

ORDINANCE NO. 073 -2023

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT WITH MAIN STREET BAPTIST CHURCH RELATED TO CONSTRUCTING PARKING SPACES FOR USE BY THE CHURCH AND BY THE GENERAL PUBLIC FOR A PERIOD OF TEN YEARS; AND CLOSING A PORTION OF JEFFERSON STREET UPON COMPLETION OF THE IMPROVEMENTS IN ACCORDANCE WITH KRS 82.405 AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A QUITCLAIM DEED TRANSFERRING THE FORMER RIGHT-OF-WAY TO MAIN STREET BAPTIST CHURCH AS THE ABUTTING OWNER, SUBJECT TO THE RESERVATION OF EASEMENTS AND RESTRICTIONS AND THOSE CONTAINED IN THE AGREEMENT; AND AUTHORIZING ANY ADDITIONAL NECESSARY RELATED ACTIONS.

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WHEREAS, Main Street Baptist Church ("MSBC") had until the recent renovation and expansion of the Lexington Center Corporation's ("LCC") facilities the use of approximately 700 parking spaces behind its property on a regular basis and at no charge for more than 30 years;

WHEREAS, the aforesaid parking area will no longer be available due to the previous construction of a parking garage by LCC on part of the property, and the remaining land is being leased for use as a park (Town Branch Park), and will no longer be available for parking by MSBC once that park commences construction;

WHEREAS, MSBC requires parking spaces to remain a viable church in its current location;

WHEREAS, LFUCG owns the remainder of the Jefferson Street Viaduct (the "Viaduct"), which is located between the Church's Property, known as the Main Church Building and the Sovereign Grace Chapel & Braxton Building;

WHEREAS, the parties previously entered into a Memorandum of Understanding related to MSBC using the Viaduct for temporary parking purposes; and

WHEREAS, MSBC has requested that LFUCG assist it in maximizing the number of parking spaces that could be available for it to use on a permanent basis including conveyance of ownership of the Jefferson Street Viaduct remnant property to MSBC which is what would normally be done by LFUCG when it determines it no longer wishes to retain ownership of a street/right-of-way;

WHEREAS, the location of the temporary parking lot on the viaduct is in close proximity to the proposed Town Branch Park;

WHEREAS, the current condition of that temporary parking lot needs improvement in order to be used permanently for parking;

WHEREAS, the parties are desirous of entering an agreement under which additional permanent parking will be available to MSBC when needed, but will otherwise normally be available for use by the general public in accordance with hours to be posted and at the discretion of MSBC, subject to management consideration, church activities, maintenance issues, weather and environmental considerations;

WHEREAS, LFUCG recognizes the important role that MSBC has in the community, the impact of the Town Branch Park project, and the vital role of parking for the MSBC congregation, which has been at the current location for over 160 years, and for the general public in this area of the community;

WHEREAS, LFUCG is willing to undertake making improvements to the viaduct remnant and surrounding area in an amount not to exceed \$1.5 million in order to maximize the available parking, alleviate traffic flow issues related to parking in that area and bring the temporary parking lot on the viaduct up to applicable standards;

WHEREAS, once these improvements are substantially completed the parties agree that it would be mutually beneficial to permanently close the remainder of the viaduct as a public street and transfer the property to MSBC subject to the requirement that MSBC maintain the parking lot and keep it open to the general public for the majority of the time when not it is not in use by MSBC;

WHEREAS, the parties are in agreement that the transfer of ownership and maintenance of the property with a requirement that it be available for use by the general public for parking (subject to the discretion and management of MSBC) when not in use by MSBC is in the public interest and will benefit the citizens of Lexington-Fayette County, Kentucky;

WHEREAS, the parties agree that a ten (10) year period of time is reasonable to keep restrictions in place as that is the estimated useful life of the improvements to the property being constructed by LFUCG, after which time they shall not apply;

WHEREAS, the Urban County Government has the exclusive authority, pursuant to Chapter 67A and Section 82.405 of the Kentucky Revised Statutes, to close a public way or any part thereof within its jurisdiction; and

WHEREAS, the owner of the abutting property has received written notice of the proposed closing and has given written, notarized consent thereto.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor be and hereby is authorized to execute the Memorandum of Agreement with Main Street Baptist Church, which is attached hereto and incorporated herein by reference (Exhibit A), related to constructing parking spaces for use by the Church and the general public for a period of ten (10) years.

Section 2 – That this Council hereby finds that the remaining portion of Jefferson Street should be closed, subject to the completion of the construction improvements to the property.

Section 3 - That pursuant to KRS 82.405(2), this Council finds that the property owner abutting the portion of Jefferson Street to be closed has been provided written notice of the proposed closing has given its written, notarized consent to the closing, with this ordinance, an accompanying and any necessary Deed to be recorded upon the transfer of the property.

Section 4 – That, pursuant to the powers granted to the Lexington-Fayette Urban County Government under Chapter 67A and Section 82.405 of the Kentucky Revised Statutes, the portion of Jefferson Street identified in Exhibit B be and hereby is closed as a public way of the Lexington-Fayette Urban County Government, subject to completion of the improvements.

Section 5 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a quitclaim deed, if needed, and any other documents necessary to transfer the former street/right-of-way to the Church as the abutting owner, subject to the reservation of easements and restrictions as well as those provided in the Memorandum of Agreement.

Section 6 – That this Ordinance shall become effective on the date of its passage and shall be recorded in the Office of the Fayette County Clerk pursuant to KRS 82.405(2) at the time of the transfer of the property to the Church.

PASSED URBAN COUNTY COUNCIL: June 29, 2023

*Linda Gordon*

MAYOR

ATTEST:

*Adlan*

CLERK OF URBAN COUNTY COUNCIL

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