidated local government and political subdivision of the Commonwealth of Kentucky (hereafter referred to as "Metro").

RECITALS:

1. JCPS is the owner of certain property located at 10104 Mitchell Hill Road, Louisville, Jefferson County, Kentucky, a portion of which is shown on Exhibit A hereto.
2. Metro is the owner of certain property located at 10616 West Manslick Road, Louisville, Jefferson County, Kentucky, a portion of which is shown on Exhibit B hereto.
3. JCPS and Metro each desire to lease a portion of the property of the other, and JCPS has obtained the approval of the Kentucky Department of Education to enter into this Lease Agreement.

WITNESSETH:

In consideration of the covenants, conditions, terms, and provisions herein stated, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, JCPS hereby leases to Metro the premises designated on Exhibit A attached hereto, including any vehicular and pedestrian access to and from said premises across property owned by JCPS that currently exists or may be approved by JCPS in the future, and Metro hereby leases to JCPS the premises designated on Exhibit B, including any vehicular and pedestrian access to said premises across property owned by Metro that currently exists or may be approved by Metro in the future, and each party agrees to the following terms for such leases.

1. TERM

The initial term of this Lease shall be for one (1) year beginning on June 12, 2012, unless sooner terminated pursuant to the terms of this Lease Agreement. This

Lease may be extended for successive terms of one year each, up to a maximum of ninety-nine (99) years, contingent on approval by the Board of Education of Jefferson County, Kentucky on an annual basis. Either party shall have the right at any time to elect to terminate the Lease for any reason whatsoever, with or without cause, by giving the other party thirty (30) days written notice in accordance with Section 15 of this Agreement.

2. DEMISED PREMISES

The premises leased to Metro are designated on Exhibit A, and are located at the north end of 10104 Mitchell Hill Road, Louisville, Kentucky 40118, consisting of approximately 9,000 square feet, and including any vehicular and pedestrian access to and from said premises across property owned by JCPS that currently exists or may be approved by JCPS in the future. The premises leased to JCPS are shown in Exhibit B, and are located at the southwest end of 10616 West Manslick Road, Louisville, Kentucky 40118, consisting of approximately 9,000 square feet, and including any vehicular and pedestrian access to and from said premises across property owned by Metro that currently exists or may be approved by Metro in the future.

3. RENT

Because each party is leasing premises of equal size to the other party, the parties agree that no rent shall be paid by either party.

If the lease for the premises on Exhibit A is terminated for any reason, then the lease for premises on Exhibit B shall terminate at the same time. Likewise, if the lease for the premises on Exhibit B is terminated for any reason, then the lease for premises on Exhibit A shall terminate at the same time.

4. UTILITIES & SERVICES

JCPS shall not be required to provide any utilities or services for premises leased to Metro, and Metro shall not be required to provide any utilities or services for premises leased to JCPS.

5. USE OF PREMISES

Metro shall use the premises leased to it as a staffed recycling drop-off facility and collection point for glass, paper, plastic, metal, and aluminum materials only. No medical waste or hazardous materials of any kind may be accepted, kept, or stored for any period of time on the premises leased to Metro, except that Metro may accept household batteries (sizes AAA, AA, C and D) for recycling, provided such is done in strict conformance with all applicable federal, state, and local laws and regulations. Metro shall not use the premises leased to it for any other use without the prior written

consent of JCPS, which JCPS agrees not to unreasonably withhold or delay. Anything herein to the contrary notwithstanding, Metro may not use the premises in any way that JCPS determines, in its sole discretion, is disruptive to or interferes with any educational programs conducted by JCPS on the remainder of the property owned by JCPS.

JCPS shall use the premises leased to it as a passageway for vehicles and/or vehicular parking only. JCPS shall not use the premises leased to it for any other use without the prior written consent of Metro, which Metro agrees not to unreasonably withhold or delay.

6. IMPROVEMENTS

Metro agrees to accept the premises leased to Metro in its "as-is" condition from JCPS. Metro may, at its own expense, alter, make additions and improvements to the premises leased to it upon the prior written consent of JCPS, which JCPS agrees not to unreasonably withhold or delay.

JCPS agrees to accept the premises leased to JCPS in its "as-is" condition from Metro.

Any alterations, additions, and improvements made to either premises after the effective date of this Agreement, shall be removed at the expense of the party that installed said items, and the premises shall be restored to its original condition on the effective date of this Agreement, immediately upon termination or expiration of this Agreement, unless both parties agree otherwise in writing. All other items that are not affixed to the premises that can be removed without substantially damaging or altering the premises shall remain the property of the party installing such items and shall be removed by that party at termination or expiration of the Agreement.

All work by a party shall be in accordance with all applicable laws and regulations for the type of occupancy contemplated in this Agreement.

7. ENVIRONMENTAL HAZARDS

JCPS shall comply or cause compliance with all applicable governmental laws, rules, regulations and/or ordinances dealing with environmental matters with respect to the premises leased to JCPS. JCPS shall be responsible for the abatement of any environmental hazards on or about the premises leased to Metro not brought to the premises or generated by Metro at the commencement of and during the lease term. Metro shall be responsible for abatement of any environmental hazards on or about the premises leased to Metro brought to the premises by Metro or generated, caused or allowed by Metro on the premises leased to Metro during the lease term.

Metro shall comply or cause compliance with all applicable governmental laws, rules, regulations and/or ordinances dealing with environmental matters with respect to the premises leased to Metro. Metro shall be responsible for the abatement of any environmental hazards on or about the premises leased to JCPS not brought to the premises or generated by JCPS at the commencement of and during the lease term. JCPS shall be responsible for abatement of any environmental hazards on or about the premises leased to JCPS brought to the premises by JCPS or generated, caused, or allowed by JCPS on the premises leased to JCPS during the lease term.

8. INSURANCE REQUIREMENTS FOR METRO

Pursuant to Ordinance No. 11, Series 2003, Metro is self-insured for all properly asserted General Liability claims brought against it to which Metro does not otherwise have a legal defense. In addition, Metro agrees to keep in full force and effect Excess Self Insurance coverage for all properly asserted claims brought against it to which Metro does not otherwise have a legal defense, covering Bodily Injury, Property Damage, and Personal Injury Liability under the "Louisville Area Governmental Self Insurance Trust", as long as such coverage is available. The Limit of Liability provided by such Excess coverage shall be at least \$1,000,000.00 per Occurrence under a Combined Single Limit format. Metro agrees to provide JCPS with a Certificate of Self Insurance from the Louisville Area Governmental Self Insurance Trust.

Metro acknowledges that it will make arrangements for insurance on its personal property within the premises leased to Metro to the extent desired by Metro.

9. INSURANCE REQUIREMENTS FOR JCPS

A. Subject to the right of JCPS to self-insure as described in Subparagraph C below, JCPS shall, during the term of this Lease, insure against public liability insurance with reference to the premises leased to JCPS in minimum amounts of One Million Dollars (\$1,000,000.00) for personal injury or death and One Million Dollars (\$1,000,000.00) for property damage in respect of each occurrence.

B. Subject to the right of JCPS to self-insure as described in Subparagraph C below, all required insurance policies shall be with insurance companies qualified to do business in the Commonwealth of Kentucky, and may be written with exceptions and exclusions comparable to those in similar policies carried by others with respect to properties of similar size, character and other respects to the premises leased by JCPS. JCPS shall provide Metro with certificates of the respective insurers specifying that the required insurance is in full force and effect. The required insurance may be in the form of blanket insurance policies and may be provided by so-called umbrella coverage. All insurance claims may be adjusted by JCPS alone.

C. As an alternative to providing third party insurance coverage against the risks and in the amounts specified above, JCPS may provide equivalent coverage through an established program of self-insurance. JCPS shall provide Metro with a certificate of such self-insurance coverage describing the reserves maintained and any reinsurance in effect under JCPS's self-insurance program and certifying that such reserves and any such reinsurance in effect are adequate to provide for the estimated liabilities.

JCPS acknowledges that it will make arrangements for insurance on its personal property within the premises leased to JCPS to the extent desired by JCPS.

10. MAINTENANCE

Metro, at its sole cost and expense, shall at all times during the term of this Agreement maintain the premises leased to Metro in a neat, clean, and safe condition and otherwise, in good order, condition and repair, excepting only reasonable wear and tear, and shall not suffer or permit to exist any nuisance or waste upon the premises leased to it. JCPS, at its sole cost and expense, shall at all times during the term of this Agreement maintain the premises leased to JCPS in a neat, clean, and safe condition and otherwise, in good order, condition and repair, excepting only reasonable wear and tear, and shall not suffer or permit to exist any nuisance or waste upon the premises leased to it.

At termination of this Agreement, each party shall return to the owner the leased premises in the same condition as at commencement of the Agreement, ordinary wear and tear excepted.

11. SIGNS

Metro shall not paint, place or erect any sign on any part of the premises leased to Metro without obtaining appropriate permits and the prior written approval of JCPS, which approval shall not be unreasonably withheld or delayed.

JCPS shall not paint, place or erect any sign on any part of the premises leased to JCPS without obtaining appropriate permits and the prior written approval of Metro, which approval shall not be unreasonably withheld or delayed.

12. NON-ASSIGNMENT

Metro shall not assign this lease or sublet the premises leased to Metro or any part thereof or permit any other person, firm or corporation to occupy the premises leased to Metro or any part thereof without written consent of JCPS, which consent shall not be unreasonably withheld or delayed.

JCPS shall not assign this lease or sublet the premises leased to JCPS or any part thereof or permit any other person, firm or corporation to occupy the premises leased to JCPS or any part thereof without written consent of Metro, which consent shall not be unreasonably withheld or delayed.

13. HOLD OVER TENANCY

If, without the execution of a new lease or written extension, a tenant shall hold over after the expiration of the lease term, that tenant shall be deemed to be occupying the premises leased to it as a tenant from month to month, which tenancy may be terminated as provided by law. During such tenancy, that tenant agrees to pay to the owner of the leased premises a fair market rental, unless a different rate is agreed upon, and that tenant agrees to be bound by all other terms, covenants and conditions as herein specified.

14. NOTICES

All notices provided for in the Lease shall be sent to the follow addresses:

JCPS:

Board of Education of Jefferson County, Kentucky
VanHoose Education Center
3332 Newburg Road
Louisville, Kentucky 40218
Attention: Michael Mulheirn

METRO:

LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT
444 S. 5th STREET, SUITE 400
LOUISVILLE, KENTUCKY 40202
ATTENTION: JOSH BERNSTEIN

The parties may by notice designate any further or different addresses to which subsequent notices or other communications shall be sent.

15. TERMINATION

JCPS or Metro may terminate this Agreement for any reason upon thirty (30) days written notice from the terminating party to the non-terminating party. If the lease for the premises on Exhibit A is terminated for any reason, then the lease for premises on Exhibit B shall terminate at the same time. Likewise, if the lease for the premises on Exhibit B is

terminated for any reason, then the lease for premises on Exhibit A shall terminate at the same time.

16. DEFAULT

In the event that a party fails to comply with any term of this Agreement, written notice by certified mail shall be given to the defaulting party that it has 30 days (or a reasonable, shorter time in the case of an emergency) in which to cure the default or the Agreement shall terminate. If the default cannot reasonably be cured within 30 days, the Agreement shall not terminate if the defaulting party begins action within 30 days to cure the default and diligently pursues it to completion.

In lieu of terminating the Agreement, upon the failure of the defaulting party to take appropriate action to cure its default within 30 days (or shorter time period if appropriate), the non-defaulting party may undertake to cure the default and the defaulting party shall reimburse the non-defaulting party within 10 days of receipt of written notice of the cost incurred by the non-defaulting party.

17. INSPECTION

Each party shall have the right to inspect the premises owned by such party at any time with 24 hours notice.

18. BINDING EFFECT

This agreement shall be binding on the parties, their personal representatives, successors and assigns.

19. ENTIRE AGREEMENT

This Agreement contains all the terms of the agreement between the parties and there are no other written or verbal agreements, representations or warranties that are not a part of this Agreement. All prior negotiations between the parties are merged herein. Modifications to this Agreement must be in writing and signed by all parties to this Agreement.

20. GOVERNING LAW

This Agreement shall be governed by the law of the Commonwealth of Kentucky. The parties agree that venue for all disputes shall be in the courts of Jefferson County, Kentucky.

21. SEVERABILITY

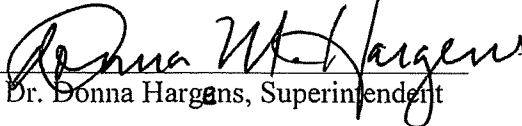
If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

22. COMMISSION

Each party warrants to the other that it has not engaged anyone for which a claim for commission may be made regarding this transaction and agrees to hold harmless the other party for any claim for a commission.

IN TESTIMONY WHEREOF, WITNESS the signature of the parties hereto the day and year first above written.

BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY

BY 
Dr. Donna Hargens, Superintendent

DATE 6/11/12

LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT

BY 

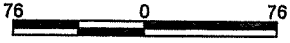
TITLE DIRECTOR

DATE 6/20/12

Approved as to form:
MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

By: 
Edward S. Carle

Assistant Jefferson County Attorney



Map Created: 9/7/2011 2:40 PM

Exhibit 'A'



City of Louisville and Jefferson County Metropolitan Government
Louisville Water Company and
Louisville Metro Council, the
Jefferson County Property Valuation
Administration
All Rights Reserved

Fairdale Elementary School and Recycling Center

PROPOSED SWAP.

PROPOSED RECYCLING CENTER

MAN 2/6/11



This map is not a legal document and should only be used for general reference and identification.

Regular Meeting
June 11, 2019 7:00 PM
VanHoose Education Center
Stewart Auditorium

Agenda Item: **X.R.8. Recommendation for Approval of Lease Agreement/Land Swap Renewal
with Louisville Metro Government**

Speaker:

Recommendation: Superintendent Martin Pollio recommends the Board of Education approve a Lease Agreement/Land Swap Renewal between Louisville Metro Government and the Jefferson County Board of Education.

Rationale:

This renewal is under the same terms and conditions as the original Lease Agreement/Land Swap approved by the Jefferson County Board of Education on June 12, 2012, and may be extended for successive terms of one year each, up to a maximum of 99 years, contingent on approval by the Jefferson County Board of Education on an annual basis.

The Lease Agreement/Land Swap is based on mutual and equal benefit for both Louisville Metro Government and Jefferson County Public Schools. This arrangement allows for a driveway for Fairdale Elementary School and a recycling drop-off point for Louisville Metro. On the attached aerial view of the Fairdale Elementary property, there is an area marked in red and designated as the proposed swap. This long, rectangular piece of property is part of our driveway. Without this piece of land, it would impede the access to our school.

This item supports *Vision 2020 Goal Infrastructure Improvements*.

Submitted by: Cordelia Hardin

Attachments