

O-247-22

Louisville Metro Council City Agency Request

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

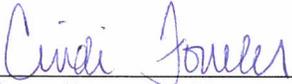
Primary Sponsor: Councilwoman Cindi Fowler - District 14

Amount: \$5,740.80 **Date:** 8-10-22

Description of program/project including public purpose, additional funding sources, location of project/program and any external grantee(s):
 Neighborhood Development Funds are being directed to Louisville Public Works to provide street lighting installed at the Sun Valley Ball Field Parking Lot off Ashby Lane, to increase public safety.
 This is for a five-year contract with Louisville Gas and Electric Company:
 \$95.68 per month x 60 months = \$5,740.80

City Agency: Louisville Metro 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.

14		\$5,740.80	8-15-22
District #	Council Member Signature	Amount	Date

Approved by: _____
 Appropriations Committee Chairman Date

Clerk's Office & OMB Use Only:

Request Amount: _____ Amended Amount: _____

Reference #: O-247-22 To OMB: _____

Budget Revision #: _____

Account #: _____

To Project Manager: _____ Completion Date: _____

Actual Cost: _____ Funds Returned: _____

NDF, CIF, MAP OR PAV INTERAGENCY CHECKLIST

Interagency Name: Louisville Metro Public Works	
Program/Project Name:	Installation of Street Lights & 5-year contract w/ Louisville Gas and Electric Company
	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?	NA No
Supporting Documentation: Does the attachment include a valid estimate and description of cost?	Yes

Submitted by: *Sandy Spreneman*

Date: 8-10-22

Thieneman, Cindy L

From: Brown, Jeffrey E
Sent: Tuesday, August 9, 2022 3:31 PM
To: Cindi Fowler
Cc: Thieneman, Cindy L
Subject: RE: Sun Valley ball field parking lot lighting

Follow Up Flag: Follow up
Flag Status: Flagged

Public Works will accept funds for the LGE leased lighting at Sun Valley.

Jeffrey Brown, PE

From: Cindi Fowler <ciniree@gmail.com>
Sent: Tuesday, August 9, 2022 3:29 PM
To: Brown, Jeffrey E <Jeffrey.Brown@louisvilleky.gov>
Cc: Thieneman, Cindy L <Cindy.Thieneman@louisvilleky.gov>
Subject: Sun Valley ball field parking lot lighting

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Jeff
Please see contract for lighting fir sun valley parking g lit off Ashby lane. The total for the project with five year time period is \$5740.80. Can you accept the funds for this project?
Thanks!!
Cindi

Sent from my iPhone

Thieneman, Cindy L

From: Thieneman, Cindy L
Sent: Wednesday, August 10, 2022 2:09 PM
To: Thieneman, Cindy L
Subject: FW: 7092144AshbyContract - Metro Only
Attachments: 7092144AshbyContract - Metro Only.pdf; Hidden Hazard.pdf

From: Gray, Michael [Contractor] <Michael.Gray@lge-ku.com>
Sent: Tuesday, August 9, 2022 2:13 PM
To: Brown, Jeffrey E <Jeffrey.Brown@louisvilleky.gov>; Fowler, Cindi <Cindi.Fowler@louisvilleky.gov>
Subject: 7092144AshbyContract - Metro Only

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Cindi and Jeff,

Attached is the 5 year lease contract for the lights you requested.

Please sign and date the customer portion of the contracts, then scan and email them back to me at michael.gray@lge-ku.com.

If you don't have access to a scanner, you can fax them directly to me at 502-217-3180, or mail them to my attention at:

**LOUISVILLE GAS & ELECTRIC CO.
ATTN: MIKE GRAY
6900 ENTERPRISE DR.
LOUISVILLE, KY 40214**

Thank you.

MICHAEL GRAY
LIGHTING REPRESENTATIVE
OUTDOOR LIGHTING DEPT
OPS PLUS (AN OFFICIAL LG&E CONTRACTOR)
502.364.8742 OFFICE
502.217-3180 FAX
Michael.gray@lge-ku.com

----- The information contained in this transmission is intended only for the person or entity to which it is directly addressed or copied. It may contain material of confidential and/or private nature. Any review,

CONTRACT FOR OUTDOOR LIGHTING SERVICE

OL # NEW

WORK REQUEST # 7092144

SITE LOCATION 6614 ASHBY LN LOUISVILLE KY

ZIP CODE 40272

CUSTOMER LOUISVILLE METRO GOVT ADM SERV DIV

ACCOUNT # BP#7001378746-D14

MAILING ADDRESS 609 W JEFFERSON ST LOUISVILLE KY 40202

This agreement is entered into between LOUISVILLE GAS AND ELECTRIC COMPANY (the "Company") and the customer identified above (the "Customer"). Company agrees to install, provide routine maintenance, and provide electric service to the outdoor lighting units described below at the location designated above. Customer agrees to receive and pay for lighting service in accordance with the Lighting Service Rate Schedule and Terms and Conditions of Company's Electric Service Tariff on file with the Kentucky Public Service Commission (the "PSC"). The term of this agreement is **FIVE (5) YEARS** beginning on the date service is first provided. After the five-year term, Company will continue to provide service to Customer under the Lighting Service Rate Schedule. **In the case of a municipality, the term is contingent upon annual appropriation of funds.**

INSTALLATION	LIGHT RC	POLE RC	CONV. FEE
TYPE W LED DIRECTIONAL	4 x LF7	2 x PL3	X
	X	X	X
	X	X	X
	X	X	X
REMOVAL	LIGHT RC	POLE RC	
	X	X	
	X	X	
	X	X	

If the above service requires any additional facilities, includes new underground-fed lights, includes three or more overhead-fed lights, or if customer is requesting conversion to LED, and Customer cancels this agreement at any time during the 5-year term (by moving from the above address, requesting the lights to be de-energized or removed, or failing to make any payment owed under this agreement), all remaining payments owed under this agreement will be billed to Customer as a lump sum and due immediately. **In the case of a municipality, the term is contingent upon annual appropriation of funds.** If Customer fails to make any payment owed under this agreement, Company will proceed with collection and may remove lighting units from Customer's premises.

Customer grants Company permission to enter Customer's property for the purpose of installing, repairing, maintaining, replacing, or removing lighting units and associated equipment. Customer understands and agrees that lighting units installed under this agreement remain the property of Company. Customer agrees not to attach, or allow others to attach, any object to lighting units. Customer agrees to exercise proper care to protect the lighting units. Company may decline to install lighting units or provide service in locations that, in Company's judgment, present unusual hazards or risk of damage. In the event of loss or damage to the lighting units arising from negligence of Customer or acts of vandalism, Customer agrees to pay the Company's regular labor and material costs to repair or replace the lighting units.

Customer is responsible for physically marking the locations and communicating to Company the existence of any Customer-owned underground facilities (e.g. water and sewer, fire alarm, irrigation, telecommunications lines, etc.). Customer releases Company from all liability arising from damage to unmarked underground facilities during the installation of lights under this agreement. Customer agrees to reimburse Company for any additional costs to dig through and remove rock encountered during the Company's installation.

The current rate per month for the above lighting unit(s) is \$ 95.68, which is subject to change in future rate filings with the PSC. Customer's monthly bill will reflect the monthly tariff rate adjusted by PSC-approved credits or surcharges.

CONVERSION FEE (note: only applicable when changing to LED lights)

If Customer requests to change a currently functioning non-LED fixture to an LED fixture, Customer is responsible for a conversion fee.

Mark one box: One-time conversion fee of \$260.00 per light **or** Monthly conversion fee of \$4.62 per light for 60 months

APPLICANT NAME (PRINT)

TITLE (PRINT)

APPLICANT SIGNATURE

DATE

() _____
PHONE

FOR INTERNAL USE ONLY: 5-Year LS Contract Amount: \$ _____