

RESOLUTION NO. 424 - 2015

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CERTIFICATES OF CONSIDERATION AND OTHER NECESSARY DOCUMENTS, AND TO ACCEPT DEEDS FOR PROPERTY INTERESTS NEEDED FOR THE PIMLICO PARKWAY STORMWATER IMPROVEMENTS PROJECT, AT NO COST TO THE URBAN COUNTY GOVERNMENT.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Certificates of Consideration and other necessary documents, and to accept deeds for property interests needed for the Pimlico Parkway Stormwater Improvements, at no cost to the Urban County Government.

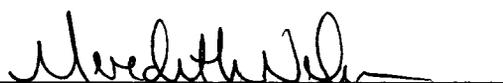
Section 2 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: July 7, 2015

MAYOR



ATTEST:


CLERK OF URBAN COUNTY COUNCIL

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Lexington-Fayette Urban County Government
DEPARTMENT OF ENVIRONMENTAL QUALITY AND PUBLIC WORKS

Jim Gray
Mayor

David L. Holmes
Commissioner

MEMORANDUM

To: Mayor Jim Gray
Urban County Council

From: 
Charles H. Martin, P.E., Director

Date: June 12, 2015

Re: **Requesting authorization for Property Acquisition**
Project: 3455/3459 Pimlico Parkway Stormwater Improvements

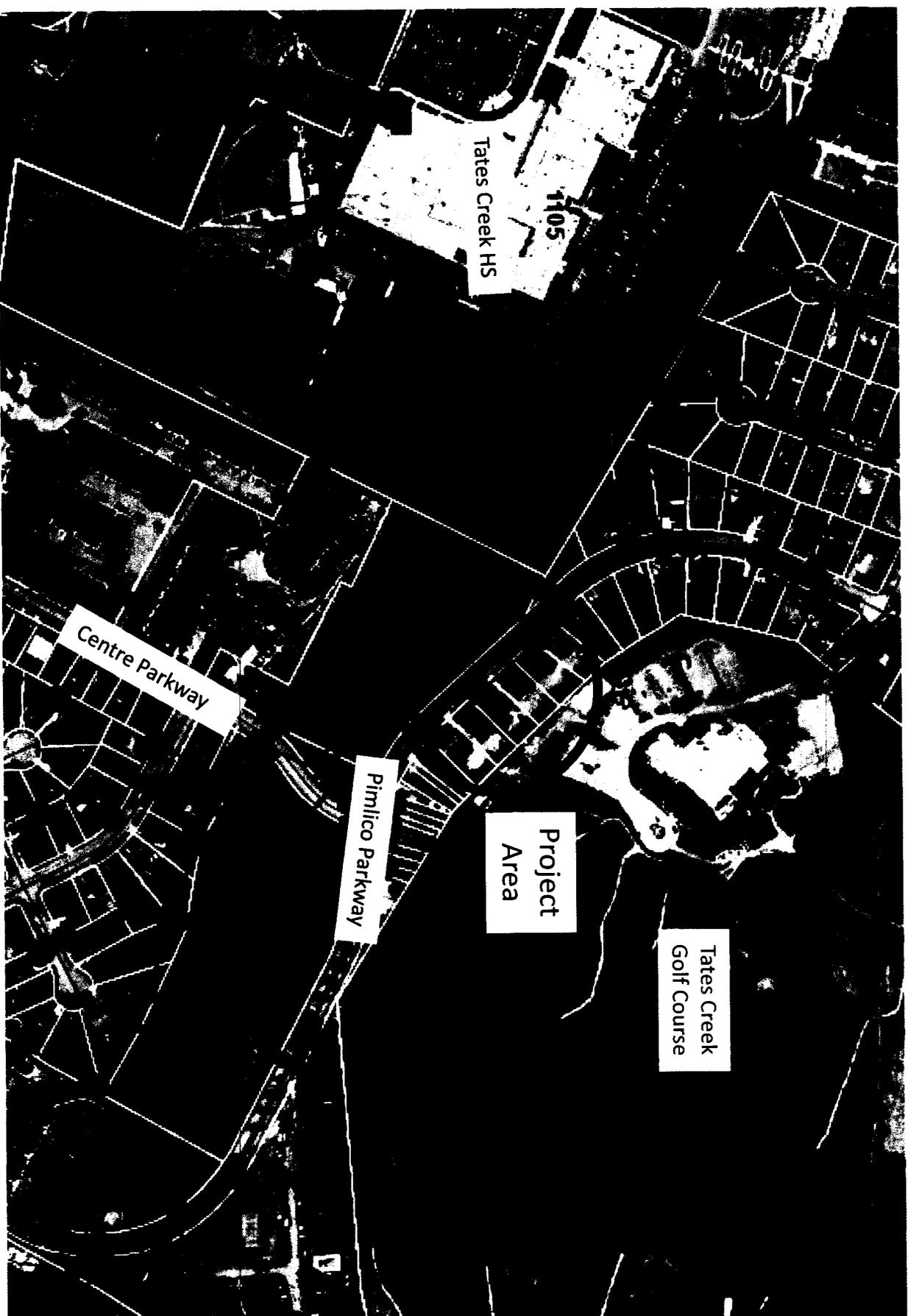
The purpose of this memorandum is to request a resolution authorizing appropriate staff to execute deed and any other necessary documents for the acceptance of temporary construction and permanent stormsewer easements. This project is to mitigate home flooding at the Pimlico Pkwy addresses noted.

The affected property owners have agreed by signed MOU's to donate the required easements to the LFUCG.

Questions regarding this project may be directed to Ben Krebs, Municipal Engineer Sr. at 859-258-3426.

C: David L. Holmes, Commissioner
Greg Lubeck, Stormwater Section Manager

3455/3459 Pimlico Pkwy SW Improvements



LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT
DEPARTMENT OF ENVIRONMENTAL
QUALITY AND PUBLIC WORKS
DIVISION OF WATER QUALITY

Project Name: Pimlico Parkway Stormwater Project
Address: 3459 Pimlico Parkway, Lexington, KY 40517
DB: 1802 Page: 156 Cabinet Slide: B-365
PVA Parcel ID: 14986580 Lot: B
Subdivision: Gainesway

MEMORANDUM OF
UNDERSTANDING

Property Owner:

This Memorandum of Understanding contains all of the representations, terms and conditions that will be included in a formal agreement between the Property Owner and the Lexington Fayette Urban County Government ("LFUCG") and upon which the Property Owner and the LFUCG will rely in completing the proposed transaction. **THE LFUCG IS NOT BOUND BY THIS MEMORANDUM OF UNDERSTANDING UNLESS AND UNTIL IT IS APPROVED BY THE URBAN COUNTY COUNCIL.**

The total consideration to be paid for the property encumbered with the easement is \$ Zero (0) dollars. This consideration includes a cost-to-cure payment to replace the following items:

The total consideration includes payment for any and all reacquisition or reversion rights of the property owners, their heirs or assigns, which may arise pursuant to KRS 416.670.

As shown by the official plans, the deed will convey approximately 626 (sq. ft.) of permanent easement(s); and 376 (sq. ft.) of construction easement(s).

In addition to the points set out above, the following conditions and terms will be included in this transaction:

Any property that is disturbed will be restored to an equal to or better condition than when the construction began.

PLEASE PRINT THE FOLLOWING INFORMATION:

Name: David B. Jones
Address: 2630 Clays Mill Rd
Lexington Ky 40503
Social Security No.: _____
Amount of Check: \$ Zero (0)
Phone Number (859) 229-8712
Email dave_honez@hotmail.com

Name: _____
Address: _____
Social Security No.: _____
Amount of Check: \$ Zero (0)
Phone Number _____
Email _____

The above, together with the right of way plans, represent all the terms and conditions of the proposed agreement. These terms and conditions were reached without coercion, threats or other promises by either the Property Owner or the Negotiator(s) representing the LFUCG. The LFUCG Negotiator(s) certifies that they have no direct, indirect, present or contemplated interest in the property and in no way benefit from this acquisition.

This Memorandum of Understanding was prepared and signed this 5 day of MAY, 2015.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT NEGOTIATOR(S)

PROPERTY OWNERS' SIGNATURES

ECSL LLC

[Signature]

340 South Broadway, Suite 200

Lexington, KY 40508

Douglas Mynear
Douglas Mynear, PE, VP/Director

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT
DEPARTMENT OF ENVIRONMENTAL
QUALITY AND PUBLIC WORKS
DIVISION OF WATER QUALITY

MEMORANDUM OF
UNDERSTANDING

Project Name: **Pimlico Parkway Stormwater Project**
Address: **3455 Pimlico Parkway, Lexington, KY 40517**
DB: **1956** Page: **342** Cabinet Slide: **B-365**
PVA Parcel ID: **14986579** Lot: **B**
Subdivision: **Gainesway**

Property Owner:

This Memorandum of Understanding contains all of the representations, terms and conditions that will be included in a formal agreement between the Property Owner and the Lexington Fayette Urban County Government ("LFUCG") and upon which the Property Owner and the LFUCG will rely in completing the proposed transaction. THE LFUCG IS NOT BOUND BY THIS MEMORANDUM OF UNDERSTANDING UNLESS AND UNTIL IT IS APPROVED BY THE URBAN COUNTY COUNCIL.

The total consideration to be paid for the property encumbered with the easement is \$ **Zero (0) dollars**. This consideration includes a cost-to-cure payment to replace the following items:

The total consideration includes payment for any and all reacquisition or reversion rights of the property owners, their heirs or assigns, which may arise pursuant to KRS 416.670.

As shown by the official plans, the deed will convey 1790 (sq. ft.) of permanent easement(s); and 452 (sq. ft.) of construction easement(s).

In addition to the points set out above, the following conditions and terms will be included in this transaction:

Any property that is disturbed will be restored to an equal to or better condition than when the construction began.

PLEASE PRINT THE FOLLOWING INFORMATION:

Name: LINCKS PROP
Address: 3125 WEYMOUTH CT
LEX KY 40509
Social Security No.: _____
Amount of Check: \$ Zero (0)
Phone Number 859-351-3939
Email LINCKSJD@YAHOO.COM

Name: _____
Address: _____
Social Security No.: _____
Amount of Check: \$ Zero (0)
Phone Number _____
Email _____

The above, together with the right of way plans, represent all the terms and conditions of the proposed agreement. These terms and conditions were reached without coercion, threats or other promises by either the Property Owner or the Negotiator(s) representing the LFUCG. The LFUCG Negotiator(s) certifies that they have no direct, indirect, present or contemplated interest in the property and in no way benefit from this acquisition.

This Memorandum of Understanding was prepared and signed this 6 day of June, 2015.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT NEGOTIATOR(S)

ECSI, LLC
340 South Broadway, Suite 200
Lexington, KY 40508

Douglas Mynear
Douglas Mynear, PE, VP/Director

PROPERTY OWNERS' SIGNATURES

Lincks Prop LLC
Jo Ann Lincks member 6/6/15