



Compact

JERRY E. ABRAMSON
MAYOR

City of Louisville

DEPARTMENT OF LAW

Room 200, City Hall • Louisville, KY 40202-2771
(502) 574-3511 • FAX (502) 574-4215



WILLIAM C. STONE
DIRECTOR OF LAW

August 27, 1998

Mayor Daniel H. Ruckriegel, Sr.
City of Jeffersontown
10413 Taylorsville Road
Louisville, Kentucky 40299

*To: DCA
From: Bance*

*8/28/98
[Handwritten initials]*

RE: Annexation proposals by the City of Jeffersontown

Dear Mayor Ruckriegel:

Jefferson County and the City of Louisville have received some initial information from your City regarding its proposed annexation. The additional information which has been requested to be supplied by the County and the City must be supplied no later than September 4, 1998, or the City will not be able to amend its annexation ordinance by the September 30, 1998, deadline established by state law.

It is my understanding that Stuart Adams with the County Attorney's Office has agreed to the necessity of this time deadline. We look forward to receiving the additional information.

Sincerely,

Barbara E. Elliott
Barbara E. Elliott
Assistant Director of Law

cc: Stuart Adams

Assistant County Attorney
310 W. Liberty Street Suite 204
Louisville, Kentucky 40202

Mayor Abramson
County Judge/Executive Armstrong
Members of the Board of Aldermen
Commissioners of Jefferson County Fiscal Court

BE/be::1200578

The Filson Historical Society



City of Louisville

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Louisville



JERRY E. ABRAMSON
MAYOR

WILLIAM C. STONE
DIRECTOR OF LAW

August 27, 1998

Mayor Warren C. Walker
City of Douglass Hills
500 Falkirk Court
Louisville, Kentucky 40243

RE: Annexation proposal by the City of Middletown

Dear Mayor Walker:

Jefferson County and the City of Louisville have received some initial information from your City regarding its proposed annexation. The additional information which has been requested to be supplied by the County and the City must be supplied no later than September 4, 1998, or the City will not be able to amend its annexation ordinance by the September 30, 1998, deadline established by state law.

It is my understanding that Stuart Adams with the County Attorney's Office has agreed to the necessity of this time deadline. We look forward to receiving the additional information.

Sincerely,

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Assistant Director of Law

cc: Stuart Adams

Assistant County Attorney
310 W. Liberty Street Suite 204
Louisville, Kentucky 40202

Mayor Abramson
County Judge/Executive Armstrong
Members of the Board of Aldermen
Commissioners of Jefferson County Fiscal Court

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Louisville



JERRY E. ABRAMSON
MAYOR

WILLIAM C. STONE
DIRECTOR OF LAW

August 27, 1998

HAND DELIVERED

Mayor Jerry Larence Rexroat
City of Hollow Creek
7406 Switch Bark Road
Louisville, Kentucky 40228

Deputy Mayor Robert A. Wagner, Jr.
City of Hollow Creek
6410 Watchhill Road
Louisville, Kentucky 40228

RE: Annexation proposal submitted by City of Hollow Creek

Dear Mayor Rexroat and Deputy Mayor Wagner:

Jefferson County and the City of Louisville have received all the information required from the City of Hollow Creek for its proposed annexation except for a cleaned up legal description based on the letter I faxed to you from H. E. Rudy. We must receive this information no later than September 4, 1998, or the City will not be able to amend its annexation ordinance by the September 30, 1998, deadline established by state law.

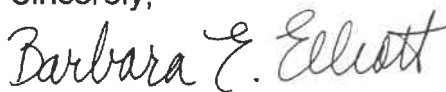
It is my understanding that Stuart Adams with the County Attorney's Office has seen and agreed to the necessity of this time deadline. We look forward to receiving the additional information.

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Page 2
Letter to City of Hollow Creek
August 27, 1998

Sincerely,



Barbara E. Elliott
Assistant Director

cc: Stuart Adams
Assistant County Attorney
310 W. Liberty Street Suite 204
Louisville, Kentucky 40202

Stan Chauvin
514 W. Liberty Street - Fourth Floor
Louisville, Kentucky 40202

Mayor Jerry E. Abramson
County Judge/Executive David Armstrong
Members of the Board of Aldermen
Fiscal Court Commissioners

1200571

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Louisville



JERRY E. ABRAMSON
MAYOR

WILLIAM C. STONE
DIRECTOR OF LAW

August 27, 1998

HAND DELIVERED

Mayor Albert A. Tomassetti
City of Barbourmeade
3516 Breeland Avenue
Louisville, Kentucky 40241

RE: Annexation proposal submitted by City of Barbourmeade

Dear Mayor Tomassetti:

Jefferson County and the City of Louisville have received all the information required from the City of Barbourmeade for its proposed annexation except for a cleaned up legal description based on the letter I faxed to you from H. E. Rudy. We must receive this information no later than September 4, 1998, or the City will not be able to amend its annexation ordinance by the September 30, 1998, deadline established by state law.

It is my understanding that Stuart Adams with the County Attorney's Office has seen and agreed to the necessity of this time deadline. We look forward to receiving the additional information.

Sincerely,

Barbara E. Elliott
Assistant Director

Page 2
Letter to City of Barbourmeade
August 27, 1998

cc: Stuart Adams
Assistant County Attorney
310 W. Liberty Street Suite 204
Louisville, Kentucky 40202

Stan Chauvin, III
White and Chauvin
1469 S. Fourth Street
Louisville, Kentucky 40208

Mayor Jerry E. Abramson
County Judge/Executive David Armstrong
Members of the Board of Aldermen
Fiscal Court Commissioners

1200573

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City of Louisville

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JERRY E. ABRAMSON
MAYOR

WILLIAM C. STONE
DIRECTOR OF LAW



August 27, 1998

Mayor John A. O'Brien
City of Spring Valley
3306 Springcrest Drive
Louisville, Kentucky 40241

RE: Annexation proposal by the City of Spring Valley

Dear Mayor O'Brien:

Jefferson County and the City of Louisville have received some initial information from your City regarding its proposed annexation. The additional information which has been requested to be supplied by the County and the City must be supplied no later than September 4, 1998, or the City will not be able to amend its annexation ordinance by the September 30, 1998, deadline established by state law.

It is my understanding that Stuart Adams with the County Attorney's Office has agreed to the necessity of this time deadline. We look forward to receiving the additional information.

Sincerely,

Barbara E. Elliott
Assistant Director of Law

cc: Stuart Adams

Assistant County Attorney
310 W. Liberty Street Suite 204
Louisville, Kentucky 40202

Mayor Abramson
County Judge/Executive Armstrong
Members of the Board of Aldermen
Commissioners of Jefferson County Fiscal Court

Foster L. Haunz
Suite 2016
One Riverfront Plaza
Louisville, Kentucky 40202

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JERRY E. ABRAMSON
MAYOR

WILLIAM C. STONE
DIRECTOR OF LAW

City of Louisville

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Room 200, City Hall • Louisville, KY 40202-2771

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Louisville



August 27, 1998

Mayor Gene C. Holloway
City of Middletown
309 Wooded Falls Road
Louisville, Kentucky 40243

RE: Annexation proposal by the City of Middletown

Dear Mayor Holloway:

Jefferson County and the City of Louisville have received some initial information from your City regarding its proposed annexation. The additional information which has been requested to be supplied by the County and the City must be supplied no later than September 4, 1998, or the City will not be able to amend its annexation ordinance by the September 30, 1998, deadline established by state law.

It is my understanding that Stuart Adams with the County Attorney's Office has agreed to the necessity of this time deadline. We look forward to receiving the additional information.

Sincerely,

Barbara E. Elliott

Assistant Director of Law

cc: Stuart Adams

Assistant County Attorney
310 W. Liberty Street Suite 204
Louisville, Kentucky 40202

Mayor Abramson
County Judge/Executive Armstrong
Members of the Board of Aldermen
Commissioners of Jefferson County Fiscal Court

Foster L. Haunz
Suite 2016
One Riverfront Plaza
Louisville, Kentucky 40202

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Louisville



JERRY E. ABRAMSON
MAYOR

WILLIAM C. STONE
DIRECTOR OF LAW

August 27, 1998

HAND DELIVERED

Mayor B. Rod Corrigan
City of Indian Hills, Cherokee Section
208 Blankenbaker Lane
Louisville, Kentucky 40207

RE: Annexation proposal submitted by City of Indian Hills, Cherokee Section

Dear Mayor Corrigan:

Jefferson County and the City of Louisville have received all the information required from the City of Barbourmeade for its proposed annexation except for a cleaned up legal description based on the letter I faxed to Bill Hardy with Design Engineering from H. E. Rudy. We must receive this information no later than September 4, 1998, or the City will not be able to amend its annexation ordinance by the September 30, 1998, deadline established by state law.

It is my understanding that Stuart Adams with the County Attorney's Office has seen and agreed to the necessity of this time deadline. We look forward to receiving the additional information.

Sincerely,

Barbara E. Elliott
Assistant Director

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Page 2
Letter to City of Indian Hills, Cherokee Section
August 27, 1998

cc: Stuart Adams
Assistant County Attorney
310 W. Liberty Street Suite 204
Louisville, Kentucky 40202

Patrick S. McElhone, Sr.
William M. Mercer, Inc.
462 S. Fourth Avenue Suite 1500
Louisville, Kentucky 40202

Mayor Jerry E. Abramson
County Judge/Executive David Armstrong
Members of the Board of Aldermen
Fiscal Court Commissioners

1200574

The Filson Historical Society



City of Louisville

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Louisville



JERRY E. ABRAMSON
MAYOR

WILLIAM C. STONE
DIRECTOR OF LAW

August 27, 1998

HAND DELIVERED

Mayor Bill Bohnert
City of St. Regis Park
4607 Stormon Court
Louisville, Kentucky 40220

RE: Annexation proposal submitted by City of St. Regis Park

Dear Mayor Bohnert:

Jefferson County and the City of Louisville have received all the information required from the City of Barbourmeade for its proposed annexation except for a cleaned up legal description based on the letter I faxed to you from H. E. Rudy. We must receive this information no later than September 4, 1998, or the City will not be able to amend its annexation ordinance by the September 30, 1998, deadline established by state law.

It is my understanding that Stuart Adams with the County Attorney's Office has seen and agreed to the necessity of this time deadline. We look forward to receiving the additional information.

Sincerely,

Barbara E. Elliott
Assistant Director

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Page 2
Letter to City of St. Regis Park
August 27, 1998

cc: Stuart Adams
Assistant County Attorney
310 W. Liberty Street Suite 204
Louisville, Kentucky 40202

John Singler
Hodge & Kelley
108 Legal Arts Building
200 S. Seventh Street
Louisville, Kentucky 40202

Mayor Jerry E. Abramson
County Judge/Executive David Armstrong
Members of the Board of Aldermen
Fiscal Court Commissioners

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City of Louisville

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Louisville



JERRY E. ABRAMSON
MAYOR

WILLIAM C. STONE
DIRECTOR OF LAW

RECEIVED

AUG 27 1998

OFFICE OF THE
COUNTY JUDGE/EXECUTIVE

August 27, 1998

Mayor Lawrence C. Falk
City of Prospect
5803 Timber Ridge Drive
Louisville, Kentucky 40059

RE: Annexation proposal by the City of Prospect

Dear Mayor Falk:

Jefferson County and the City of Louisville have received some initial information from your City regarding its proposed annexation. The additional information which has been requested to be supplied by the County and the City must be supplied no later than September 4, 1998, or the City will not be able to amend its annexation ordinance by the September 30, 1998, deadline established by state law.

It is my understanding that Stuart Adams with the County Attorney's Office has agreed to the necessity of this time deadline. We look forward to receiving the additional information.

Sincerely,

Barbara E. Elliott
Assistant Director of Law

cc: Stuart Adams

Assistant County Attorney
310 W. Liberty Street Suite 204
Louisville, Kentucky 40202

Mayor Abramson
County Judge/Executive Armstrong
Members of the Board of Aldermen
Commissioners of Jefferson County Fiscal Court

- Ms. Mary Louise Padden
Evans and Willock
2450 Citizen Plaza
500 W. Jefferson Street
Louisville, Kentucky 40202

BE/be::1200580

The Filson Historical Society

KCB

MEMORANDUM

RECEIVED

Jefferson County

JUN 9 1998

Place in file

OFFICE OF THE
COUNTY JUDGE/EXECUTIVE
TO: David L. Armstrong
County Judge/Executive

FROM: C. Bruce Traughber *CBT*
Deputy County Judge/Executive

DATE: June 9, 1998

RE: Compact

I have met with all three Commissioners and believe they are committed to voting for the Interlocal Agreements, the Annexation Resolutions and the contract for business retention with Greater Louisville, Inc.

The documents are true to the agreements reached between the Mayor and you, and address the specific concerns of the Commissioners. Attached is a black-lined copy of the Interlocal Agreement as approved by Stewart Adams. The annexation proposals are attached, as well as the draft contract with Greater Louisville, Inc. We will docket these Wednesday for consideration on June 16. The County Attorney is drafting the appropriate resolutions.

The documents went to the Board of Aldermen Monday and became public documents then.

CBT:bm

The Filson Historical Society

LOUISVILLE AND JEFFERSON COUNTY COOPERATIVE COMPACT

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SECTION 1. OCCUPATIONAL LICENSE FEES.

(A) Occupational license fees collected by the City and the County shall be divided between the City and the County in accordance with the formula established in KRS 79.325 1986 Kentucky Acts Chapter 77 and as set forth in division (C) below.

(B) As used in Section 1 of this Cooperative Compact, the words are defined as follows unless the context otherwise requires:

(1) "BASE YEAR COLLECTIONS" means the amount of combined collections received by the City and the County in calendar year 1985.

(2) "COLLECTIONS" means the sums received (excluding penalties and interest) by the City and the County in a calendar year from its occupational license fee levy.

(3) "COMBINED INFLATION-ADJUSTED BASE" means the base year collections of the City and the County adjusted by the increase or decrease in the consumer price index by using 1985 as the base year. Each year the combined inflation-adjusted base shall be computed by multiplying the consumer price index in December of that year by base year collections and dividing the product by the December 1985 consumer price index.

(4) "CONSUMER PRICE INDEX" means the index for all urban consumers as published by the United States Department of Labor, Bureau of Labor Statistics.

(5) "OCCUPATIONAL LICENSE FEES" means the license fees levied upon wages and net profits by the City pursuant to KRS 91.200 and by the County pursuant to KRS 68.180, but shall not include occupational license fees imposed for educational purposes pursuant to KRS Chapter 160, for

mass transportation programs pursuant to KRS 96A.310 - 96A.370, or license fees or taxes on insurance premiums for the privilege of engaging in the business of insurance.

(C) During the Cooperative Compact, Effective in 1986, the Sinking Fund Louisville/Jefferson County Revenue Commission of the City shall calculate the distribution of the combined collections from the occupational license fees in accordance with the formula established by this division (C) instead of in accordance within which jurisdiction the situs of the person or business subject to the tax is located. This section shall not change the manner in which such license fees are levied or collected by the City and County and the fees therefor, but merely directs that the combined collections from such license fees be apportioned between the City and the County to reflect the sharing of responsibilities and obligations agreed to by the City and the County in this Cooperative Compact.

(1) If combined collections from occupational license fees in any calendar year are less than or equal to the base year collections, 58.735% of such combined collections shall be apportioned to the City and 41.265% of such combined collections shall be apportioned to the County.

(2) If combined collections are greater than the base year collections but less than the combined inflation-adjusted base, the amount equal to the base year collections shall be divided between the City and County in accordance with division (C)(1) above, and the remainder of combined collections shall be divided so that the City shall be apportioned 59.7% of such remainder and the County shall be apportioned 40.3% of such remainder.

(3) If combined collections in any calendar year exceed the combined inflation-adjusted base, the amount of combined collections equal to the combined inflation-adjusted base shall be divided between the City and the County in accordance with division (C)(2) above, 10% of the combined collections in excess of the combined inflation-adjusted base shall be apportioned in accordance with division (C)(4) below, and the remaining 90% shall be apportioned so that 57.2% of the remainder shall be apportioned to the City and 42.8% of the remainder shall be apportioned to the County.

(4) 10% of the combined collections in excess of the combined inflation-adjusted base shall be apportioned to the City or the County in accordance within which jurisdiction the growth in combined collections occurred. If the increase in combined collections is attributable to increased collections in both jurisdictions, the City and the County shall each be apportioned a percentage of the 10% equal to the percentage of the increase in combined collections that is attributable to the increase in collections in its jurisdiction.

(5) The Sinking Fund Louisville/Jefferson County Revenue Commission may establish administrative regulations to be used to apportion collections. Such administrative regulations must be approved by the Board of Aldermen and Fiscal Court prior to their implementation.

(6) Penalties and interest will be distributed to the City and County for the duration of this Cooperative Compact in the same manner as such receipts were distributed prior to the effective date of this Cooperative Compact.

(D) The City and County recognize the basis for this Cooperative Compact is the sharing of current and future occupational tax revenue for the purpose of providing County-wide services to the citizens of the City and County. The City and County further recognize that any unilateral, voluntary reduction of such occupational tax revenue violates the spirit of this Cooperative Compact. Therefore, if:

(1) Either the City or the County lowers its occupational tax rate or changes the occupational tax base without the concurrence of the other entity;

(2) The County contracts with a City of the second through sixth class to credit such a City's license fee against the County's license fee as provided for in KRS 68.190 without concurrence of the City on such a contract; or

(3) Either the City or the County contracts with an agency pursuant to KRS 99.761-1986 Kentucky Acts Chapter 13, which authorizes tax increment financing, for the release of occupational tax without the concurrence of the other entity; during the term of this Cooperative Compact, then the entity that reduces such occupational tax revenues shall compensate the other entity for such reduction. Concurrence required by this section shall be by formal action of the Mayor and Board of Aldermen on behalf of the City and Fiscal Court on behalf of the County.

SECTION 2. ANNEXATION.

The City Board of Aldermen and the County Fiscal Court, each having independently considered the complex issues involving annexations by cities of all classes in the County, and each body having examined the problems which exist as a result of the City's commitment not to annex during the term of this Cooperative Compact, do find, as matters of legislative fact, that:

(A) Government reorganization has been twice considered and rejected by the voters of the County. It is thus apparent that long and careful study of the entire question of how best to provide the services of local government in the County is necessary. This Cooperative Compact, which has been in effect since July 1, 1986, and which is to remain in effect for the next 12 10 years, will facilitate this consideration by stabilizing the boundaries of the City and the unincorporated area of the County during the time public officials of both the City and County are examining the best way to provide local government services as we approach the 21st century.

(B) During this the 12-year period the Compact is in effect, the County realizes that the City will continue to have under consideration as one alternative the continuation of the annexations now being proposed by the City. The City, however, agrees simultaneously to consider other alternatives to annexation and as a result the 12-year term of this Cooperative Compact is not intended to and shall not in any way adversely impact the City's annexation priorities. Therefore, the City and the County agree as follows:

(1) Once an ordinance stating the intention of the City to annex an area has been given its first reading or enacted by the Board of Aldermen, no part of such area may be incorporated or be annexed by another City, unless such incorporation or annexation is pending at the time the ordinance is given its first reading, until the annexation proposal by the City is defeated pursuant to divisions (E) and (F) below or until the ordinance is withdrawn or repealed or amended as to the area to be annexed pursuant to subsection (B)(6) of this section.

(2) This division (B) shall apply to any proposing ordinance which has had a first reading or has been enacted as of January 1, 1986.

(3) Notwithstanding anything to the contrary in this division (B)(3), any annexation by a City other than Louisville, or incorporation prior to January 1, 1986, shall not be nullified by the application of KRS 79.315, 81A.005 and 81A.010-1986 Kentucky Acts Chapter 77; provided, however, the City shall retain its legal annexation priorities which existed on January 1, 1986 to the territory so annexed or incorporated. In fact, the City and County, having fully reviewed and examined the City's proposing ordinances previously of record, and having determined that the City has priority with respect to the remaining unincorporated territory in the County to which it is contiguous, do hereby recognize that this priority shall remain in effect throughout the term of this Cooperative Compact without the need for the City to take any further steps to insure the maintaining of this priority.

(4) The boundaries of the City shall remain as established by law unless changed pursuant to the procedures set forth in this Cooperative Compact.

(5) Upon the termination of this Cooperative Compact, boundary changes shall be governed by the provisions of KRS 81A.010 et seq.

(6) The Board of Aldermen may elect to amend the description of the territory proposed to be annexed under an ordinance stating the intention of the City to annex an area as described in subsection (B)(1) of this section at any time after the effective date of 1998 Ky. Acts Chapter ?? and prior to September 30, 1998, for the purpose of excluding a specific area or areas from the ordinance in order to permit such areas to be annexed by an abutting City located in the County pursuant to KRS 81A.412. Amendment of the ordinance pursuant to this subsection shall not affect the priority granted such annexation proposal pursuant to subsection (B)(1) of this Section. The Board of Aldermen and Fiscal Court shall, by Resolution, approve requests of suburban cities to pursue specific annexations consistent with this Section prior to the effective date of the renewal of this Cooperative Compact.

(C) Further proliferation of municipalities will make it more difficult and costly to provide services in the County and City. Moreover, the proliferation of government units and the fragmentation of local political leadership retards the prosperity and growth of the City and County. Accordingly, the City and County do hereby agree to fully cooperate in blocking any incorporated City's attempt to annex unincorporated territory within the County and any unincorporated territory's attempt to incorporate as a municipality.

(D) Any annexation of unincorporated territory by the City during the term of this Cooperative Compact shall be pursuant to the procedures established by KRS 81A.005 and KRS 81A.010, as amended by 1998 Ky. Acts Chapter ?? ~~1986 Kentucky Acts Chapter 77~~ and as set forth in this Cooperative Compact.

(E) When the City desires to annex unincorporated territory, the Board of Aldermen of the City shall enact an ordinance stating the intention of the City to annex. If an ordinance proposing to annex unincorporated territory has been enacted prior to the effective date of this Cooperative Compact and the ordinance annexing the territory to the City has not been enacted, then in order for the City to annex the territory during the time this Cooperative Compact is in effect, the Board of Aldermen shall re-enact the ordinance only including the same territory as the original ordinance and stating the intention of the City to annex. Such ordinances shall accurately define the boundary of the unincorporated territory proposed to be annexed, and declare it desirable to annex the unincorporated territory.

(F) The Mayor of the City shall deliver a certified copy of the ordinance to the County Clerk of the County in which the territory proposed to be annexed is located, who shall have prepared to be placed before the voters in each precinct embraced in whole or in part within the territory proposed to be annexed the question, "Are you in favor of being annexed to the City of Louisville?" If only a part of any precinct is embraced within the territory proposed to be annexed, only persons who reside within the territory proposed to be annexed shall be permitted to vote. The County Clerk shall cause the sheriff or sheriffs to deliver to the election officers in each precinct in the appropriate counties copies of the ordinance proposing to annex:

(1) If more than 50% of those voting on the question approve of the annexation, the Board of Aldermen may proceed to annex the territory. Within 60 days of the certification of the election results in which more than 50% of those voting in the election approved the annexation, the Board of Aldermen may enact an ordinance annexing the territory. Upon enactment of the ordinance the territory shall become part of the City for all purposes; or

(2) If 50% or less of those voting on the question approve the annexation, the ordinance proposing annexation shall become ineffectual for any purpose subject to the provisions of KRS 81A.460.

SECTION 3. BOARDS, COMMISSIONS, AND AGENCIES.

This renewal of the Cooperative Compact represents the continuation ~~beginning~~ of an effort by the City and County and their citizens to provide professional, efficient, equitable representative and accountable services for all residents of the City and County. Joint boards, commissions, and agencies altered by this Cooperative Compact will be part of an organizational chart with clear lines of authority to either the City or the County. The result will be clear policy and fiscal accountability to local government as well as an opportunity for increased coordination of services among the joint boards, commissions, agencies, and local governmental departments. The participation and input by citizens through the advisory entities insures that the boards, commissions, and agencies are invested in, owned by, and are an integral part of the community.

(A) The specific boards, commissions, and agencies hereinafter contained in this Cooperative Compact shall be altered as each specific section details so that the control and responsibility for such board, commission, or agency will hereinafter lie with either the City or the County, or the City and County jointly. Unless amended by this Cooperative Compact, all ordinances or resolutions presently in effect which govern the powers, duties, and responsibilities of the boards, commissions, or agencies hereinafter contained shall remain in full force and effect.

(B) Pursuant to KRS 65.210 et seq., the City and County specifically provide by the provisions of this Cooperative Compact that the powers, privileges, and authorities exercised or capable of being exercised by either the City or the County through the boards, commissions, or agencies hereinafter amended are to be exercised by the board, commission, or agency, or jointly by the City and County, or by either the City or the County acting as agent for the other public body anywhere within the territorial limits of Jefferson County.

(C) In addition to complying with any specific qualification requirements established by statute, ordinance, or resolution, the Mayor and County Judge/Executive, to the extent practicable, when making appointments to joint entities hereinafter contained, shall take into account the demographic characteristics of the City and the County, including, but not limited to, race, sex, geographical location, expertise, and diversity appropriate and relevant to the purpose of the specific entity.

SECTION 4. PROVISIONS AFFECTING TRANSITION.

(A) All employees transferred by this Cooperative Compact from employment by the City, the County, or a board, commission, or agency to employment with a different entity shall carry over all accumulated benefits into the new employment. This includes, and is limited to, the carry-over of accumulated sick leave, vacation, compensatory time, seniority, or any other accumulated benefit regardless of whether the employment to which the employee is transferred allows such accumulation. The use of such accumulated benefit shall be in accordance with the regulations of the entity to which the employee is transferred. After such transfer employees shall be entitled to receive only those benefits provided by the employing entity to its employees.

(B) Notwithstanding the provisions hereinafter exempting the employees of certain transitioned entities from the City's residency ordinance (specifically the sections concerning Human Relations, Zoo, Disaster and Emergency Services, Library, and Parks, and ~~Economic Development Office~~), an individual employee who, because of a change in status, is no longer an officer, employee, or on the staff devoted solely to the support of that exempted entity shall be subject to the City's residency ordinance. If the employee is not a City resident, the employee shall be required to move into the City at the time the employee changes residence.

(C) Any cause of action which arose during the operation of a board, commission, agency, or department as a joint City and County entity changed by this Cooperative Compact to either a City or County board, commission, agency, or department which results in an adverse judgment shall be deemed the joint and several liability of both the City and the County regardless of which government is transferred the fiscal responsibility of the former joint entity by this Cooperative Compact. Representation of all legal actions pending at the effective date of this Cooperative Compact will continue to be the responsibility of the governing entity presently providing representation.

(D) Assets being used by a board, commission, or agency affected by this Cooperative Compact, regardless of ownership, shall continue to be used for the benefit of the board, commission, or agency unless this Cooperative Compact specifically provides otherwise. During the term of this Cooperative Compact, if any assets are no longer needed by a board, commission, or agency, then such assets shall be returned to the parties according to the contribution of the parties toward the asset. Transfer of ownership of such assets when necessary for such purposes as insurance coverage, repair, or replacement, and the like shall be negotiated by the City and County on a case-by-case basis. Such assets include, but are not limited to, self-insurance trust funds, reserve accounts, lapsed funds, personal property, and real property.

(E) The City and County by the actions taken under this Cooperative Compact do not abrogate any governmental immunities which are established by operation of law.

SECTION 5. GUIDELINES FOR EXECUTIVE DIRECTORS.

(A) All directors of departments, boards, commissions, or agencies in this Cooperative Compact which are to be appointed either jointly or separately by the Mayor, and the County Judge/Executive with the approval of Fiscal Court, shall be selected on the basis of professional personnel policies in the areas of recruitment, screening, and the setting of minimum qualifications which are currently in use by the City and County.

(B) Realistic minimum requirements that are predictive of success in the performance of the job shall be established and followed. Qualifications commonly required of employees or directors in all places of employment shall be understood to be implied. The qualifications include, but are not limited to, professional experience and accepted professional standards in the field or a related field.

(C) The Mayor and the County Judge/Executive, when appointing an Executive Director either jointly or separately, shall seek the advice of or consult with the board, commission, agency, or authority affected thereby.

SECTION 6. AIR POLLUTION CONTROL DISTRICT.

(A) Pursuant to KRS 77.065, ~~as amended by 1986 Kentucky Acts Chapter 77,~~ the County shall provide all staff support, including a Secretary-Treasurer and an Air Pollution Control Officer, to the Air Pollution Control Board through County officers, assistants, clerks, deputies, and employees. The staff of the Air Pollution Control Board, including the Secretary-Treasurer and the Air Pollution Control Officer, shall be deemed County employees and shall be subject to the control of Fiscal Court. ~~Effective August 1, 1986, the~~ The employees of the Air Pollution Control District shall remain in be transferred to the service of the County government as provided in the original Cooperative Compact, provided that all such employees who are in the classified service at such time shall be continued in a classified service administered by County government.

(B) Pursuant to KRS 77.070, ~~as amended by 1986 Kentucky Acts Chapter 77,~~ the Air Pollution Control Board shall consist of seven members, four of whom shall be appointed by the County Judge/Executive with the approval of Fiscal Court and three of whom shall be appointed by the Mayor,

with the approval of the Board of Aldermen. ~~Subject to the initial adjustment of the terms of sitting members provided for in 1986 Kentucky Acts Chapter 77, the~~ The terms of such members shall be three years, and until their successors are appointed and qualified. ~~Upon the effective date of 1986 Kentucky Acts Chapter 77, the terms of the members serving on the Air Pollution Control Board shall be adjusted by separate action of the Mayor and the County Judge/Executive with the approval of Fiscal Court.~~

(C) Pursuant to the provisions of KRS 77.125, the County shall continue to assume full funding responsibility, administrative responsibility, and fiscal control for the Air Pollution Control District during the term of this Cooperative Compact. All functions, obligations, powers, and duties now vested in the Air Pollution Control District shall continue to be vested in the district.

(D) Pursuant to KRS 77.070(4), no more than two of the appointments of either the Mayor or the County Judge/Executive ~~to terms beginning after July 15, 1986,~~ shall be of the same political party affiliation.

(E) This section supersedes and replaces City Codified General Ordinance Section 33.010 concerning the Air Pollution Control Board.

SECTION 7. BOARD OF HEALTH.

(A) Pursuant to KRS 212.350, ~~as amended by 1986 Kentucky Acts Chapter 77,~~ the County shall continue to provide all staff support, including a Director of Health, to the Board of Health through County officers, assistants, clerks, deputies, and employees. All officers, employees, and staff of the Board of Health and the Department of Health shall continue to be deemed County employees and shall be subject to the control of Fiscal Court. ~~Effective August 1, 1986, As under the original Cooperative Compact,~~ the officers, employees, and staff of the Board of Health and the Department of Health shall continue to be in transferred to the service of County government, provided that all such employees who at such time are in the classified service shall be continued in a classified service administered by County government. All functions, obligations, powers, and duties now vested in the Board of Health shall continue to be vested in the Board unless changed by ordinance of Fiscal Court.

(B) Pursuant to KRS 212.380, ~~as amended by 1986 Kentucky Acts Chapter 77,~~ the Board of Health shall be composed of ten members, two of whom shall be the Mayor and the County Judge/Executive as members ex officio, four of whom shall be appointed by the Mayor, and four of whom shall be appointed by the County Judge/Executive with the approval of Fiscal Court. ~~Subject to the initial adjustment of the terms of sitting members provided for in 1986 Kentucky Acts Chapter 77, t~~ The terms of the members on the Board shall be for three years and until their successors are appointed and qualified. ~~Upon the effective date of 1986 Kentucky Acts Chapter 77, t~~ The terms of the members serving on the Board of Health were shall be adjusted by separate action of the Mayor and the County Judge/Executive with the approval of Fiscal Court.

(C) Pursuant to the provisions of KRS 212.470, the County shall continue to assume full funding responsibility, administrative responsibility, and fiscal control for the Board of Health, with the exception of the Family Health Center of Portland, and the Family Health Center of Shelby, ~~and the Rodent Control Programs~~ during the term of this Cooperative Compact.

(D) All provisions of KRS Chapter 212, which directs the operation of a Board of Health, shall continue to govern the operation of the Board of Health unless a change is specifically enumerated within this Cooperative Compact.

(E) ~~On or before August 1, 1986, the City shall contract with the County for the Rodent Control Program previously provided by the Board of Health with funds appropriated by the City solely for this purpose. At any time the City ceases to fund this program the County may terminate this service.~~

~~(F)~~ (1) The Family Health Centers ~~were~~ shall be incorporated into a Chapter 58 Corporation on behalf of the Board of Health. The employees of the Centers ~~were~~ will be transferred to the services of the Corporation provided that all such employees who at the time of the transfer are in the classified services ~~have been~~ shall be continued in a classified service within the jurisdiction of the Louisville Civil Service Board under KRS 90.210. At such time as may be possible the employees shall be transferred to a County-wide ambulatory care service. All assets of the centers shall remain assets of the Board of Health or the Board of Governors as the case may be.

(2) The ~~new~~ corporation shall honor all current Agreements between the Board of Health and the Board of Governors as to the operation of the centers unless it conflicts with the provisions in this section. This provision includes the several existing co-applicant submissions to federal and private funding agencies.

~~(EG)~~ The Self-Insurance Trust Fund of the Board of Health shall be maintained status quo by the Board of Health and the Trust Fund shall indemnify those employees of City and County government performing the duties previously undertaken by Board of Health employees as well as claims against the Family Health Centers and its employees which would have been covered prior to its incorporation.

(H) This section supersedes and replaces City Codified General Ordinance Section 33.050 concerning the Board of Health.

SECTION 8. HUMAN RELATIONS COMMISSION.

(A) There is hereby continued by joint action of the City and the County the Louisville-Jefferson County Human Relations Commission. This Cooperative Compact has the force of law as supported and defined in KRS 65.240 (1964), the Kentucky Civil Rights Act KRS Ch. 344, and the Federal Civil Rights Act of 1964 (78 Stat. 241), and other applicable City and County ordinances and resolutions, and they provide for execution within the City and County of the policies embodied in these laws in order to safeguard all individuals within the City and County from discrimination because of race, color, religion, national origin, handicap, sex, ancestry, age, or place of birth.

(B) The Commission shall be composed of 21 members who shall be appointed as follows: 12 shall be appointed by the City Mayor with the approval of the Board of Aldermen and such members shall reside in the City, and no more than one member shall reside within each Ward of the City; nine shall be appointed by the County Judge/Executive with the approval of Fiscal Court and such members shall reside in the County.

(1) The members so appointed shall include persons who are representative of the several social, economic, cultural, ethnic, and racial groups which comprise the population of the City and County. No elected or appointed official may be a member of the Commission.

(2) The terms of the members of the Commission shall be for three years and until their successors are appointed and qualified. Upon the effective date of this Cooperative Compact, the terms of the members serving on the Human Relations Commission shall be as presently designated.

(3) Members shall serve without compensation, but subject to the approval of the Commission and within the limits imposed by the budget, they shall be allowed the necessary expenses attendant upon their duties.

(4) When a vacancy occurs on the Commission other than as a result of the expiration of the term of appointment, the appointing authority shall have the right to fill that vacancy for the unexpired term. Commission members who are the City's delegates shall be appointed by the Mayor; Commission members who are the County's delegates shall be appointed by the County Judge/Executive

with the approval of Fiscal Court. Members are subject to removal by the appointing authority at the discretion of the appointing authority. Members shall be eligible for reappointment for additional terms.

(5) The Mayor and the County Judge/Executive shall jointly appoint one of the members of the Commission as Chairperson, who shall serve as Chairperson at their pleasure.

(6) The Commission shall elect a Vice Chairperson to preside at meetings and expedite the work of the Commission as needed in the absence of the Chairperson. The Commission may establish an Executive Committee and elect thereto three other members in addition to the above-named officers with powers to act between monthly meetings of the Commission unless the business at hand is of such nature as to require a majority vote of the Commission. The Chairperson of the Commission shall appoint such committees as the rules of the Commission shall provide and such other special committees from time to time as the Commission may deem necessary in order to carry out the purpose of this section.

(7) The Commission shall meet as often as it deems necessary, but shall not meet less than once each month.

(8) A quorum shall consist of 11 the majority of the members, a majority of the membership of appointed to and serving on the Commission and shall not include any vacant positions.

(C) (1) The Commission shall endeavor to promote and secure mutual understanding and respect among all economic, social, religious, ethnic, and social groups in the metropolitan area of the City and County, and shall act as conciliator in controversies involving intergroup and interracial relations. The Commission shall cooperate with federal, state, and other City and County agencies in efforts to develop harmonious intergroup and interracial relations, and shall endeavor to enlist the support of civic, religious, labor, industrial, and commercial groups, and civic leaders dedicated to the improvement of human relations and elimination of discriminatory practices.

(2) The Commission may recommend to the Mayor and the Board of Aldermen and to the County Judge/Executive and the Fiscal Court such legislation as may be necessary to accomplish the purpose of this Agreement.

(3) The Commission shall submit an annual report as of July 1 of each year to the Mayor and the Board of Aldermen.

(4) The Commission shall receive complaints, conduct investigations, hold hearings, make studies, and have such studies made as will enable the Commission to carry out the purposes of this Agreement and the Kentucky Civil Rights Act.

(D) The Commission is authorized to:

(1) Receive, initiate, investigate, hear, and determine charges of violations of ordinances, orders, or resolutions forbidding discrimination adopted by the City or County;

(2) Compel the attendance of witnesses and the production of evidence before it by subpoena issued by the circuit court of the County;

(3) Issue remedial orders, after notice and hearing, requiring cessation of violations;

(4) Issue such affirmative orders as in the judgment of the Commission will carry out the purposes of this Agreement. Affirmative action measures which may be ordered include but are not limited to:

(a) Hiring, reinstatement, or upgrading of employees with or without back pay. Interim earnings or amounts earnable with reasonable diligence by the person or persons discriminated against shall operate to reduce the back pay otherwise allowable;

(b) Admission or restoration of individuals to union membership, admission to or participation in a guidance program, apprenticeship training program, on-the-job training program, or other occupational training or retraining program, and the utilization of objective criteria in the admission of individuals to such programs;

(c) Admission of individuals to a place of public accommodation, resort, or amusement;

(d) The extension to all individuals of the full and equal enjoyment of the advantages, facilities, privileges, and service of the respondent;

(e) Reporting as to the manner of compliance;

(f) Posting notices in conspicuous places in the respondent's place of business in form prescribed by the Commission; and

(g) The Commission may publish or cause to be published the names of persons who have been determined to have engaged in an unlawful practice.

(5) Accept grants, gifts, or bequests, public or private, to help finance its activities;

(6) The meetings of the Commission shall be open or closed to the public as it may deem best in its discretion and subject to the State Open Meetings Statute.

(E) (1) The City shall continue to assume full funding responsibility, administrative responsibility, and fiscal control of the Human Relations Commission during the term of this Cooperative Compact.

(2) The City shall continue to provide all staff support, including an Executive Director, to the Commission through City officers, assistants, clerks, deputies, and employees. All officers, employees, and staff of the Commission shall be deemed City employees and shall be subject to the control of the Mayor. ~~Upon the effective date of this Cooperative Compact, the officers, employees, and staff of the Commission shall be in transferred to the service of City government.~~ All functions, obligations, powers, and duties now vested in the Commission shall continue to be vested in the Commission unless changed by ordinance of the Board of Aldermen or Fiscal Court; provided, however, the officers, employees, and staff of the City devoted solely to the support of the Commission shall not be subject to the City's residency ordinance but shall be guided by the County's residency ~~resolution ordinance, Ordinance No. 24, 1997. Resolution No. 19, Series 1986.~~ This exemption applies to all current and future staff of the Commission and is in recognition of the Countywide responsibility assigned to the Commission under this Cooperative Compact.

(3) The Mayor may appoint an Executive Director. The Executive Director shall be a person with training and experience in intergroup and interracial relations. The Executive Director shall coordinate the activities of the Commission and its staff.

(4) The Executive Director shall prepare annually a budget for the ensuing fiscal year and shall submit such budget to the Mayor and to the Board of Aldermen for their approval. Such budget shall be prepared and submitted in the same manner prescribed for other City departments.

(F) (1) All property owned by the Commission, the City, or the County at the commencement of this Agreement shall remain the property of the Commission, the City, or the County as the case may be, although it is the intention of the parties to this Agreement that this property shall be under the control of the City to be used for the Commission's operation.

(2) Any assets acquired subsequent to the execution of this Agreement for the use of the Commission, not otherwise disposed of under division (F)(1) above, shall be divided between the parties, or the proceeds of any sales thereof, in the same proportion as any appropriations made by the City and the County to the Commission for operating expenses since the execution of this Agreement.

(G) If any provisions of this Agreement or application of provisions shall be held invalid, the remainder of the Agreement or the application of such provision to persons or circumstances other than those as to which it shall have been held to be invalid, shall not be affected thereby.

(H) This section supersedes and replaces the interlocal Agreement entered into by the City and County to create a Human Relations Commission on December 22, 1966, and recorded in Miscellaneous Records Book 103, Page Number 377 of the County Clerk and any other Agreement or enactment of the City and County that created a Human Relations Commission. (County Resolution enacted December 6, 1966; City Codified General Ordinance Sections 33.050 - 33.070).

SECTION 9. PLANNING COMMISSION AND BOARDS OF ZONING.

(A) There is hereby continued by joint action of the City and the County the Louisville and Jefferson County Planning Commission.

(B) (1) The Planning Commission shall be composed of ten members and shall include three members who are residents of the County outside the City, appointed by the County Judge/Executive subject to the approval of the Fiscal Court; three members who are residents of the City, appointed by the Mayor, subject to the approval of the Board of Aldermen; and the Mayor, the County Judge/Executive, the City Director of Works, and the County Road Engineer.

(2) The term of office of all elected public officials shall be the same as their official tenure in office. Other public officials shall serve until their successors are appointed and qualified.

(3) Pursuant to KRS 100.157, ~~as amended by 1986 Kentucky Acts Chapter 77, and subject to the initial adjustment of the terms of sitting members provided for in 1986 Kentucky Acts Chapter 77, t~~ The terms of the appointed members of the Commission shall be for three years and until their successors are appointed and qualified. ~~Upon the effective date of 1986 Kentucky Acts Chapter 77, the terms of the members currently serving on the Planning Commission shall be as presently designated.~~

(4) All members shall be reimbursed for any necessary authorized expenses, and citizen members shall receive additional compensation of \$50 for each Commission meeting attended, but no such member shall be paid more than \$1,500 during any fiscal year of the Commission nor for more than 30 meetings attended during any fiscal year.

(5) Five members of the Commission shall constitute a quorum for the transaction of business.

(C) The County shall continue to assume full funding responsibility, administrative responsibility, and fiscal control of the Planning Commission during the term of this Cooperative Compact. The County shall be responsible only for the funding of the regulatory zoning functions; advanced planning, special plans, and studies commissioned separately by either the City or the County must be paid by the commissioning entity.

(D) The County shall continue to provide all staff support, including a Director, to the Planning Commission through County officers, assistants, clerks, deputies, and employees. All officers, employees, and staff of the Planning Commission shall be deemed County employees and shall be subject to the control of Fiscal Court. ~~Effective August 1, 1986, t~~ The officers, employees, and staff of the Planning Commission shall be in transferred to the service of County government; provided that all such employees who at such time are in the classified service shall be continued in a classified service administered by County government. All functions, obligations, powers, and duties now vested in the Planning Commission shall continue to be vested in the Commission unless as allowed by law they are changed by ordinance of the Fiscal Court and Board of Aldermen.

(E) Effective July 31, 1986, the Louisville and Jefferson County Board of Zoning Adjustment ~~was is hereby dissolved~~. The City and the County shall have established such board or boards to replace the dissolved Board of Zoning Adjustment in accordance with KRS Ch. 100. All powers, rights, and obligations relating to the existing Louisville and Jefferson County Board of Zoning adjustment or relating to any matter under its jurisdiction shall remain unchanged and ~~upon the extinguishment of that Board~~ shall relate to the new Board of Adjustment having geographical jurisdiction. The County shall continue to provide staff support to the Board of Zoning Adjustment created in this section through the staff of the Planning Commission.

(F) All existing planning, zoning, and subdivision regulations are hereby readopted, affirmed, and ratified to the extent necessary to keep them in full force and effect. The Planning Commission is hereby authorized and empowered to continue to operate under those existing regulations until superseded by new regulations.

(G) All other details which are necessary for the establishment and administration of the Commission, for the preparation of plans, and for the aids to help implement the plans, shall be as provided by law.

(H) This section supersedes and replaces any other Agreement or enactment of the City and the County that created a Louisville and Jefferson County Planning Commission or a Louisville and Jefferson County Board of Zoning Adjustment. (County Resolution enacted November 28, 1966 relating to Docket No. 12166; City Codified General Ordinance Sections 33.110 - 33.115)

SECTION 10. ZOO.

(A) The Louisville and Jefferson County Zoological Commission ~~was is hereby dissolved~~ as a corporate entity and all assets and liabilities of the Commission ~~were are~~ transferred to the City. ~~Upon the effective date of this Cooperative Compact, the sitting members of the Zoological Commission shall serve as an interim Louisville Zoo Advisory Commission until January 1, 1987. A permanent Advisory Commission may be created by separate action of the Board of Aldermen.~~

(B) The City shall continue to be responsible for maintaining and conducting the operation of the Louisville Zoological Gardens, 1100 Trevillian Way, Louisville, Kentucky. The City shall continue to assume full funding responsibility, administrative responsibility, and fiscal control for the Louisville Zoological Gardens during the term of this Cooperative Compact.

(C) The City shall continue to provide all staff support, including a Director, to the Louisville Zoological Gardens and all staff shall be deemed City employees and shall be subject to the control of the Mayor; provided, however, employees of the City devoted solely to the support of the zoo shall not be subject to the City's residency ordinance but shall be guided by the County's residency ~~resolution ordinance, Ordinance No. 24, Series 1997. Resolution No. 49, Series 1986~~. This exemption applies to all current and future staff of the zoo and is in recognition of the County-wide responsibility assigned to the zoo under this cooperative Agreement.

(D) (1) There is established a Zoo Animal Fund to provide money for the purpose of the acquisition and disposition of animals and specific animal programs. The fund shall be comprised of money generated by the sale of animals, animal programs, and donations for the purchase of animals or specific animal programs.

(2) All moneys paid into the fund shall accumulate in the fund until expended at such times and in such amounts as the Director, consistent with this authority and the purpose of the fund herein expressed, may from time to time direct. All moneys in the fund may be invested pursuant to the requirements of KRS 91A.010.

(3) All procurements and distributions under this fund shall be done in accordance with the City's Procurement and Distribution Code as it regulates sole source purchases.

(E) This section supersedes and replaces any other Agreement or enactment of the City and the County that created a Louisville and Jefferson County Zoological Commission.

SECTION 11. CRIME COMMISSION.

(A) There is hereby continued by joint action of the City and County the Louisville-Jefferson County Crime Commission.

(B) (1) The Crime Commission shall be composed of 34 members. The membership of the Commission shall include the following who shall serve by virtue of office:

Mayor of Louisville or designee.

Jefferson County Judge/Executive or designee.

Chief Louisville Division of Police or designee.

Chief Jefferson County Police Department or designee.

Secretary, Jefferson County Metropolitan Correctional Services Department or designee.

Secretary, Department for Human Services or designee.

Chief Judge, Jefferson Circuit Court.

Chief Judge, Jefferson District Court.

Jefferson County Commonwealth's Attorney or designee.

Jefferson County Attorney or designee.

Director, Office of Probation and Parole for 30th Judicial District.

Director, Office of Pre-Trial Services for Jefferson County.

Director, Office of Public Defender.

Chair of Jefferson County Juvenile Justice Commission.

Member of Jefferson Fiscal Court.

Chair of Public Health and Safety Committee of the Board of Aldermen.

Chairperson, Jefferson County Legislative Delegation.

Director, Mental Health Association.

Jefferson Circuit Court Clerk.

Jefferson County Sheriff.

Jefferson Circuit and District Court Administrator.

Alcohol, Tobacco and Firearms, U.S. Department of Treasury, Resident Agent in Charge/Designee.

Drug Enforcement Administration, U.S. Department of Justice, Resident Agent in Charge/Designee.

Federal Bureau of Investigation, U.S. Department of Justice, Special Agent in Charge/Designee.

United States Attorney for the Western District of Kentucky/Designee.

(2) In addition, the Mayor, with the approval of the Board of Aldermen, and the County Judge/Executive with the approval of the Fiscal Court shall each appoint four members to the Commission. The County Judge/Executive with the approval of Fiscal Court shall also appoint a member to serve as the Chairman of the Commission; such member shall be a resident of the County.

(3) All appointees of the County Judge/Executive shall be residents of the County. The appointees of the Mayor shall be residents of the City. The appointees shall represent a geographical cross-section of the City and County.

(4) All appointed members of the Commission currently serving shall continue to serve until the expiration of their current term ~~their original term of office expires~~. The term of each subsequent appointment shall be two years. The terms of officials serving by virtue of their office shall expire when they are no longer serving in that official capacity.

(5) Should a vacancy arise, the authority which appointed the member whose office is vacant shall appoint a new member to serve the unexpired term and that new member shall be appointed in the same fashion and shall possess the same qualifications required under this section as the member whose office is vacant.

(C) The duration of this Agreement shall be for the term of this Cooperative Compact. In the event of termination, the unused funds appropriated to the Commission by the City and County shall be returned to the City and County according to the percentage in which those sums had been appropriated by the City and County to the Commission and any assets acquired with the City and County funds subsequent to the execution of this Cooperative Compact for the use of the Commission, shall be divided between the parties, or the proceeds of any sales thereof, in the same proportion as the appropriations made by the City and County to the Commission for such expenses since the effective date of this Cooperative Compact. Federal grant funds or state grant funds acquired for the use of the Commission shall be disposed of as required by state and federal law in the event of termination of this Agreement.

(D) The Commission is authorized through this Agreement to exercise necessary action in order to fulfill the covenants and precepts of this Agreement. In addition the Commission may perform such duties and responsibilities as may be prescribed by Fiscal Court.

(E) The Commission shall organize itself and adopt regulations and rules of procedure not inconsistent with this Agreement or other laws, ordinances, or resolutions of the County or the state. The Commission shall cause its proceedings to be recorded and preserved, and shall, from time to time, but not less than once each calendar year, render a report of its activities to the County, the City, and the public.

(F) The Commission shall have the power to solicit, accept, receive, and administer funds from the United States Government, and state government or its agencies, or any private or public source whatsoever, to carry out its programs, duties, and purposes under this Agreement.

(G) A quorum for the transaction of business of the Commission shall consist of a majority of the official members. Formal action by the Commission shall be by affirmative vote of a simple majority at a meeting at which a quorum is present, and for which reasonable notice was given pursuant to rules of procedure adopted by the Commission.

(H) The general purpose and function of the commission shall include, but not be limited to, the following specific purposes and functions:

(1) To collect and analyze data on the incidence and nature of crime in this community and assess the impact of criminal activities upon the citizens and resources of the City and County.

(2) To evaluate the capacity of criminal justice agencies and, through a careful study of existing laws, practices, and institutions, to recognize their areas of strength and weakness, and to formulate proposals to maintain the former and correct the latter.

(3) To make and publish, from time to time, meaningful, documented, factual recommendations as will be of assistance to all levels and branches of government in meeting its responsibilities in the area of criminal justice and crime prevention.

(4) To responsibly stimulate community interest in the problems of criminal justice and crime prevention.

(5) To develop and recommend to the proper criminal justice authorities programs to reduce crime, and, when possible, to secure and administer state or federal funds for specific projects.

(6) To recognize the authority and responsibility of criminal justice agencies as the proper areas of administration.

(I) The Commission shall meet as often as it deems necessary, but it shall not meet less than six times each year. All meetings shall be open to the public.

(J) The County shall continue to assume full funding responsibility, administrative responsibility, and fiscal control for the Commission during the term of this Cooperative Compact. The County shall provide all staff support, including a Director, to the Commission through County officers, assistants, clerks, deputies, and employees. All officers, employees, and staff of the Commission shall be deemed County employees and shall be subject to the control of Fiscal Court. ~~Upon the effective date of this cooperative compact, the~~ The officers, employees, and staff of the Commission shall remain in be transferred to the service of County government.

(K) This section supersedes and replaces the Interlocal Agreement entered into by the City and County to create a commission in January 1985 and recorded in Miscellaneous Records Book 120, Page Number 626 of the County Clerk of Jefferson County and any other Agreement or enactment of the

City and County that created a Crime Commission. (County Resolution No. 90, Series 1984; City Codified General Ordinance Sections 33.175 - 33.184).

SECTION 12. MUSEUM.

The Operating Agreement entered into in March 1984 by the City, County, and the Museum of History and Science Foundation has been amended by separate action of the Board of Aldermen and Fiscal Court to reflect the undertaking of the City of all duties and obligations of the County during the term of this Cooperative Compact.

SECTION 13. DISASTER AND EMERGENCY SERVICES.

(A) There is hereby continued by the City and the County of Jefferson the "Louisville and Jefferson County Department of Disaster and Emergency Services", hereinafter called the Department. The Department is to provide for the mobilization, organization, and coordination of the civilian populace and necessary support agencies, both private and public, to prevent or minimize the effects of fire, flood, tornado, other natural or man-caused disasters, enemy attack, sabotage, explosion, power failure, energy shortages, transportation emergencies or other causes, and the threatened or impending happening of the above, and to insure that preparations and response for this community will be adequate to deal with disaster or emergencies or threat of same and to preserve the life and property of the people of this community and to protect the public peace, health, and safety, and to implement and to comply with the provisions of KRS Ch. 39 relating to disaster and emergency services.

(B) The purposes and functions of the Department, as described in division (A) above, shall encompass the following specific purposes and functions:

(1) Organize, administer, and operate a disaster and emergency services agency, subject to the direction and Control of the Mayor within the territorial limits of the County and City and outside of such territorial limits as may be required pursuant to the provisions of KRS Ch. 39.

(2) Establish a disaster and emergency response plan and program that will meet the criteria of the Kentucky State Disaster and Emergency Response Plan.

(3) Establish a Public Safety Answering Point (911) to provide a single telephone number through which citizens of the City and the County may obtain emergency service.

(C) The Department shall be governed and directed in operational matters by a Policy Committee consisting of the Mayor and the County Judge/Executive or their designated representatives.

(D) The Public Safety Answering Point (911) shall be governed by a separate 911 Policy Committee consisting of the Chief, Louisville Division of Police; the Chief, Jefferson County Police Department; the Chief, Louisville Division of Fire; the President, Jefferson County Alliance of Fire Chiefs; the Director, Louisville Emergency Medical Service; the Commander, Jefferson County Emergency Medical Service; a County representative as designated by the County Judge/Executive; and the Louisville and Jefferson County Disaster and Emergency Services Director. The members of the 911 Policy Committee shall select their own chairperson from among the membership of the Committee.

(E) (1) The Department shall be managed and administered by a Disaster and Emergency Service Director who shall be appointed by and serve at the pleasure of the Mayor.

(2) The Director, subject to the approval of the Policy Committee, shall:

(a) Represent the City and County on all matters pertaining to Disaster and Emergency Services.

(b) Coordinate the activities of all City and County officials, departments, agencies, and commissions in the preparation and implementation of emergency preparedness programs.

(c) Develop a City-County Disaster and Emergency Response Plan, which plan shall provide for effective mobilization of all resources of the City and County, both public and private.

(d) During periods of emergency, coordinate the functions of all City and County disaster and emergency services.

(e) During periods of emergency, obtain vital supplier and equipment needed for the protection of life and property.

(f) Conduct an annual survey of the total disaster and emergency response capability of the City and County and submit the results of such survey to the Policy Committee.

(g) Report, on a regular basis, the disaster and emergency service status of the City and County to the Policy Committee.

(h) Assist each department, agency, board, or commission holding disaster and emergency responsibilities to fully understand their respective responsibilities and capabilities in time of emergency.

(i) Assist each department, agency, or commission involved in an emergency in the preparation of an after-action study and report as a method of detecting deficiencies and recommending improvements for future emergencies.

(j) Review annually this section and recommend changes to the Policy Committee to reflect changes in federal and state laws governing disaster and emergency services.

(k) Through public information and education programs, inform the citizens of the City and County of programs for the protection of their persons and property from effects of any future emergencies.

(F) The equipment, supplies, merchandise, contract rights, and property formerly allocated to the Louisville and Jefferson County Department of Disaster and Emergency Services is hereby allocated to the City for the use of the Department.

(G) The employees, equipment, and facilities of all City and County departments, agencies, boards, and commissions, will participate in disaster and emergency services.

(H) The City shall continue to provide all staff support, including a Director, to the Department through City officers, assistants, clerks, deputies, and employees and all such personnel shall be deemed City employees. The Department shall be continued in the City civil-services system. ~~Upon the effective date of this Cooperative Compact, t~~ The officers, employees, and staff of the Department who are in the civil service system shall continue to be in the civil service system administered by City government, and further provided that employees of the City devoted solely to the Department shall not be subject to the City's residency ordinance but shall be guided by the County's residency ~~resolution~~ ordinance, Ordinance No. 24, 1997, Resolution No. 19, Series 1986. This exemption applies to all current and future staff of the Department and is in recognition of the County-wide responsibility assigned to the Department and its staff under this Cooperative Agreement.

(I) (1) The City shall continue to assume full funding responsibility, administrative responsibility, and fiscal control for the Department during the term of this Cooperative Compact.

However, the new E911 surcharge on telephone bills will be used to finance the E911 system and this will not be within the funding responsibility of the City.

(2) The purchase of equipment, supplies, or installations for the Department, including the area outside of the corporate limits of the City, shall be upon order of the Mayor and shall be paid for exclusively out of City funds.

(3) The cost of the operations of the Department, including but not limited to costs of central staff personnel, equipment, supplies, and overhead expenses not otherwise funded by federal or state grants, shall be paid for by the City.

(J) All federal and state matching funds allocated to the City and County for expenditures for those disaster and emergency services shall stand appropriated to the Department upon receipt of same, and any balance in any civil defense matching fund accounts at the closing of a fiscal year shall stand reappropriated to the Department for the following fiscal year.

(K) The City shall act as fiscal agent for the Department and the Department shall abide by all established rules and procedures of the City as to the receipt, expenditures, and accounting for all funds and property of the Department, subject, however, to any and all requirements of the United States Government and the state that may be applicable thereto.

(L) The Department shall have the power to enter into contracts in the name of the Department as agent for the City and for the County subject to the approvals normally required by the City for contract procedures.

(M) The Department is authorized and directed to use the services of the Louisville and Jefferson County Purchasing Department, the facilities of the General Services Administration of the United States Government, or other means authorized by law in securing the necessary supplies and equipment to accomplish the purposes for which that Department is formed.

(N) All property, real or personal, tangible or intangible, shall be acquired, held, and disposed of by the Department as agent for the City and County.

(O) The City and County shall have an undivided interest as joint tenants without right of survivorship in all property of any kind whatsoever acquired by the Department as joint property of the City and County. Any such property acquired solely for use within the County or the City shall belong to the City or the County as their interests appear. The portion of the undivided interest of the City and County in such jointly owned property shall be in the same ratio as their respective cumulative appropriations bear to the total appropriations of both to the Department. At the termination of this Agreement or upon a disposition of any property of the Department, the City and County shall divide the Department's property or the proceeds of any sales thereof in accordance with their respective interests established by this Agreement. Nothing in this Agreement shall prevent the Department from leasing or borrowing property to further the purposes of this Agreement.

(P) The Department shall do all things and perform any and all acts which the City and the County, acting through the Policy Committee, may deem necessary to effectuate the purposes for which this Agreement was entered into in accordance with the State Disaster and Emergency Response Plan.

(Q) The Department, subject to the approval of the Policy Committee, is authorized and empowered to make, amend, and rescind such orders, rules, and regulations as may be necessary for disaster and emergency response purposes and to supplement the carrying out of the provisions of KRS Ch. 39. Such orders, rules, and regulations shall not be inconsistent with any orders, rules, or regulations promulgated by the State Governor or by any state agency exercising a power delegated to it by the State Governor. All such orders, rules, and regulations promulgated by the Department shall have the full force

and effect of law, when filed in the Office of the Clerk of the County Fiscal Court, and the law enforcement authorities of the City and the County shall enforce such orders, rules, and regulations, all as provided in KRS 39.427.

(R) As required by the provisions of KRS 39.432, no person shall be employed or associated in any capacity with the Department who advocates a change by force or violence in the constitutional form of the government of the United States or in the state or the overthrow of any government in the United States by force or violence, or who has been convicted of or is under indictment or information charging any subversive act against the United States, and each person who is appointed to serve the Department shall, before entering upon his duties, take an oath, in writing, before a person authorized to administer oaths in the state, which oath shall be substantially as set forth in KRS 39.432.

(S) This section supersedes and replaces the interlocal Agreement entered into by the City and County on July 5, 1984, and recorded in Miscellaneous Records Book 120, Page Number 282 of the County Clerk and any other Agreement or enactment of the City and County that created a Disaster and Emergency Service.

(T) The recommendation of the Director of Disaster Emergency Services for the completion of the County wide siren system will be implemented by the City in the first three (3) fiscal years of the Compact renewal. (County Resolution No. 24, Series 1984; City Codified General Ordinance Sections 35.075 - 35.094).

SECTION 14. TRANSIT AUTHORITY OF RIVER CITY.

(A) Pursuant to KRS 96A.040, ~~as amended by 1986 Kentucky Acts Chapter 77, and subject to the initial adjustment of the terms of sitting members provided for in 1986 Kentucky Acts Chapter 77,~~ the terms of the members on the Transit Authority of River City Board shall be for three years and until their successors are appointed and qualified. ~~Upon the effective date of 1986 Kentucky Acts Chapter 77, the terms of the members sitting on the Board shall be adjusted by separate action of the Mayor and the County Judge/Executive with the approval of Fiscal Court.~~

(B) Pursuant to KRS 96A.070, ~~as amended by 1986 Kentucky Acts Chapter 77,~~ during the term of this Cooperative Compact, the Executive Director and a Secretary-Treasurer or any individual, corporation, or partnership, either by contract or employment, who serves as Executive Director or Secretary-Treasurer in the management of the affairs of the Board, shall be appointed by and serve at the joint pleasure of the Mayor, and the County Judge/Executive with the approval of Fiscal Court pursuant to KRS 67.040.

(C) All provisions of KRS Ch. 96A which direct the operation of a mass transit system shall continue to govern the operation of the Transit Authority of River City unless a change as allowed by law is specifically enumerated within this Cooperative Compact or by subsequent ordinance or resolution of the City or County.

SECTION 15. METROPOLITAN SEWER DISTRICT.

(A) Pursuant to KRS 76.030, ~~as amended by 1986 Kentucky Acts Chapter 77, during the term of this Cooperative Compact,~~ the terms of the members of the Metropolitan Sewer District Board shall be for three years and until their successors are appointed and qualified. ~~Upon the effective date of 1986 Kentucky Acts Chapter 77, the terms of the members sitting on the Board shall be adjusted by separate action of the Mayor, and the County Judge/Executive with the approval of Fiscal Court.~~

(B) Pursuant to KRS 76.060, ~~as amended by 1986 Kentucky Acts Chapter 77,~~ during the term of this Cooperative Compact, the Executive Director, Secretary-Treasurer, and Chief Engineer of the

Metropolitan Sewer District shall be appointed by and serve at the joint pleasure of the Mayor and the County Judge/Executive with the approval of the Fiscal Court pursuant to KRS 67.040.

(C) Pursuant to KRS 76.030(1), no more than three of the Mayor's appointments and two of the County Judge/Executive's appointments to terms beginning after July 15, 1986, shall be of the same political party affiliation.

(D) All provisions of KRS Ch. 76 which direct the operation of the Metropolitan Sewer District shall continue to govern the operation of Metropolitan Sewer District unless a change as allowed by law is specifically enumerated within this Cooperative Compact or by subsequent ordinance or resolution of the City or the County.

SECTION 16. LOUISVILLE FREE PUBLIC LIBRARY.

(A) The Board of Trustees of the Louisville Free Public Library was ~~is hereby dissolved~~ as a corporate entity effective December 31, 1986, and all assets and liabilities of the Board of Trustees were ~~shall be transferred~~ to the joint department. ~~Divisions (B) through (F) below shall take effect January 1, 1987.~~

(B) Pursuant KRS 173.105, ~~as amended by 1986 Kentucky Acts Chapter 77,~~ during the term of this Cooperative Compact, the City and the County do hereby create a joint City and County department for the purpose of providing a free public library. The new library department shall ~~is to be~~ known as the Louisville Free Public Library.

(C) The City and the County shall provide all staff for the library. ~~The officers, employees, and staff of the Louisville Free Public Library shall be transferred to the service of the department.~~ The employees of the library shall continue to be covered by the City's classification and compensation ordinance.

(D) The City shall assume ~~assumed~~ fiscal agent activities January 1, 1987.

(E) Employees of the library shall have such rights to collectively bargain as are given to other City employees by ordinance. In the event that recognition is granted to a collective bargaining organization, negotiations will be led by the City as fiscal agent and a representative from the County shall also be appointed by the County Judge/Executive to serve on the negotiating team. Any resulting collective bargaining agreement must be passed by the City as fiscal agent.

(F) All current and future employees of the library shall not be guided by the residency ordinance of the City but shall be guided by the County's residency ~~resolution~~ ordinance, Ordinance No. 24, Series 1997. Resolution No. 19, Series 1986.

(G) The Mayor, and the County Judge/Executive with the approval of Fiscal Court pursuant to KRS 67.040, shall jointly appoint a Director of the Library. The Director shall serve at the pleasure of either of the appointing authorities; provided, however, if either of the appointing authorities terminates the Director, the other shall be notified in writing and such termination shall not take effect until 30 days after such notice is given. In the event that the appointing authorities jointly terminate the Director, such termination may take effect immediately. The compensation of the Director shall be fixed by the City as fiscal agent for the Department. The Director is authorized to employ the necessary staff and personnel for the operation of the library subject to available funds.

(H) The operating cost, including all salaries, of the library shall be financed by annual appropriations from both the City and the County. All funding to be provided to the library shall be provided equally by the City and County on a 50-50 basis.

(I) Following the procedures of the City and County for budget preparation, the Mayor and County Judge/Executive shall present to the Fiscal Court and the Board of Aldermen a proposed budget stating the amount of money needed for the next fiscal year. Such funds as are appropriated by the Fiscal Court for the library are to be paid to the City as the fiscal agent for the library, in 12 equal monthly installments. All expenses of the library shall be paid by the City as fiscal agent.

(J) All property owned by either party at or before the effective date of this Cooperative Compact shall remain the property of that party, although it is the intention of the parties that the property shall be under the control of the library to be used in the operation of the library system.

(K) In the event of the dissolution of the library, the unused funds appropriated to the account and any assets not otherwise disposed of the library shall be returned to the parties according to the percentages in which the sums had been appropriated to the department.

(L) (1) ~~Effective January 1, 1987, t~~ There is hereby continued ~~established~~ a Louisville and Jefferson County Library Advisory Commission.

(2) The Commission may adopt by-laws and such other rules and regulations as may be necessary to its operations.

(3) The Commission shall consist of nine members, four of whom shall be appointed by the Mayor; and four of whom shall be appointed by the County Judge/Executive with the approval of Fiscal Court. The Mayor, and County Judge/Executive with the approval of Fiscal Court, shall jointly appoint a ninth member to serve as Chairperson of the Commission. The terms of the members shall be three years, ~~except that, of the members first appointed, two of each of the Mayor's and County Judge/Executive's appointments shall be appointed for one-year terms, one of each of the Mayor's and County Judge/Executive's appointments shall be appointed for a two-year term, and one each of the Mayor's and County Judge/Executive's appointments shall be appointed for a three-year term.~~ Vacancies shall be filled by the appointing authority for the unexpired portion of the term in accordance with the selection process outlined in this section.

(4) The City and County may, at the request of the Commission, provide such personnel as may be necessary to carry out the purposes of the Commission. These employees shall be under the direction of the Director of the Library.

(5) Each member shall be at least 18 years of age and the Mayor's appointments must reside within the City, and the County Judge/Executive's appointments must reside within the County. No member shall be an employee of the City or County government.

(6) A member of the Commission may be removed by the appointing authority for cause, after a hearing by the appropriate appointing authority, and after at least ten days' notice in writing has been given to the member of the Commission, which notice shall embrace the charges preferred against the person.

(7) A member of the Commission shall be immediately removed from the Commission if the member has missed three consecutive regular meetings of the Commission, without sufficient excuse accepted by the whole Commission.

(8) Members of the Commission shall, serve without compensation, but shall be reimbursed for necessary expenses incurred in the performance of their duties subject to available funds.

(9) The Commission shall have sole authority within the funds available for the determination of library materials to be purchased and kept by the library and shall have sole authority for the determination of the expenditures from gifts and grants donated to the library.

(10) At the request of the Mayor or County Judge/Executive, the Commission may make recommendations on other activities of the library. Such recommendations may include:

- (a) An annual evaluation of the Director's performance;
- (b) An annual evaluation of the adequacy of services provided to the community by the library;
- (c) Annual and long-range goals and priorities of the library;
- (d) The establishment of a citizen's complaint procedure; and
- (e) The use and management of volunteers.

(M) This section supersedes and replaces any other Agreement or understanding of the City and County on the operation of the Louisville Free Public Library and City Codified General Ordinance Section 32.055.

SECTION 17. LOUISVILLE AND JEFFERSON COUNTY PARKS DEPARTMENT.

(A) Pursuant to KRS 97.035, ~~as amended by 1986 Kentucky Acts Chapter 77,~~ during the term of this Cooperative Compact, the City and County do hereby continue the ~~create a~~ joint City and County department to maintain and conduct a park and recreational system. The ~~new~~ Parks Department shall continue ~~is to~~ be known as the Louisville and Jefferson County Parks Department.

(B) The Metropolitan Parks and Recreation Board was ~~is hereby~~ dissolved as a corporate entity and all assets and liabilities of the Board were ~~shall be~~ transferred to the joint department.

(C) The City and County shall continue to provide all staff for the Parks Department. ~~Upon the effective date of this Cooperative Compact, t~~ The officers, employees, and staff of the Metro Parks and Recreation Board shall be in ~~transferred to~~ the service of the Parks Department.

(D) The City shall continue to serve as fiscal agent for the Parks Department. The employees of the Parks Department shall be covered by the City's classification and compensation ordinance.

(E) Employees of the Parks Department shall have such rights to collectively bargain as are given to other City employees by ordinance. In the event that recognition is granted to a collective bargaining organization, negotiations will be led by the City as fiscal agent and a representative from the County shall also be appointed by the County Judge/Executive to serve on the negotiating team. Any resulting collective bargaining agreement must be passed by the City as fiscal agent.

(F) All current and future employees of the Parks Department shall not be subject to the residency ordinance of the City but shall be guided by the County's residency ~~resolution~~ ordinance, Ordinance No. 24, Series 1997. ~~Resolution No. 19, Series 1986.~~

(G) The Mayor, and the County Judge/Executive with the approval of Fiscal Court pursuant to KRS 67.040, shall jointly appoint a Director of the Parks Department. The Director shall serve at the pleasure of either of the appointing authorities; provided, however, if either of the appointing authorities terminates the Director, the other shall be notified in writing and such termination shall not take effect until 30 days after such notice is given. In the event that the appointing authorities jointly terminate the Director, such termination may take effect immediately. The compensation of the Director shall be fixed by the City in accordance with the City's classification and compensation ordinance as the fiscal agent for

the Department. The Director is authorized to employ the necessary staff and personnel for the operation of the Department subject to available funds.

(H) Administrative costs shall be financed by equal annual appropriations from both the City and the County. The cost of operations of the parks shall be funded by the City for parks located within City limits and by the County for parks located outside City limits within the County. All expenses of the Parks Department shall be paid by the City as fiscal agent.

(I) Following the procedures of the City and County for budget preparation, the Mayor and County Judge/Executive shall submit to the Fiscal Court and the Board of Aldermen a proposed plan and budget of the expected receipts and expenses for the ensuing fiscal year, with an outline of proposed programs and projects for the ensuing year. This program and budget shall be subject to approval, rejection, or modification by the Fiscal Court and the Board of Aldermen. Such funds as are appropriated by the Fiscal Court for the Parks Department are to be paid to the City as fiscal agent in 12 equal monthly installments.

(J) All property owned by either party at or before the effective date of this Cooperative Compact shall continue to be remain the property of that party, although it is the intention of the parties that the property shall be under the control of the Department to be used in the operation of the Department.

(K) In the event of the dissolution of the Parks Department, the unused funds appropriated to the account and any assets not otherwise disposed of the Department shall be returned to the parties according to the percentages in which the sums had been appropriated to the Department.

(L) There may be permitted in facilities under the jurisdiction of the Parks Department, at times and places permitted by the Department, the sale and consumption of malt beverages. Provisions of this section are invalid wherever local option law prohibits sale and consumption of malt beverages.

(M) ~~Upon the effective date of this Cooperative Compact, sitting members of the Metropolitan Parks and Recreation Board shall serve as an interim Louisville and Jefferson County Parks Advisory Commission until January 1, 1987, with the same duties as the permanent advisory commission.~~

~~(N)~~ (1) ~~Effective January 1, 1987, there is hereby continued established a Louisville and Jefferson County Parks Advisory Commission.~~

(2) The Commission may adopt by-laws and such other rules and regulations as may be necessary to its operations.

(3) The Commission shall consist of nine members, four of whom shall be appointed by the Mayor and four of whom shall be appointed by the County Judge/Executive with the approval of Fiscal Court. The Mayor, and the County Judge/Executive with the approval of Fiscal Court, shall jointly appoint a ninth member to serve as Chairperson of the Commission. All members shall serve terms of three years, ~~except that, of the members first appointed, two of each of the Mayor's and County Judge/Executive's appointments shall be appointed for one-year terms, one of each of the Mayor's and County Judge/Executive's appointments shall be appointed for a two-year term, and one of each of the Mayor's and County Judge/Executive's appointments shall be appointed for a three-year term.~~ Vacancies shall be filled by the appointing authority for the unexpired portion of the term in accordance with the selection process outlined in this section.

(4) The City and County may, at the request of the Commission, provide such personnel as may be necessary to carry out the purposes of the Commission. These employees shall be under the direction of the Director of the Department.

(5) Each member shall be at least 18 years of age and the Mayor's appointments must reside within the City, and the County Judge/Executive's appointments must reside within the County. No member shall be an employee of the City or County government.

(6) A member of the Commission may be removed by the appointing authority for cause, after a hearing by the appropriate appointing authority, and after at least ten days' notice in writing has been given to the member of the Commission, which notice shall embrace the charges preferred against the person.

(7) A member of the Commission shall be immediately removed from the Commission if the member has missed three consecutive regular meetings of the Commission, without sufficient excuse accepted by the whole Commission.

(8) Members of the Commission shall serve without compensation, but shall be reimbursed for necessary expenses incurred in the performance of their duties subject to available funds.

(9) At the request of the Mayor or the County Judge/Executive, the Commission may make recommendations on other activities of the Parks Department. Such recommendations may include:

- (a) An annual evaluation of the Director's performance;
- (b) An annual evaluation of the adequacy of services provided to the community by the Parks Department;
- (c) Annual and long-range goals and priorities of the Parks Department;
- (d) The establishment of a citizen's complaint procedure; and
- (e) The use and management of volunteers.

(NO) This section supersedes and replaces any other Agreement or enactment of the City and the County that created a Metropolitan Parks and Recreation Board. (County Resolution enacted September 24, 1974; City Codified General Ordinance Sections 33.080 - 33.090).

SECTION 18. LOUISVILLE AND JEFFERSON COUNTY OFFICE FOR ECONOMIC DEVELOPMENT ACTIVITIES.

(A) During the term of this Cooperative Compact, the City and the County ~~do hereby~~ may create a joint City and County department for the purpose of promoting economic development throughout the City and the County. ~~The new economic development department is to be known as the Louisville and Jefferson County Office for Economic Development.~~

(B) The City and the County shall provide all staff necessary to carry out the duties assigned. ~~for the Office for Economic Development.~~ Upon the effective date of this Cooperative Compact, the officers, employees, and staff of both the City and County departments of Economic Development shall be transferred to the Service of the joint Office for Economic Development shall be transferred to this Office.

(C) The City shall serve as fiscal agent for the Office ~~for Economic Development.~~ The employees of the Office shall be covered by the City's classification and compensation ordinance.

(D) Employees of the Office shall have such rights to collectively bargain as are given to other City employees by ordinance. In the event that recognition is granted to a collective bargaining organization, negotiations will be led by the City as fiscal agent and a representative from the County shall

also be appointed by the County Judge/Executive to serve on the negotiating team. Any resulting collective bargaining agreement must be passed by the City as fiscal agent.

(E) All current and future employees of the Office shall not be subject to the residency ordinance of the City but shall be guided by the County's residency ~~resolution~~ ordinance, Ordinance No. 24, Series 1997. Resolution No. 19, Series 1986.

(F) The Mayor, and the County Judge/Executive with the approval of Fiscal Court pursuant to KRS 67.040, shall jointly appoint an Administrator. ~~Director of the joint Office.~~ The Administrator ~~Director~~ shall serve at the pleasure of either of the appointing authorities; provided, however, if either of the appointing authorities terminates the Administrator ~~Director~~, the other shall be notified in writing and such termination shall not take effect until 30 days after such notice is given. In the event that the appointing authorities jointly terminate the Administrator ~~Director~~, such termination may take effect immediately. The compensation of the Administrator ~~Director~~ shall be fixed by the City as fiscal agent for the Office. The Administrator ~~Director~~ is authorized to employ the necessary staff and personnel for the operation of the Office subject to availability of funds.

(G) The operating cost, including all salaries, of the joint Office shall be financed by annual appropriations from both the City and County. The operating funds to be provided to the Office shall be provided equally by the City and County on a 50-50 basis. The City and County may separately fund such other activities of the Office as either deems appropriate.

(H) Following the procedures of the City and County for budget preparation, the Mayor and County Judge/Executive shall present to the County Fiscal Court and the Board of Aldermen a proposed budget stating the amount of money needed for the next fiscal year. Such funds as are appropriated by Fiscal Court are to be paid to the City as the fiscal agent for the joint Department in 12 equal installments at the beginning of each month. All expenses of the Department shall be paid by the City as fiscal agent.

(I) All property owned by either party at or before the effective date of this Agreement shall remain the property of that party, although it is the intention of the parties that the property shall be under the control of the Office to be used in the operation of the Office.

(J) In the event of the dissolution of the Office, the unused funds appropriated to the account and any assets not otherwise disposed of the Office shall be returned to the parties according to the percentages in which the sums had been appropriated to the Office.

(K) Economic Growth Fund. This section supersedes and replaces § 34.430, which created a Department of Economic Development. In order to further joint efforts of the City and County to create new jobs and strengthen the occupational tax base, the County and City hereby create an Economic Growth Fund. This fund will be used for infrastructure development within the community in order to create employment opportunities. The City and County will contribute \$1 million each, in each of the first five years of the Compact renewal term. All decisions on expenditures from the Fund will be made by the Board of Aldermen and the Fiscal Court by resolution upon recommendation of the Mayor and County Judge/Executive.

SECTION 19. QUALITY AND CHARITY TRUST FUND.

~~The Quality and Charity Care Trust Agreement entered into on January 27, 1983, by and among the County, the City, the University of Louisville, the state, and Humana of Virginia, Inc. set forth the joint obligations of the City and the County. The City and County, by separate action of the Board of Aldermen and Fiscal Court, have amended the joint funding responsibilities between the City and County as it relates to the Quality and Charity Trust Fund.~~

SECTION 20. DURATION.

This Cooperative Compact shall be for a period of ~~12~~ 10 years and shall terminate on June 30, ~~1998~~ 2008, except that if any mandatory provision of 1986 Kentucky Acts Chapter 77 or 1998 General Assembly House Bill No. 624 is adjudicated invalid or if any provision of 1986 Kentucky Acts Chapter 77 or General Assembly House Bill No. 624 is amended or repealed by subsequent act of the General Assembly, this Cooperative Compact shall immediately terminate.

SECTION 21. AMENDMENT OF COOPERATIVE COMPACT.

This Cooperative Compact may be amended by the City and the County, provided that no such amendment shall conflict with the provisions of 1986 Kentucky Acts Chapter 77 or 1998 Ky. Acts Chapter ???.

SECTION 22. EFFECTIVE DATE.

This Cooperative Compact shall take effect on July 1, ~~1998~~ 2008. ~~Provided, however, any provision authorized only by 1986 Kentucky Acts Chapter 77 will take effect on the effective date of 1986 Kentucky Acts Chapter 77.~~

SECTION 23. SEVERABILITY.

If any part of this Cooperative Compact is held unconstitutional or invalid the remaining parts shall remain in force, unless 1986 Kentucky Acts Chapter 77 provides otherwise, or unless the remaining parts are so essentially and inseparably connected with and dependent upon the unconstitutional or invalid part that it is apparent that the City and County would not have enacted the remaining parts without the unconstitutional or invalid part, or unless the remaining parts, standing alone, are incomplete and incapable of being executed in accordance with the intent of the City and County.

SECTION 24. TITLES.

Titles, headings and notes, and explanatory notes and cross references within this Cooperative Compact, do not constitute any part of this Cooperative Compact and are inserted for the convenience of reference only and are not to be considered in the construction of the provisions and shall not in any way limit the scope or modify the substance or context of this Cooperative Compact.

SECTION 25. ENTIRETY OF AGREEMENT.

This Cooperative Compact constitutes the entire Agreement of the City and County with respect to the provisions of this Cooperative Compact and supersedes all prior Agreements and understandings of the City and County in connection with the subject matter of this Cooperative Compact.

In testimony whereof, the Mayor of the City and the County/Judge Executive of the County subscribe their signatures in their official capacities pursuant to enabling legislation passed by the Board of Aldermen and Fiscal Court

CITY OF LOUISVILLE

COUNTY OF JEFFERSON

Ordinance No. ____, Series 1998

Resolution No. ____, Series 1998

Enacted _____, 1998

Enacted _____, 1998

BY: _____
JERRY E. ABRAMSON
MAYOR

BY: _____
DAVID L. ARMSTRONG
COUNTY JUDGE/EXECUTIVE

APPROVED AS TO FORM:

WILLIAM C. STONE
DIRECTOR OF LAW

MIKE CONLIFFE
COUNTY ATTORNEY

Insofar as sections of this Cooperative Compact comply with the Interlocal Agreement Act, this Compact is in proper form and is compatible with the laws of the Commonwealth; therefore, it is approved this _____ day of _____, 1998.

A.B. CHANDLER, III
ATTORNEY GENERAL

1200440c

The Filson Historical Society

RESOLUTION NO. _____, SERIES 1998

A JOINT RESOLUTION OF THE CITY OF
LOUISVILLE AND JEFFERSON COUNTY
RESPONDING TO THE ANNEXATION PROPOSAL
SUBMITTED BY THE CITY OF BARBOURMEADE

Sponsored By: _____

WHEREAS, the City of Barbourmeade has submitted a proposal to annex certain property subject to approval of Jefferson County and the City of Louisville under the renewal of the Compact; and

WHEREAS, the annexation proposal submitted by the City of Barbourmeade seems to comply with the guidelines of the Compact renewal;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF LOUISVILLE, KENTUCKY, AND BY THE FISCAL COURT OF JEFFERSON COUNTY, KENTUCKY:

SECTION 1. That, contingent upon receipt of the following corrected documentation, the annexation proposal of the City of Barbourmeade is approved:

1. The notarized statements of all property owners within the area to be annexed consenting to the annexation.
2. A field survey, prepared by a licensed Professional Land Surveyor of the area(s) proposed to be annexed to the City of Barbourmeade.

SECTION 2. That this Joint Resolution shall take effect upon its passage and approval by both the City of Louisville and Jefferson County.

CITY OF LOUISVILLE

JEFFERSON COUNTY

Clerk of the Board of Aldermen

Clerk of Jefferson County

President, Board of Aldermen

Date passed by the Board of Aldermen

**Mayor
City of Louisville**

Date signed by Mayor

Approved as to form:

**William C. Stone
Director of Law**

Date passed by Fiscal Court

**County/Judge Executive
Jefferson County**

Date signed by County/Judge Executive

Approved as to form:

**Mike Conliffe
Jefferson County Attorney**

BE/be::1200519

The Filson Historical Society

RESOLUTION NO. _____, SERIES 1998

A JOINT RESOLUTION OF THE CITY OF
LOUISVILLE AND JEFFERSON COUNTY
RESPONDING TO THE ANNEXATION PROPOSAL
SUBMITTED BY THE CITY OF DOUGLASS HILLS

Sponsored By: _____

WHEREAS, the City of Douglass Hills has submitted a proposal to annex certain property subject to approval of Jefferson County and the City of Louisville under the renewal of the Compact; and

WHEREAS, the annexation proposal submitted by the City of Douglass Hills seems to comply with the guidelines of the Compact renewal;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF LOUISVILLE, KENTUCKY, AND BY THE FISCAL COURT OF JEFFERSON COUNTY, KENTUCKY:

SECTION 1. : That, contingent upon receipt of the following corrected documentation, the annexation proposal of the City of Douglass Hills is approved:

1. The notarized statements of all property owners within the area to be annexed consenting to the annexation.
2. A map, prepared by a licensed Professional Land Surveyor indicating the current boundaries of the City of Douglass Hills which has street names and surrounding areas legible.
3. A field survey, prepared by a licensed Professional Land Surveyor of the area(s) proposed to be annexed to the City of Douglass Hills.
4. A legal description of the area(s) proposed to be annexed by the City of Douglass Hills.
5. A copy of the City of Douglass Hills' incorporation papers and any annexations which took place prior to 1986.

6. A copy of the condominium associations' by laws for the condominium units being annexed.

SECTION 2. That this Joint Resolution shall take effect upon its passage and approval by both the City of Louisville and Jefferson County.

CITY OF LOUISVILLE

JEFFERSON COUNTY

Clerk of the Board of Aldermen

Clerk of Jefferson County

President, Board of Aldermen

Date passed by the Board of Aldermen

Date passed by Fiscal Court

**Mayor
City of Louisville**

**County/Judge Executive
Jefferson County**

Date signed by Mayor

Date signed by County/Judge Executive

Approved as to form:

Approved as to form:

**William C. Stone
Director of Law**

**Mike Conliffe
Jefferson County Attorney**

RESOLUTION NO. _____, SERIES 1998

A JOINT RESOLUTION OF THE CITY OF
LOUISVILLE AND JEFFERSON COUNTY
RESPONDING TO THE ANNEXATION PROPOSAL
SUBMITTED BY THE CITY OF HOLLOW CREEK

Sponsored By: _____

Whereas, the City of Hollow Creek has submitted a proposal to annex certain property subject to approval of Jefferson County and the City of Louisville under the renewal of the Compact; and

Whereas, the annexation proposal submitted by the City of Hollow Creek complies with the guidelines of the Compact renewal;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF LOUISVILLE, KENTUCKY, AND BY THE FISCAL COURT OF JEFFERSON COUNTY, KENTUCKY:

SECTION 1. The annexation proposal submitted by the City of Hollow Creek is approved.

SECTION 2. That this Joint Resolution shall take effect upon its passage and approval by both the City of Louisville and Jefferson County.

CITY OF LOUISVILLE

JEFFERSON COUNTY

Clerk of the Board of Aldermen

Clerk of Jefferson County

President, Board of Aldermen

Date passed by the Board of Aldermen

Date passed by Fiscal Court

**Mayor
City of Louisville**

**County/Judge Executive
Jefferson County**

Date signed by Mayor

**Date signed by County/Judge
Executive**

Approved as to form:

Approved as to form:

**William C. Stone
Director of Law**

**Mike Conliffe
Jefferson County Attorney**

BE/be::1200515

The Filson Historical Society

RESOLUTION NO. _____, SERIES 1998

A JOINT RESOLUTION OF THE CITY OF LOUISVILLE AND JEFFERSON COUNTY RESPONDING TO THE ANNEXATION PROPOSAL SUBMITTED BY THE CITY OF INDIAN HILLS, CHEROKEE SECTION

Sponsored By: _____

WHEREAS, the City of Indian Hills, Cherokee Section has submitted a proposal to annex certain property subject to approval of Jefferson County and the City of Louisville under the renewal of the Compact ; and

WHEREAS, the annexation proposal submitted by the City of Indian Hills, Cherokee Section seems to comply with the guidelines of the Compact renewal;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF LOUISVILLE, KENTUCKY, AND BY THE FISCAL COURT OF JEFFERSON COUNTY, KENTUCKY:

SECTION 1. That, contingent upon receipt of the following corrected documentation, the annexation proposal of the City of Indian Hills, Cherokee Section is approved:

1. A resolution providing an affirmative statement that the proposed annexation meets the requirements of KRS 81A.412.
2. A resolution providing an affirmative statement that the proposed annexation will not entirely cut off the City of Louisville from adjacent properties.
3. A resolution providing a list and copies of legislation approving any annexations of territory conducted by the City of Indian Hills, Cherokee Section since July 1, 1986.
4. The notarized statements of all property owners within the area to be annexed consenting to the annexation.
5. A map, prepared by a licensed Professional Land Surveyor indicating the current boundaries of the City of Indian Hills,

Cherokee Section which has street names and surrounding areas legible.

6. A field survey, prepared by a licensed Professional Land Surveyor of the area(s) proposed to be annexed to the City of Indian Hills, Cherokee Section.
7. A legal description of the area(s) proposed to be annexed by the City of Indian Hills, Cherokee Section.
8. A certified statement from a licensed Professional Engineer or a licensed Professional Land Surveyor indicating that the area to be annexed does not enlarge the City of Indian Hills, Cherokee Section by more than 10% of its existing territory.
9. A copy of the City of Indian Hills, Cherokee Section's incorporation papers and any annexations which took place prior to 1986.

SECTION 2. That this Joint Resolution shall take effect upon its passage and approval by both the City of Louisville and Jefferson County.

CITY OF LOUISVILLE

JEFFERSON COUNTY

Clerk of the Board of Aldermen

Clerk of Jefferson County

President, Board of Aldermen

Date passed by the Board of Aldermen

Date passed by Fiscal Court

Mayor
City of Louisville

County/Judge Executive
Jefferson County

Date signed by Mayor

Date signed by County/Judge Executive

Approved as to form:

Approved as to form:

William C. Stone
Director of Law

Mike Conliffe
Jefferson County Attorney

BE/be::1200511

The Filson Historical Society

RESOLUTION NO. _____, SERIES 1998

A JOINT RESOLUTION OF THE CITY OF
LOUISVILLE AND JEFFERSON COUNTY
RESPONDING TO THE ANNEXATION PROPOSAL
SUBMITTED BY THE CITY OF JEFFERSONTOWN
- FIRST PROPOSAL

Sponsored By: _____

WHEREAS, the City of Jeffersontown has submitted a proposal to annex certain property subject to approval of Jefferson County and the City of Louisville under the renewal of the Compact; and

WHEREAS, the annexation proposal submitted by the City of Jeffersontown seems to comply with the guidelines of the Compact renewal;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF LOUISVILLE, KENTUCKY, AND BY THE FISCAL COURT OF JEFFERSON COUNTY, KENTUCKY:

SECTION 1. That, contingent upon receipt of the following corrected documentation, the first annexation proposal submitted by the City of Jeffersontown by letter dated April 28, 1998, is approved:

1. The notarized statements of all property owners within the area to be annexed consenting to the annexation.
2. A map, prepared by a licensed Professional Land Surveyor indicating the current boundaries of the City of Jeffersontown which has street names and surrounding areas legible.
3. A field survey, prepared by a licensed Professional Land Surveyor of the area(s) proposed to be annexed to the City of Jeffersontown.
4. A certified statement from a licensed Professional Engineer or a licensed Professional Land Surveyor indicating that the area to be annexed does not enlarge the City of Jeffersontown by more than 10% of its existing territory.
5. A copy of the City of Jeffersontown's incorporation papers and any annexations which took place prior to 1986.

SECTION 2. That this Joint Resolution shall take effect upon its passage and approval by both the City of Louisville and Jefferson County.

CITY OF LOUISVILLE

JEFFERSON COUNTY

Clerk of the Board of Aldermen

Clerk of Jefferson County

President, Board of Aldermen

Date passed by the Board of Aldermen

Date passed by Fiscal Court

**Mayor
City of Louisville**

**County/Judge Executive
Jefferson County**

Date signed by Mayor

Date signed by County/Judge Executive

Approved as to form:

Approved as to form:

**William C. Stone
Director of Law**

**Mike Conliffe
Jefferson County Attorney**

BE/be::1200516

RESOLUTION NO. _____, SERIES 1998

A JOINT RESOLUTION OF THE CITY OF
LOUISVILLE AND JEFFERSON COUNTY
RESPONDING TO THE ANNEXATION PROPOSAL
SUBMITTED BY THE CITY OF JEFFERSONTOWN
- SECOND PROPOSAL

Sponsored By: _____

WHEREAS, the City of Jeffersontown has submitted a proposal to annex certain property subject to approval of Jefferson County and the City of Louisville under the renewal of the Compact; and

WHEREAS, the annexation proposal submitted by the City of Jeffersontown seems to comply with the guidelines of the Compact renewal;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF LOUISVILLE, KENTUCKY, AND BY THE FISCAL COURT OF JEFFERSON COUNTY, KENTUCKY:

SECTION 1. That, contingent upon receipt of the following corrected documentation, the second annexation proposal submitted by the City of Jeffersontown by letter dated May 14, 1998, is approved:

1. A resolution providing an affirmative statement that the proposed annexation will not entirely cut off the City of Louisville from adjacent properties.
2. The notarized statements of all property owners within the area to be annexed consenting to the annexation.
3. A map, prepared by a licensed Professional Land Surveyor indicating the current boundaries of the City of Jeffersontown which has street names and surrounding areas legible.
4. A field survey, prepared by a licensed Professional Land Surveyor of the area(s) proposed to be annexed to the City of Jeffersontown.
5. A legal description of the area(s) proposed to be annexed by the City of Jeffersontown.

6. A certified statement from a licensed Professional Engineer or a licensed Professional Land Surveyor indicating that both of the areas to be annexed do not enlarge the City of Jeffersontown by more than 10% of its existing territory.
7. A copy of the City of Jeffersontown's incorporation papers and any annexations which took place prior to 1986.

SECTION 2. That this Joint Resolution shall take effect upon its passage and approval by both the City of Louisville and Jefferson County.

CITY OF LOUISVILLE

JEFFERSON COUNTY

Clerk of the Board of Aldermen

Clerk of Jefferson County

President, Board of Aldermen

Date passed by the Board of Aldermen

Date passed by Fiscal Court

**Mayor
City of Louisville**

**County/Judge Executive
Jefferson County**

Date signed by Mayor

Date signed by County/Judge Executive

Approved as to form:

Approved as to form:

**William C. Stone
Director of Law**

**Mike Conliffe
Jefferson County Attorney**

RESOLUTION NO. _____, SERIES 1998

A JOINT RESOLUTION OF THE CITY OF
LOUISVILLE AND JEFFERSON COUNTY
RESPONDING TO THE ANNEXATION PROPOSAL
SUBMITTED BY THE CITY OF MIDDLETOWN

Sponsored By: _____

WHEREAS, the City of Middletown has submitted a proposal to annex certain property subject to approval of Jefferson County and the City of Louisville under the renewal of the Compact; and

WHEREAS, the annexation proposal submitted by the City of Middletown seems to comply with the guidelines of the Compact renewal;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF LOUISVILLE, KENTUCKY, AND BY THE FISCAL COURT OF JEFFERSON COUNTY, KENTUCKY:

SECTION 1. That, contingent upon receipt of the following corrected documentation, the annexation proposal of the City of Middletown is approved:

1. A resolution providing an affirmative statement that the proposed annexation meets the requirements of KRS 81A.412.
2. A resolution providing an affirmative statement that the proposed annexation will not entirely cut off the City of Louisville from adjacent properties.
3. A resolution providing a list and copies of legislation approving any annexations of territory conducted by the City of Middletown since July 1, 1986.
4. The notarized statements of all property owners within the area to be annexed consenting to the annexation.
5. A map, prepared by a licensed Professional Land Surveyor indicating the current boundaries of the City of Middletown which has street names and surrounding areas legible.

6. A field survey, prepared by a licensed Professional Land Surveyor of the area(s) proposed to be annexed to the City of Middletown.
7. A legal description of the area(s) proposed to be annexed by the City of Middletown.
8. A certified statement from a licensed Professional Engineer or a licensed Professional Land Surveyor indicating that the area to be annexed does not enlarge the City of Middletown by more than 10% of its existing territory.
9. A copy of the City of Middletown's incorporation papers and any annexations which took place prior to 1986.

SECTION 2. That this Joint Resolution shall take effect upon its passage and approval by both the City of Louisville and Jefferson County.

CITY OF LOUISVILLE

JEFFERSON COUNTY

Clerk of the Board of Aldermen

Clerk of Jefferson County

President, Board of Aldermen

Date passed by the Board of Aldermen

Date passed by Fiscal Court

**Mayor
City of Louisville**

**County/Judge Executive
Jefferson County**

Date signed by Mayor

Date signed by County/Judge Executive

Approved as to form:

Approved as to form:

William C. Stone
Director of Law

Mike Conliffe
Jefferson County Attorney

BE/be::1200524

The Filson Historical Society

RESOLUTION NO. _____, SERIES 1998

A JOINT RESOLUTION OF THE CITY OF
LOUISVILLE AND JEFFERSON COUNTY
RESPONDING TO THE ANNEXATION PROPOSAL
SUBMITTED BY THE CITY OF PROSPECT

Sponsored By: _____

WHEREAS, the City of Prospect has submitted a proposal to annex certain property subject to approval of Jefferson County and the City of Louisville under the renewal of the Compact; and

WHEREAS, the annexation proposal submitted by the City of Prospect seems to comply with the guidelines of the Compact renewal;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF LOUISVILLE, KENTUCKY, AND BY THE FISCAL COURT OF JEFFERSON COUNTY, KENTUCKY:

SECTION 1. That, contingent upon receipt of the following corrected documentation, the annexation proposal of the City of Prospect is approved:

1. The notarized statements of all property owners within the area to be annexed consenting to the annexation.
2. A map, prepared by a licensed Professional Land Surveyor indicating the current boundaries of the City of Prospect which has street names and surrounding areas legible.
3. A field survey, prepared by a licensed Professional Land Surveyor of the area(s) proposed to be annexed to the City of Prospect.
4. A copy of the City of Prospect's incorporation papers and any annexations which took place prior to 1986.

SECTION 2. That this Joint Resolution shall take effect upon its passage and approval by both the City of Louisville and Jefferson County.

CITY OF LOUISVILLE

JEFFERSON COUNTY

Clerk of the Board of Aldermen

Clerk of Jefferson County

President, Board of Aldermen

Date passed by the Board of Aldermen

Date passed by Fiscal Court

**Mayor
City of Louisville**

**County/Judge Executive
Jefferson County**

Date signed by Mayor

Date signed by County/Judge Executive

Approved as to form:

Approved as to form:

**William C. Stone
Director of Law**

**Mike Conliffe
Jefferson County Attorney**

BE/be::1200518

RESOLUTION NO. _____, SERIES 1998

A JOINT RESOLUTION OF THE CITY OF
LOUISVILLE AND JEFFERSON COUNTY
RESPONDING TO THE ANNEXATION PROPOSAL
SUBMITTED BY THE CITY OF ST. REGIS PARK

Sponsored By: _____

WHEREAS, the City of St. Regis Park has submitted a proposal to annex certain property subject to approval of Jefferson County and the City of Louisville under the renewal of the Compact; and

WHEREAS, the annexation proposal submitted by the City of St. Regis Park seems to comply with the guidelines of the Compact renewal;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF LOUISVILLE, KENTUCKY, AND BY THE FISCAL COURT OF JEFFERSON COUNTY, KENTUCKY:

SECTION 1. That, contingent upon receipt of the following corrected documentation, the annexation proposal of the City of St. Regis Park is approved:

1. The notarized statements of all property owners within the area to be annexed consenting to the annexation.
2. A field survey, prepared by a licensed Professional Land Surveyor of the area(s) proposed to be annexed to the City of St. Regis Park.
3. A copy of the City of St. Regis Park's incorporation papers and any annexations which took place prior to 1986.

SECTION 2. That this Joint Resolution shall take effect upon its passage and approval by both the City of Louisville and Jefferson County.

CITY OF LOUISVILLE

JEFFERSON COUNTY

Clerk of the Board of Aldermen

Clerk of Jefferson County

President, Board of Aldermen

Date passed by the Board of Aldermen

Date passed by Fiscal Court

**Mayor
City of Louisville**

**County/Judge Executive
Jefferson County**

Date signed by Mayor

Date signed by County/Judge Executive

Approved as to form:

Approved as to form:

**William C. Stone
Director of Law**

**Mike Conliffe
Jefferson County Attorney**

BE/be::1200522

Draft - 2

AGREEMENT

PSC-99- _____

THIS PROFESSIONAL SERVICE AGREEMENT, made and entered into by and among the **CITY OF LOUISVILLE** and the **COMMONWEALTH OF KENTUCKY, COUNTY OF JEFFERSON**, herein referred to as "**CITY and COUNTY**" and **GREATER LOUISVILLE, INC.**, 600 West Main Street, Louisville, Kentucky 40202, herein referred to as "**GREATER LOUISVILLE**",

WITNESSETH:

WHEREAS, the City and County are in need of certain professional services with respect to business promotion, retention and attraction; and

WHEREAS, Greater Louisville has been determined by the City and County to have the necessary experience, expertise and qualifications to provide those services.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

I. SCOPE OF PROFESSIONAL SERVICES

A. Greater Louisville shall, at the request of the City and County, by and through the office of the County Judge Executive, provide services under the terms of this professional agreement. Greater Louisville's work product shall be reviewed periodically by the City and County for purposes of insuring that the services provided are within the scope of this Agreement.

B. Greater Louisville, while performing the services rendered pursuant to this Agreement, may incidental thereto utilize agents or employees of Greater Louisville. However, such use must be documented in the monthly invoice submitted for those services rendered.

C. If from time to time Greater Louisville needs to utilize the records or personnel of the City and County relative to performing the services required of this Agreement, then Greater Louisville shall notify the proper agent of the City and County of this need and arrangements may be made for that contingency. However, at no time shall the City and County make available their resources without the full consent and understandings of both parties.

D. Greater Louisville, on behalf of the City and County, shall undertake the following described activities for the purpose of promoting Jefferson County as an attractive business environment, attracting new businesses to Jefferson County and retaining existing businesses in Jefferson County. In order to accomplish the goals described above, Greater Louisville agrees to undertake the following activities and programs during the term of this Agreement as follows:

- (1) Undertake various programs designed to attract new businesses to Jefferson County, similar to the services performed historically by the Greater Louisville Partnership, as more particularly described in Exhibit A attached hereto ("Business Attraction Activities");
- (2) Implement the entrepreneurial program to develop business skills as more particularly described in Exhibit B ("Entrepreneurial Program");
- (3) Undertake various programs designed to retain businesses within Jefferson and to encourage and assist their growth and expansion as more particularly described in Exhibit C ("Business Retention Activities").

E. Greater Louisville, no less than quarterly, and more frequently if requested by the City and County, shall submit detailed financial and progress reports describing the various programs, the activities being undertaken and the results obtained from such programs and activities.

F. Greater Louisville agrees to perform the services required pursuant to this Agreement in accordance with the provisions of paragraph D of this Section and the attached exhibits and to not materially deviate from such provisions without the prior written approval of the City and County.

II. FEES AND COMPENSATION

A. Greater Louisville shall receive compensation in consideration of performing the services required under Section I of this Agreement as follows:

- (1) \$500,000.00 shall be payable to Greater Louisville for performance of the Business Attraction Activities;

- (2) \$200,000.00 shall be payable to Greater Louisville for implementing the Entrepreneurial Program;
- (3) \$727,000.00 shall be payable to Greater Louisville for performance of the Business Retention Activities except that such sum shall be reduced by any (i) direct employee cost incurred by any current employee of the City and County's Office of Economic Development, Business Services Unit in connection with such activities through December 31, 1998, and (ii) rent payments or purchase payments owed to the City by Greater Louisville resulting from its use of City-owned office space in the 600 W. Main Building.

B. The above amounts represent the total compensation payable Greater Louisville and the City and County shall have no additional obligations to Greater Louisville for any additional costs incurred by Greater Louisville for the performance of services pursuant to this Agreement.

C. Payment by the City and County to Greater Louisville for services performed pursuant to this Agreement shall be made as follows:

- (1) Payment for the Business Attraction Activities shall be made in four equal quarterly installments of \$125,000.00 each, payable on July 1, 1998, October 1, 1998, January 1, 1999 and April 1, 1999;
- (2) Payment for the Entrepreneurial Program shall be made in four equal quarterly installments of \$50,000.00 each payable on the same dates as in paragraph C(1);
- (3) Payment for the Business Retention Activities shall be made monthly in equal installments of \$60,583.00, reduced by any direct expenses incurred by the City and County as provided in paragraph A(4) of this Section in the preceding month. The first monthly payment shall be payable July 1, 1998 and each subsequent payment shall be payable on the first of each month.

D. The City agrees to pay 50% of the Fees and Compensation payable Greater Louisville and the County agrees to pay 50% of the Fees and Compensation payable Greater Louisville. The County shall be responsible for making the payments to Greater Louisville in accordance with paragraph C of this Section. The City shall pay to the County its share of each

payment less all monthly payroll or rent or purchase payment deductions no later than five (5) days prior to the date each payment is due and payable to Greater Louisville.

E. In addition to the Fees and Compensation payable to Greater Louisville as provided above, the City and County agree to make available to Greater Louisville, at no cost, all office equipment and furnishings currently used by the Business Support Unit of the Office for Economic Development during the term of this Agreement. All such equipment and furnishings shall remain the property of the City and County and shall be returned to the City and County upon the termination of this Agreement in the same condition as received by Greater Louisville, ordinary wear and tear excepted. No equipment or furnishings loaned to Greater Louisville shall be disposed of without prior approval of the City and County.

III. DURATION

A. This is a professional service contract which shall begin on the 1st day of July, 1998 and shall continue through and including the 30th day of June, 1999.

B. This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate.

C. In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement.

IV. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this agreement nor does it cause Greater Louisville to be an officer or official of the City and County. By executing this agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

V. ORDINANCE COMPLIANCE

It is hereby understood that the parties are bound by the provisions of Chapter 37 of the Louisville Code of Ordinances as it applies to professionals. Chapter 37 of the Louisville Code of Ordinances is expressly incorporated herein.

VI. RECORDS-AUDIT

Greater Louisville shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Greater Louisville's costs which are chargeable to the City and County under this Agreement; and the City and County shall have the right, 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. The records to be thus maintained and retained by Greater Louisville shall include (without limitation): (a) payroll records accounting for total time distribution of Greater Louisville's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as cancelled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Greater Louisville's stores stock or capital items; and (c) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

VII. HOLD HARMLESS CLAUSE

Greater Louisville shall indemnify and hold harmless the City of Louisville, Jefferson County, their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting from the performance of the contract provided that such claim, damage, loss or expense (1) is attributable to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss of use resulting therefrom, and/or breach of contract, and (2) is not caused by any negligent act or omission or willful misconduct of the City or County or their employees acting within the scope of their employment.

VIII. INSURANCE REQUIREMENTS

Insurance coverage shall be required of Greater Louisville in accordance with Schedule B attached hereto.

IX. NOTICES

All notices, demands, requests or other communications required or permitted to be made pursuant to, under, or by virtue of this Agreement, shall be in writing and unless and until otherwise specified in a written notice by the party to whom notice is intended to be given, shall be in writing and unless and until otherwise specified in a written notice by the party to whom notice is intended to be given, shall be sent to the parties at the following respective addresses:

If to Greater Louisville:

Greater Louisville, Inc.
600 West Main Street
Louisville, KY 40202
Attn: _____

If to City and County:

Jefferson County
Office of the County Judge/Executive
527 West Jefferson Street, Suite 400
Louisville, KY 40202
Attn: _____

with copy to:

City of Louisville
Director of Law
601 West Jefferson Street
Room 200
Louisville, KY 40202

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

APPROVED AS TO FORM:

CITY OF LOUISVILLE

WILLIAM C. STONE
DIRECTOR OF LAW

JERRY E. ABRAMSON, MAYOR

Date: _____

Date: _____

BOARD OF ALDERMEN

GREATER LOUISVILLE, INC.

By: _____

By: _____

Date: _____

Title: _____

RES. NO. _____, SERIES 1998

Date: _____

Taxpayer Identification No. (TIN):

Louisville/Jefferson County
Revenue Commission Account
No.: _____

PSC-GL(JDM)

The Filson Historical Society

RECEIVED

NOV 16 1998



File

Compact

JERRY E. ABRAMSON
MAYOR

City of Louisville

DEPARTMENT OF LAW

Room 200, City Hall • Louisville, KY 40202-2771
(502) 574-3511 • FAX (502) 574-4215



WILLIAM C. STONE
DIRECTOR OF LAW

November 10, 1998

Ms. Jamie Young, Esq.
County Judge/Executive's Office
527 West Jefferson Street
Suite 400
Louisville, KY 40202

RE: Cooperative Compact

Dear Ms. Young:

Please find enclosed an executed copy of the Cooperative Compact Agreement including the Attorney General's signature.

Sincerely yours,

Barbara E. Elliott

Barbara E. Elliott
Senior Attorney

The Filson Historical Society

FYI: 11/16/98

- DLA
- CBT
- Scott Lilly

8895

*I've given original to Fiscal Court Clerk.
Jamie Young*

An Equal Opportunity Employer

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LOUISVILLE AND JEFFERSON COUNTY COOPERATIVE COMPACT

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SECTION 1. OCCUPATIONAL LICENSE FEES.

(A) Occupational license fees collected by the City and the County shall be divided between the City and the County in accordance with the formula established in KRS 79.325 and as set forth in division (C) below.

(B) As used in Section 1 of this Cooperative Compact, the words are defined as follows unless the context otherwise requires:

(1) "BASE YEAR COLLECTIONS" means the amount of combined collections received by the City and the County in calendar year 1985.

(2) "COLLECTIONS" means the sums received (excluding penalties and interest) by the City and the County in a calendar year from its occupational license fee levy.

(3) "COMBINED INFLATION-ADJUSTED BASE" means the base year collections of the City and the County adjusted by the increase or decrease in the consumer price index by using 1985 as the base year. Each year the combined inflation-adjusted base shall be computed by multiplying the consumer price index in December of that year by base year collections and dividing the product by the December 1985 consumer price index.

(4) "CONSUMER PRICE INDEX" means the index for all urban consumers as published by the United States Department of Labor, Bureau of Labor Statistics.

(5) **"OCCUPATIONAL LICENSE FEES"** means the license fees levied upon wages and net profits by the City pursuant to KRS 91.200 and by the County pursuant to KRS 68.180, but shall not include occupational license fees imposed for educational purposes pursuant to KRS Chapter 160, for mass transportation programs pursuant to KRS 96A.310 - 96A.370, or license fees or taxes on insurance premiums for the privilege of engaging in the business of insurance.

(C) During the Cooperative Compact, the Louisville/Jefferson County Revenue Commission of the City shall calculate the distribution of the combined collections from the occupational license fees in accordance with the formula established by this division (C) instead of in accordance within which jurisdiction the situs of the person or business subject to the tax is located. This section shall not change the manner in which such license fees are levied or collected by the City and County and the fees therefor, but merely directs that the combined collections from such license fees be apportioned between the City and the County to reflect the sharing of responsibilities and obligations agreed to by the City and the County in this Cooperative Compact.

(1) If combined collections from occupational license fees in any calendar year are less than or equal to the base year collections, 58.735% of such combined collections shall be apportioned to the City and 41.265% of such combined collections shall be apportioned to the County.

(2) If combined collections are greater than the base year collections but less than the combined inflation-adjusted base, the amount equal to the base year collections shall be divided between the City and County in accordance with division (C)(1) above, and the remainder of combined collections shall be divided so that the City shall be apportioned 59.7% of such remainder and the County shall be apportioned 40.3% of such remainder.

(3) If combined collections in any calendar year exceed the combined inflation-adjusted base, the amount of combined collections equal to the combined inflation-adjusted base shall be divided between the City and the County in accordance with division (C)(2) above, 10% of the combined collections in excess of the combined inflation-adjusted base shall be apportioned in accordance with division (C)(4) below, and the remaining 90% shall be apportioned so that 57.2% of the remainder shall be apportioned to the City and 42.8% of the remainder shall be apportioned to the County.

(4) 10% of the combined collections in excess of the combined inflation-adjusted base shall be apportioned to the City or the County in accordance within which jurisdiction the growth in combined collections occurred. If the increase in combined collections is attributable to increased collections in both jurisdictions, the City and the County shall each be apportioned a percentage of the 10% equal to the percentage of the increase in combined collections that is attributable to the increase in collections in its jurisdiction.

(5) The Louisville/Jefferson County Revenue Commission may establish administrative regulations to be used to apportion collections. Such administrative regulations must be approved by the Board of Aldermen and Fiscal Court prior to their implementation.

(6) Penalties and interest will be distributed to the City and County for the duration of this Cooperative Compact in the same manner as such receipts were distributed prior to the effective date of this Cooperative Compact.

(D) The City and County recognize the basis for this Cooperative Compact is the sharing of current and future occupational tax revenue for the purpose of providing County-wide services to the citizens of the City and County. The City and County further recognize that any unilateral, voluntary reduction of such occupational tax revenue violates the spirit of this Cooperative Compact. Therefore, if:

(1) Either the City or the County lowers its occupational tax rate or changes the occupational tax base without the concurrence of the other entity;

(2) The County contracts with a City of the second through sixth class to credit such a City's license fee against the County's license fee as provided for in KRS 68.190 without concurrence of the City on such a contract; or

(3) Either the City or the County contracts with an agency pursuant to KRS 99.761, which authorizes tax increment financing, for the release of occupational tax without the concurrence of the other entity; during the term of this Cooperative Compact, then the entity that reduces such occupational tax revenues shall compensate the other entity for such reduction. Concurrence required by this section shall be by formal action of the Mayor and Board of Aldermen on behalf of the City and Fiscal Court on behalf of the County.

SECTION 2. ANNEXATION.

The City Board of Aldermen and the County Fiscal Court, each having independently considered the complex issues involving annexations by cities of all classes in the County, and each body having examined the problems which exist as a result of the City's commitment not to annex during the term of this Cooperative Compact, do find, as matters of legislative fact, that:

(A) Government reorganization has been twice considered and rejected by the voters of the County. It is thus apparent that long and careful study of the entire question of how best to provide the services of local government in the County is necessary. This Cooperative Compact, which has been in effect since July 1, 1986, and which is to remain in effect for the next 10 years, will facilitate this consideration by stabilizing the boundaries of the City and the unincorporated area of the County during the time public officials of both the City and County are examining the best way to provide local government services as we approach the 21st century.

(B) During the period the Compact is in effect, the County realizes that the City will continue to have under consideration as one alternative the continuation of the annexations now being proposed by the City. The City, however, agrees simultaneously to consider other alternatives to annexation and as a result the term of this Cooperative Compact is not intended to and shall not in any way adversely impact the City's annexation priorities. Therefore, the City and the County agree as follows:

(1) Once an ordinance stating the intention of the City to annex an area has been given its first reading or enacted by the Board of Aldermen, no part of such area may be incorporated or be annexed by another City, unless such incorporation or annexation is pending at the time the ordinance is given its first reading, until the annexation proposal by the City is defeated pursuant to divisions (E) and (F) below or until the ordinance is withdrawn or repealed or amended as to the area to be annexed pursuant to subsection (B)(6) of this section.

(2) This division (B) shall apply to any proposing ordinance which has had a first reading or has been enacted as of January 1, 1986.

(3) Notwithstanding anything to the contrary in this division (B)(3), any annexation by a City other than Louisville, or incorporation prior to January 1, 1986, shall not be nullified by the application of KRS 79.315, 81A.005 and 81A.010; provided, however, the City shall retain its legal annexation priorities which existed on January 1, 1986 to the territory so annexed or incorporated. In fact, the City and County, having fully reviewed and examined the City's proposing ordinances previously of record, and having determined that the City has priority with respect to the remaining unincorporated territory in the County to which it is contiguous, do hereby recognize that this priority shall remain in effect throughout the term of this Cooperative Compact without the need for the City to take any further steps to insure the maintaining of this priority.

(4) The boundaries of the City shall remain as established by law unless changed pursuant to the procedures set forth in this Cooperative Compact.

(5) Upon the termination of this Cooperative Compact, boundary changes shall be governed by the provisions of KRS 81A.010 et seq.

(6) The Board of Aldermen may elect to amend the description of the territory proposed to be annexed under an ordinance stating the intention of the City to annex an area as described in subsection (B)(1) of this section at any time after the effective date of 1998 Kentucky Acts Chapter 104 and prior to September 30, 1998, for the purpose of excluding a specific area or areas from the ordinance in order to permit such areas to be annexed by an abutting City located in the County pursuant to KRS 81A.412. Amendment of the ordinance pursuant to this subsection shall not affect the priority granted such annexation proposal pursuant to subsection (B) of this Section. The Board of Aldermen and Fiscal Court shall, by Resolution, approve requests of suburban cities to pursue specific annexations consistent with this Section prior to the effective date of the renewal of this Cooperative Compact.

(C) Further proliferation of municipalities will make it more difficult and costly to provide services in the County and City. Moreover, the proliferation of government units and the fragmentation of local political leadership retards the prosperity and growth of the City and County. Accordingly, the City and County do hereby agree to fully cooperate in blocking any incorporated City's attempt to annex unincorporated territory within the County and any unincorporated territory's attempt to incorporate as a municipality.

(D) Any annexation of unincorporated territory by the City during the term of this Cooperative Compact shall be pursuant to the procedures established by KRS 81A.005 and KRS 81A.010, as amended by 1998 Kentucky Acts Chapter 104 and as set forth in this Cooperative Compact.

(E) When the City desires to annex unincorporated territory, the Board of Aldermen of the City shall enact an ordinance stating the intention of the City to annex. If an ordinance proposing to annex unincorporated territory has been enacted prior to the effective date of this Cooperative Compact and the ordinance annexing the territory to the City has not been enacted, then in order for the City to annex the territory during the time this Cooperative Compact is in effect, the Board of Aldermen shall re-enact the ordinance only including the same territory as the original ordinance and stating the intention of the City to annex. Such ordinances shall accurately define the boundary of the unincorporated territory proposed to be annexed, and declare it desirable to annex the unincorporated territory.

(F) The Mayor of the City shall deliver a certified copy of the ordinance to the County Clerk of the County in which the territory proposed to be annexed is located, who shall have prepared to be placed before the voters in each precinct embraced in whole or in part within the territory proposed to be annexed the question, "Are you in favor of being annexed to the City of Louisville?" If only a part of any precinct is embraced within the territory proposed to be annexed, only persons who reside within the territory proposed to be annexed shall be permitted to vote. The County Clerk shall cause the sheriff or sheriffs to deliver to the election officers in each precinct in the appropriate counties copies of the ordinance proposing to annex

(1) If more than 50% of those voting on the question approve of the annexation, the Board of Aldermen may proceed to annex the territory. Within 60 days of the certification of the election results in which more than 50% of those voting in the election approved the annexation, the Board of Aldermen may enact an ordinance annexing the territory. Upon enactment of the ordinance the territory shall become part of the City for all purposes; or

(2) If 50% or less of those voting on the question approve the annexation, the ordinance proposing annexation shall become ineffectual for any purpose subject to the provisions of KRS 81A.460.

SECTION 3. BOARDS, COMMISSIONS, AND AGENCIES.

This renewal of the Cooperative Compact represents the continuation of an effort by the City and County and their citizens to provide professional, efficient, equitable representative and accountable services for all residents of the City and County. Joint boards, commissions, and agencies altered by this Cooperative Compact will be part of an organizational chart with clear lines of authority to either the City or the County. The result will be clear policy and fiscal accountability to local government as well as an opportunity for increased coordination of services among the joint boards, commissions, agencies, and local governmental departments. The participation and input by citizens through the advisory entities insures that the boards, commissions, and agencies are invested in, owned by, and are an integral part of the community.

(A) The specific boards, commissions, and agencies hereinafter contained in this Cooperative Compact shall be altered as each specific section details so that the control and responsibility for such board, commission, or agency will hereinafter lie with either the City or the County, or the City and County jointly. Unless amended by this Cooperative Compact, all ordinances or resolutions presently in effect which govern the powers, duties, and responsibilities of the boards, commissions, or agencies hereinafter contained shall remain in full force and effect.

(B) Pursuant to KRS 65.210 et seq., the City and County specifically provide by the provisions of this Cooperative Compact that the powers, privileges, and authorities exercised or capable of being exercised by either the City or the County through the boards, commissions, or agencies hereinafter amended are to be exercised by the board, commission, or agency, or jointly by the City and County, or by either the City or the County acting as agent for the other public body anywhere within the territorial limits of Jefferson County.

(C) In addition to complying with any specific qualification requirements established by statute, ordinance, or resolution, the Mayor and County Judge/Executive, to the extent practicable, when making appointments to joint entities hereinafter contained, shall take into account the demographic characteristics of the City and the County, including, but not limited to, race, sex, geographical location, expertise, and diversity appropriate and relevant to the purpose of the specific entity.

SECTION 4. PROVISIONS AFFECTING TRANSITION.

(A) All employees transferred by this Cooperative Compact from employment by the City, the County, or a board, commission, or agency to employment with a different entity shall carry over all accumulated benefits into the new employment. This includes, and is limited to, the carry-over of accumulated sick leave, vacation, compensatory time, seniority, or any other accumulated benefit regardless of whether the employment to which the employee is transferred allows such accumulation. The use of such accumulated benefit shall be in accordance with the regulations of the entity to which the employee is transferred. After such transfer employees shall be entitled to receive only those benefits provided by the employing entity to its employees.

(B) Notwithstanding the provisions hereinafter exempting the employees of certain transitioned entities from the City's residency ordinance (specifically the sections concerning Human Relations, Zoo, Disaster and Emergency Services, Library, and Parks), an individual employee who, because of a change in status, is no longer an officer, employee, or on the staff devoted solely to the support of that exempted entity shall be subject to the City's residency ordinance. If the employee is not a City resident, the employee shall be required to move into the City at the time the employee changes residence.

(C) Any cause of action which arose during the operation of a board, commission, agency, or department as a joint City and County entity changed by this Cooperative Compact to either a City or County board, commission, agency, or department which results in an adverse judgment shall be deemed

the joint and several liability of both the City and the County regardless of which government is transferred the fiscal responsibility of the former joint entity by this Cooperative Compact. Representation of all legal actions pending at the effective date of this Cooperative Compact will continue to be the responsibility of the governing entity presently providing representation.

(D) Assets being used by a board, commission, or agency affected by this Cooperative Compact, regardless of ownership, shall continue to be used for the benefit of the board, commission, or agency unless this Cooperative Compact specifically provides otherwise. During the term of this Cooperative Compact, if any assets are no longer needed by a board, commission, or agency, then such assets shall be returned to the parties according to the contribution of the parties toward the asset. Transfer of ownership of such assets when necessary for such purposes as insurance coverage, repair, or replacement, and the like shall be negotiated by the City and County on a case-by-case basis. Such assets include, but are not limited to, self-insurance trust funds, reserve accounts, lapsed funds, personal property, and real property.

(E) The City and County by the actions taken under this Cooperative Compact do not abrogate any governmental immunities which are established by operation of law.

SECTION 5. GUIDELINES FOR EXECUTIVE DIRECTORS.

(A) All directors of departments, boards, commissions, or agencies in this Cooperative Compact which are to be appointed either jointly or separately by the Mayor, and the County Judge/Executive with the approval of Fiscal Court, shall be selected on the basis of professional personnel policies in the areas of recruitment, screening, and the setting of minimum qualifications which are currently in use by the City and County.

(B) Realistic minimum requirements that are predictive of success in the performance of the job shall be established and followed. Qualifications commonly required of employees or directors in all places of employment shall be understood to be implied. The qualifications include, but are not limited to, professional experience and accepted professional standards in the field or a related field.

(C) The Mayor and the County Judge/Executive, when appointing an Executive Director either jointly or separately, shall seek the advice of or consult with the board, commission, agency, or authority affected thereby.

SECTION 6. AIR POLLUTION CONTROL DISTRICT.

(A) Pursuant to KRS 77.065, the County shall provide all staff support, including a Secretary-Treasurer and an Air Pollution Control Officer, to the Air Pollution Control Board through County officers, assistants, clerks, deputies, and employees. The staff of the Air Pollution Control Board, including the Secretary-Treasurer and the Air Pollution Control Officer, shall be deemed County employees and shall be subject to the control of Fiscal Court. The employees of the Air Pollution Control District shall remain in the service of the County government as provided in the original Cooperative Compact, provided that all such employees who are in the classified service at such time shall be continued in a classified service administered by County government.

(B) Pursuant to KRS 77.070, the Air Pollution Control Board shall consist of seven members, four of whom shall be appointed by the County Judge/Executive with the approval of Fiscal Court and three of whom shall be appointed by the Mayor, with the approval of the Board of Aldermen. The terms of such members shall be three years, and until their successors are appointed and qualified.

(C) Pursuant to the provisions of KRS 77.125, the County shall continue to assume full funding responsibility, administrative responsibility, and fiscal control for the Air Pollution Control District during the

term of this Cooperative Compact. All functions, obligations, powers, and duties now vested in the Air Pollution Control District shall continue to be vested in the district.

(D) Pursuant to KRS 77.070(4), no more than two of the appointments of either the Mayor or the County Judge/Executive shall be of the same political party affiliation.

(E) This section supersedes and replaces City Codified General Ordinance Section 33.010 concerning the Air Pollution Control Board.

SECTION 7. BOARD OF HEALTH.

(A) Pursuant to KRS 212.350, the County shall continue to provide all staff support, including a Director of Health, to the Board of Health through County officers, assistants, clerks, deputies, and employees. All officers, employees, and staff of the Board of Health and the Department of Health shall continue to be deemed County employees and shall be subject to the control of Fiscal Court. As under the original Cooperative Compact, the officers, employees, and staff of the Board of Health and the Department of Health shall continue to be in the service of County government, provided that all such employees who at such time are in the classified service shall be continued in a classified service administered by County government. All functions, obligations, powers, and duties now vested in the Board of Health shall continue to be vested in the Board unless changed by ordinance of Fiscal Court.

(B) Pursuant to KRS 212.380, the Board of Health shall be composed of ten members, two of whom shall be the Mayor and the County Judge/Executive as members ex officio, four of whom shall be appointed by the Mayor, and four of whom shall be appointed by the County Judge/Executive with the approval of Fiscal Court. The terms of the members on the Board shall be for three years and until their successors are appointed and qualified. The terms of the members serving on the Board of Health were adjusted by separate action of the Mayor and the County Judge/Executive with the approval of Fiscal Court.

(C) Pursuant to the provisions of KRS 212.470, the County shall continue to assume full funding responsibility, administrative responsibility, and fiscal control for the Board of Health, with the exception of the Family Health Center of Portland and the Family Health Center of Shelby during the term of this Cooperative Compact.

(D) All provisions of KRS Chapter 212, which direct the operation of a Board of Health, shall continue to govern the operation of the Board of Health unless a change is specifically enumerated within this Cooperative Compact.

(E) (1) The Family Health Centers were incorporated into a Chapter 58 Corporation on behalf of the Board of Health. The employees of the Centers were transferred to the services of the Corporation provided that all such employees who at the time of the transfer are in the classified services have been continued in a classified service within the jurisdiction of the Louisville Civil Service Board under KRS 90.210. At such time as may be possible the employees shall be transferred to a County-wide ambulatory care service. All assets of the centers shall remain assets of the Board of Health or the Board of Governors as the case may be.

(2) The corporation shall honor all current Agreements between the Board of Health and the Board of Governors as to the operation of the centers unless it conflicts with the provisions in this section. This provision includes the several existing co-applicant submissions to federal and private funding agencies.

(F) The Self-Insurance Trust Fund of the Board of Health shall be maintained status quo by the Board of Health and the Trust Fund shall indemnify those employees of City and County government performing the duties previously undertaken by Board of Health employees as well as claims against the Family Health Centers and its employees which would have been covered prior to its incorporation.

(G) This section supersedes and replaces City Codified General Ordinance Section 33.050 concerning the Board of Health.

SECTION 8. HUMAN RELATIONS COMMISSION.

(A) There is hereby continued by joint action of the City and the County the Louisville-Jefferson County Human Relations Commission. This Cooperative Compact has the force of law as supported and defined in KRS 65.240 (1964), the Kentucky Civil Rights Act KRS Ch. 344, and the Federal Civil Rights Act of 1964 (78 Stat. 241), and other applicable City and County ordinances and resolutions, and they provide for execution within the City and County of the policies embodied in these laws in order to safeguard all individuals within the City and County from discrimination because of race, color, religion, national origin, handicap, sex, ancestry, age, or place of birth.

(B) The Commission shall be composed of 21 members who shall be appointed as follows: 12 shall be appointed by the City Mayor with the approval of the Board of Aldermen and such members shall reside in the City, and no more than one member shall reside within each Ward of the City; nine shall be appointed by the County Judge/Executive with the approval of Fiscal Court and such members shall reside in the County.

(1) The members so appointed shall include persons who are representative of the several social, economic, cultural, ethnic, and racial groups which comprise the population of the City and County. No elected or appointed official may be a member of the Commission.

(2) The terms of the members of the Commission shall be for three years and until their successors are appointed and qualified. Upon the effective date of this Cooperative Compact, the terms of the members serving on the Human Relations Commission shall be as presently designated.

(3) Members shall serve without compensation, but subject to the approval of the Commission and within the limits imposed by the budget, they shall be allowed the necessary expenses attendant upon their duties.

(4) When a vacancy occurs on the Commission other than as a result of the expiration of the term of appointment, the appointing authority shall have the right to fill that vacancy for the unexpired term. Commission members who are the City's delegates shall be appointed by the Mayor; Commission members who are the County's delegates shall be appointed by the County Judge/Executive with the approval of Fiscal Court. Members are subject to removal by the appointing authority at the discretion of the appointing authority. Members shall be eligible for reappointment for additional terms.

(5) The Mayor and the County Judge/Executive shall jointly appoint one of the members of the Commission as Chairperson, who shall serve as Chairperson at their pleasure.

(6) The Commission shall elect a Vice Chairperson to preside at meetings and expedite the work of the Commission as needed in the absence of the Chairperson. The Commission may establish an Executive Committee and elect thereto three other members in addition to the above-named officers with powers to act between monthly meetings of the Commission unless the business at hand is of such nature as to require a majority vote of the Commission. The Chairperson of the Commission shall appoint such committees as the rules of the Commission shall provide and such other special committees from time to time as the Commission may deem necessary in order to carry out the purpose of this section.

(7) The Commission shall meet as often as it deems necessary, but shall not meet less than once each month.

(8) A quorum shall consist of the majority of the members, appointed to and serving on the Commission and shall not include any vacant positions.

(C) (1) The Commission shall endeavor to promote and secure mutual understanding and respect among all economic, social, religious, ethnic, and social groups in the metropolitan area of the City and County, and shall act as conciliator in controversies involving intergroup and interracial relations. The Commission shall cooperate with federal, state, and other City and County agencies in efforts to develop harmonious intergroup and interracial relations, and shall endeavor to enlist the support of civic, religious, labor, industrial, and commercial groups, and civic leaders dedicated to the improvement of human relations and elimination of discriminatory practices.

(2) The Commission may recommend to the Mayor and the Board of Aldermen and to the County Judge/Executive and the Fiscal Court such legislation as may be necessary to accomplish the purpose of this Agreement.

(3) The Commission shall submit an annual report as of July 1 of each year to the Mayor and the Board of Aldermen.

(4) The Commission shall receive complaints, conduct investigations, hold hearings, make studies, and have such studies made as will enable the Commission to carry out the purposes of this Agreement and the Kentucky Civil Rights Act.

(D) The Commission is authorized to:

(1) Receive, initiate, investigate, hear, and determine charges of violations of ordinances, orders, or resolutions forbidding discrimination adopted by the City or County;

(2) Compel the attendance of witnesses and the production of evidence before it by subpoena issued by the circuit court of the County;

(3) Issue remedial orders, after notice and hearing, requiring cessation of violations;

(4) Issue such affirmative orders as in the judgment of the Commission will carry out the purposes of this Agreement. Affirmative action measures which may be ordered include but are not limited to:

(a) Hiring, reinstatement, or upgrading of employees with or without back pay. Interim earnings or amounts earnable with reasonable diligence by the person or persons discriminated against shall operate to reduce the back pay otherwise allowable;

(b) Admission or restoration of individuals to union membership, admission to or participation in a guidance program, apprenticeship training program, on-the-job training program, or other occupational training or retraining program, and the utilization of objective criteria in the admission of individuals to such programs;

(c) Admission of individuals to a place of public accommodation, resort, or amusement;

(d) The extension to all individuals of the full and equal enjoyment of the advantages, facilities, privileges, and service of the respondent;

(e) Reporting as to the manner of compliance;

(f) Posting notices in conspicuous places in the respondent's place of business in the form prescribed by the Commission; and

(g) The Commission may publish or cause to be published the names of persons who have been determined to have engaged in an unlawful practice.

(5) Accept grants, gifts, or bequests, public or private, to help finance its activities;

(6) The meetings of the Commission shall be open or closed to the public as it may deem best in its discretion and subject to the State Open Meetings Statute.

(E) (1) The City shall continue to assume full funding responsibility, administrative responsibility, and fiscal control of the Human Relations Commission during the term of this Cooperative Compact.

(2) The City shall continue to provide all staff support, including an Executive Director, to the Commission through City officers, assistants, clerks, deputies, and employees. All officers, employees, and staff of the Commission shall be deemed City employees and shall be subject to the control of the Mayor. The officers, employees, and staff of the Commission shall be in the service of City government. All functions, obligations, powers, and duties now vested in the Commission shall continue to be vested in the Commission unless changed by ordinance of the Board of Aldermen or Fiscal Court; provided, however, the officers, employees, and staff of the City devoted solely to the support of the Commission shall not be subject to the City's residency ordinance but shall be guided by the County's residency ordinance, Ordinance No. 24, 1997. This exemption applies to all current and future staff of the Commission and is in recognition of the Countywide responsibility assigned to the Commission under this Cooperative Compact.

(3) The Mayor may appoint an Executive Director. The Executive Director shall be a person with training and experience in intergroup and interracial relations. The Executive Director shall coordinate the activities of the Commission and its staff.

(4) The Executive Director shall prepare annually a budget for the ensuing fiscal year and shall submit such budget to the Mayor and to the Board of Aldermen for their approval. Such budget shall be prepared and submitted in the same manner prescribed for other City departments.

(F) (1) All property owned by the Commission, the City, or the County at the commencement of this Agreement shall remain the property of the Commission, the City, or the County as the case may be, although it is the intention of the parties to this Agreement that this property shall be under the control of the City to be used for the Commission's operation.

(2) Any assets acquired subsequent to the execution of this Agreement for the use of the Commission, not otherwise disposed of under division (F)(1) above, shall be divided between the parties, or the proceeds of any sales thereof, in the same proportion as any appropriations made by the City and the County to the Commission for operating expenses since the execution of this Agreement.

(G) If any provisions of this Agreement or application of provisions shall be held invalid, the remainder of the Agreement or the application of such provision to persons or circumstances other than those as to which it shall have been held to be invalid, shall not be affected thereby.

(H) This section supersedes and replaces the interlocal Agreement entered into by the City and County to create a Human Relations Commission on December 22, 1966, and recorded in Miscellaneous Records Book 103, Page Number 377 of the County Clerk and any other Agreement or enactment of the City and County that created a Human Relations Commission. (County Resolution enacted December 6, 1966; City Codified General Ordinance Sections 33.050 - 33.070).

SECTION 9. PLANNING COMMISSION AND BOARDS OF ZONING.

(A) There is hereby continued by joint action of the City and the County the Louisville and Jefferson County Planning Commission.

(B) (1) The Planning Commission shall be composed of ten members and shall include three members who are residents of the County outside the City, appointed by the County Judge/Executive subject to the approval of the Fiscal Court; three members who are residents of the City, appointed by the Mayor, subject to the approval of the Board of Aldermen; and the Mayor, the County Judge/Executive, the City Director of Works, and the County Road Engineer.

(2) The term of office of all elected public officials shall be the same as their official tenure in office. Other public officials shall serve until their successors are appointed and qualified.

(3) Pursuant to KRS 100.157, The terms of the appointed members of the Commission shall be for three years and until their successors are appointed and qualified.

(4) All members shall be reimbursed for any necessary authorized expenses, and citizen members shall receive additional compensation of \$50 for each Commission meeting attended, but no such member shall be paid more than \$1,500 during any fiscal year of the Commission nor for more than 30 meetings attended during any fiscal year.

(5) Five members of the Commission shall constitute a quorum for the transaction of business.

(C) The County shall continue to assume full funding responsibility, administrative responsibility, and fiscal control of the Planning Commission during the term of this Cooperative Compact. The County shall be responsible only for the funding of the regulatory zoning functions; advanced planning, special plans, and studies commissioned separately by either the City or the County must be paid by the commissioning entity.

(D) The County shall continue to provide all staff support, including a Director, to the Planning Commission through County officers, assistants, clerks, deputies, and employees. All officers, employees, and staff of the Planning Commission shall be deemed County employees and shall be subject to the control of Fiscal Court. The officers, employees, and staff of the Planning Commission shall be in the service of County government; provided that all such employees who at such time are in the classified service shall be continued in a classified service administered by County government. All functions, obligations, powers, and duties now vested in the Planning Commission shall continue to be vested in the Commission unless as allowed by law they are changed by ordinance of the Fiscal Court and Board of Aldermen.

(E) Effective July 31, 1986, the Louisville and Jefferson County Board of Zoning Adjustment was dissolved. The City and the County have established such board or boards to replace the dissolved Board of Zoning Adjustment in accordance with KRS Ch. 100. All powers, rights, and obligations relating to the existing Louisville and Jefferson County Board of Zoning Adjustment or relating to any matter under its jurisdiction shall remain unchanged and shall relate to the new Board of Adjustment having geographical jurisdiction. The County shall continue to provide staff support to the Board of Zoning Adjustment created in this section through the staff of the Planning Commission.

(F) All existing planning, zoning, and subdivision regulations are hereby readopted, affirmed, and ratified to the extent necessary to keep them in full force and effect. The Planning Commission is hereby authorized and empowered to continue to operate under those existing regulations until superseded by new regulations.

(G) All other details which are necessary for the establishment and administration of the Commission, for the preparation of plans, and for the aids to help implement the plans, shall be as provided by law.

(H) This section supersedes and replaces any other Agreement or enactment of the City and the County that created a Louisville and Jefferson County Planning Commission or a Louisville and Jefferson County Board of Zoning Adjustment. (County Resolution enacted November 28, 1966 relating to Docket No. 12166; City Codified General Ordinance Sections 33.110 - 33.115)

SECTION 10. ZOO.

(A) The Louisville and Jefferson County Zoological Commission was dissolved as a corporate entity and all assets and liabilities of the Commission were transferred to the City.

(B) The City shall continue to be responsible for maintaining and conducting the operation of the Louisville Zoological Gardens, 1100 Trevillian Way, Louisville, Kentucky. The City shall continue to assume full funding responsibility, administrative responsibility, and fiscal control for the Louisville Zoological Gardens during the term of this Cooperative Compact.

(C) The City shall continue to provide all staff support, including a Director, to the Louisville Zoological Gardens and all staff shall be deemed City employees and shall be subject to the control of the Mayor; provided, however, employees of the City devoted solely to the support of the zoo shall not be subject to the City's residency ordinance but shall be guided by the County's residency ordinance, Ordinance No. 24, Series 1997. This exemption applies to all current and future staff of the zoo and is in recognition of the County-wide responsibility assigned to the zoo under this Cooperative Agreement.

(D) (1) There is established a Zoo Animal Fund to provide money for the purpose of the acquisition and disposition of animals and specific animal programs. The fund shall be comprised of money generated by the sale of animals, animal programs, and donations for the purchase of animals or specific animal programs.

(2) All moneys paid into the fund shall accumulate in the fund until expended at such times and in such amounts as the Director, consistent with this authority and the purpose of the fund herein expressed, may from time to time direct. All moneys in the fund may be invested pursuant to the requirements of KRS 91A.010.

(3) All procurements and distributions under this fund shall be done in accordance with the City's Procurement and Distribution Code as it regulates sole source purchases.

(E) This section supersedes and replaces any other Agreement or enactment of the City and the County that created a Louisville and Jefferson County Zoological Commission.

SECTION 11. CRIME COMMISSION.

(A) There is hereby continued by joint action of the City and County the Louisville-Jefferson County Crime Commission.

(B) (1) The Crime Commission shall be composed of 34 members. The membership of the Commission shall include the following who shall serve by virtue of office:

Mayor of Louisville or designee.

Jefferson County Judge/Executive or designee.

Chief, Louisville Division of Police or designee.

Chief, Jefferson County Police Department or designee.

Secretary, Jefferson County Metropolitan Correctional Services Department or designee.

Secretary, Department for Human Services or designee.

Chief Judge, Jefferson Circuit Court.

Chief Judge, Jefferson District Court.

Jefferson County Commonwealth's Attorney or designee.

Jefferson County Attorney or designee.

Director, Office of Probation and Parole for 30th Judicial District.

Director, Office of Pre-Trial Services for Jefferson County.

Director, Office of Public Defender.

Chair of Jefferson County Juvenile Justice Commission.

Member of Jefferson Fiscal Court.

Chair of Public Health and Safety Committee of the Board of Aldermen.

Chairperson, Jefferson County Legislative Delegation.

Director, Mental Health Association.

Jefferson Circuit Court Clerk.

Jefferson County Sheriff.

Jefferson Circuit and District Court Administrator.

Alcohol, Tobacco and Firearms, U.S. Department of Treasury, Resident Agent in Charge/Designee.

Drug Enforcement Administration, U.S. Department of Justice, Resident Agent in Charge/Designee.

Federal Bureau of Investigation, U.S. Department of Justice, Special Agent in Charge/Designee.

United States Attorney for the Western District of Kentucky/Designee.

(2) In addition, the Mayor, with the approval of the Board of Aldermen, and the County Judge/Executive with the approval of the Fiscal Court shall each appoint four members to the Commission. The County Judge/Executive with the approval of Fiscal Court shall also appoint a member to serve as the Chairman of the Commission; such member shall be a resident of the County.

(3) All appointees of the County Judge/Executive shall be residents of the County. The appointees of the Mayor shall be residents of the City. The appointees shall represent a geographical cross-section of the City and County.

(4) All appointed members of the Commission currently serving shall continue to serve until the expiration of their current term. The term of each subsequent appointment shall be two years. The terms of officials serving by virtue of their office shall expire when they are no longer serving in that official capacity.

(5) Should a vacancy arise, the authority which appointed the member whose office is vacant shall appoint a new member to serve the unexpired term and that new member shall be appointed in the same fashion and shall possess the same qualifications required under this section as the member whose office is vacant.

(C) The duration of this Agreement shall be for the term of this Cooperative Compact. In the event of termination, the unused funds appropriated to the Commission by the City and County shall be returned to the City and County according to the percentage in which those sums had been appropriated by the City and County to the Commission and any assets acquired with the City and County funds subsequent to the execution of this Cooperative Compact for the use of the Commission, shall be divided between the parties, or the proceeds of any sales thereof, in the same proportion as the appropriations made by the City and County to the Commission for such expenses since the effective date of this Cooperative Compact. Federal grant funds or state grant funds acquired for the use of the Commission shall be disposed of as required by state and federal law in the event of termination of this Agreement.

(D) The Commission is authorized through this Agreement to exercise necessary action in order to fulfill the covenants and precepts of this Agreement. In addition the Commission may perform such duties and responsibilities as may be prescribed by Fiscal Court.

(E) The Commission shall organize itself and adopt regulations and rules of procedure not inconsistent with this Agreement or other laws, ordinances, or resolutions of the County or the state. The Commission shall cause its proceedings to be recorded and preserved, and shall, from time to time, but not less than once each calendar year, render a report of its activities to the County, the City, and the public.

(F) The Commission shall have the power to solicit, accept, receive, and administer funds from the United States Government, and state government or its agencies, or any private or public source whatsoever, to carry out its programs, duties, and purposes under this Agreement.

(G) A quorum for the transaction of business of the Commission shall consist of a majority of the official members. Formal action by the Commission shall be by affirmative vote of a simple majority at a meeting at which a quorum is present, and for which reasonable notice was given pursuant to rules of procedure adopted by the Commission.

(H) The general purpose and function of the commission shall include, but not be limited to, the following specific purposes and functions:

(1) To collect and analyze data on the incidence and nature of crime in this community and assess the impact of criminal activities upon the citizens and resources of the City and County.

(2) To evaluate the capacity of criminal justice agencies and, through a careful study of existing laws, practices, and institutions, to recognize their areas of strength and weakness, and to formulate proposals to maintain the former and correct the latter.

(3) To make and publish, from time to time, meaningful, documented, factual recommendations as will be of assistance to all levels and branches of government in meeting its responsibilities in the area of criminal justice and crime prevention.

(4) To responsibly stimulate community interest in the problems of criminal justice and crime prevention.

(5) To develop and recommend to the proper criminal justice authorities programs to reduce crime, and, when possible, to secure and administer state or federal funds for specific projects.

(6) To recognize the authority and responsibility of criminal justice agencies as the proper areas of administration.

(I) The Commission shall meet as often as it deems necessary, but it shall not meet less than six times each year. All meetings shall be open to the public.

(J) The County shall continue to assume full funding responsibility, administrative responsibility, and fiscal control for the Commission during the term of this Cooperative Compact. The County shall provide all staff support, including a Director, to the Commission through County officers, assistants, clerks, deputies, and employees. All officers, employees, and staff of the Commission shall be deemed County employees and shall be subject to the control of Fiscal Court. The officers, employees, and staff of the Commission shall remain in the service of County government.

(K) This section supersedes and replaces the Interlocal Agreement entered into by the City and County to create a commission in January 1985 and recorded in Miscellaneous Records Book 120, Page Number 626 of the County Clerk of Jefferson County and any other Agreement or enactment of the City and County that created a Crime Commission. (County Resolution No. 90, Series 1984; City Codified General Ordinance Sections 33.175 - 33.184).

SECTION 12. MUSEUM.

The Operating Agreement entered into in March 1984 by the City, County, and the Museum of History and Science Foundation has been amended by separate action of the Board of Aldermen and Fiscal Court to reflect the undertaking of the City of all duties and obligations of the County during the term of this Cooperative Compact.

SECTION 13. DISASTER AND EMERGENCY SERVICES.

(A) There is hereby continued by the City and the County of Jefferson the "Louisville and Jefferson County Department of Disaster and Emergency Services", hereinafter called the Department. The Department is to provide for the mobilization, organization, and coordination of the civilian populace and necessary support agencies, both private and public, to prevent or minimize the effects of fire, flood, tornado, other natural or man-caused disasters, enemy attack, sabotage, explosion, power failure, energy shortages, transportation emergencies or other causes, and the threatened or impending happening of the above, and to insure that preparations and response for this community will be adequate to deal with disaster or emergencies or threat of same and to preserve the life and property of the people of this community and to protect the public peace, health, and safety, and to implement and to comply with the provisions of KRS Ch. 39 relating to disaster and emergency services.

(B) The purposes and functions of the Department, as described in division (A) above, shall encompass the following specific purposes and functions:

(1) Organize, administer, and operate a disaster and emergency services agency, subject to the direction and Control of the Mayor within the territorial limits of the County and City and outside of such territorial limits as may be required pursuant to the provisions of KRS Ch. 39.

(2) Establish a disaster and emergency response plan and program that will meet the criteria of the Kentucky State Disaster and Emergency Response Plan.

(3) Establish a Public Safety Answering Point (911) to provide a single telephone number through which citizens of the City and the County may obtain emergency service.

(C) The Department shall be governed and directed in operational matters by a Policy Committee consisting of the Mayor and the County Judge/Executive or their designated representatives.

(D) The Public Safety Answering Point (911) shall be governed by a separate 911 Policy Committee consisting of the Chief, Louisville Division of Police; the Chief, Jefferson County Police Department; the Chief, Louisville Division of Fire; the President, Jefferson County Alliance of Fire Chiefs; the Director, Louisville Emergency Medical Service; the Commander, Jefferson County Emergency Medical Service; a County representative as designated by the County Judge/Executive; and the Louisville and Jefferson County Disaster and Emergency Services Director. The members of the 911 Policy Committee shall select their own chairperson from among the membership of the Committee.

(E) (1) The Department shall be managed and administered by a Disaster and Emergency Service Director who shall be appointed by and serve at the pleasure of the Mayor.

(2) The Director, subject to the approval of the Policy Committee, shall:

(a) Represent the City and County on all matters pertaining to Disaster and Emergency Services.

(b) Coordinate the activities of all City and County officials, departments, agencies, and commissions in the preparation and implementation of emergency preparedness programs.

(c) Develop a City-County Disaster and Emergency Response Plan, which plan shall provide for effective mobilization of all resources of the City and County, both public and private.

(d) During periods of emergency, coordinate the functions of all City and County disaster and emergency services.

(e) During periods of emergency, obtain vital supplier and equipment needed for the protection of life and property.

(f) Conduct an annual survey of the total disaster and emergency response capability of the City and County and submit the results of such survey to the Policy Committee.

(g) Report, on a regular basis, the disaster and emergency service status of the City and County to the Policy Committee.

(h) Assist each department, agency, board, or commission holding disaster and emergency responsibilities to fully understand their respective responsibilities and capabilities in time of emergency.

(i) Assist each department, agency, or commission involved in an emergency in the preparation of an after-action study and report as a method of detecting deficiencies and recommending improvements for future emergencies.

(j) Review annually this section and recommend changes to the Policy Committee to reflect changes in federal and state laws governing disaster and emergency services.

(k) Through public information and education programs, inform the citizens of the City and County of programs for the protection of their persons and property from effects of any future emergencies.

(F) The equipment, supplies, merchandise, contract rights, and property formerly allocated to the Louisville and Jefferson County Department of Disaster and Emergency Services is hereby allocated to the City for the use of the Department.

(G) The employees, equipment, and facilities of all City and County departments, agencies, boards, and commissions, will participate in disaster and emergency services.

(H) The City shall continue to provide all staff support, including a Director, to the Department through City officers, assistants, clerks, deputies, and employees and all such personnel shall be deemed City employees. The Department shall be continued in the City civil-services system. The officers, employees, and staff of the Department who are in the civil service system shall continue to be in the civil service system administered by City government, and further provided that employees of the City devoted solely to the Department shall not be subject to the City's residency ordinance but shall be guided by the County's residency ordinance, Ordinance No. 24, 1997. This exemption applies to all current and future staff of the Department and is in recognition of the County-wide responsibility assigned to the Department and its staff under this Cooperative Agreement.

(I) (1) The City shall continue to assume full funding responsibility, administrative responsibility, and fiscal control for the Department during the term of this Cooperative Compact. However, the new E911 surcharge on telephone bills will be used to finance the E911 system and this will not be within the funding responsibility of the City.

(2) The purchase of equipment, supplies, or installations for the Department, including the area outside of the corporate limits of the City, shall be upon order of the Mayor and shall be paid for exclusively out of City funds.

(3) The cost of the operations of the Department, including but not limited to costs of central staff personnel, equipment, supplies, and overhead expenses not otherwise funded by federal or state grants, shall be paid for by the City.

(J) All federal and state matching funds allocated to the City and County for expenditures for those disaster and emergency services shall stand appropriated to the Department upon receipt of same, and any balance in any civil defense matching fund accounts at the closing of a fiscal year shall stand reappropriated to the Department for the following fiscal year.

(K) The City shall act as fiscal agent for the Department and the Department shall abide by all established rules and procedures of the City as to the receipt, expenditures, and accounting for all funds and property of the Department, subject, however, to any and all requirements of the United States Government and the state that may be applicable thereto.

(L) The Department shall have the power to enter into contracts in the name of the Department as agent for the City and for the County subject to the approvals normally required by the City for contract procedures.

(M) The Department is authorized and directed to use the services of the Louisville and Jefferson County Purchasing Department, the facilities of the General Services Administration of the United

States Government, or other means authorized by law in securing the necessary supplies and equipment to accomplish the purposes for which that Department is formed.

(N) All property, real or personal, tangible or intangible, shall be acquired, held, and disposed of by the Department as agent for the City and County.

(O) The City and County shall have an undivided interest as joint tenants without right of survivorship in all property of any kind whatsoever acquired by the Department as joint property of the City and County. Any such property acquired solely for use within the County or the City shall belong to the City or the County as their interests appear. The portion of the undivided interest of the City and County in such jointly owned property shall be in the same ratio as their respective cumulative appropriations bear to the total appropriations of both to the Department. At the termination of this Agreement or upon a disposition of any property of the Department, the City and County shall divide the Department's property or the proceeds of any sales thereof in accordance with their respective interests established by this Agreement. Nothing in this Agreement shall prevent the Department from leasing or borrowing property to further the purposes of this Agreement.

(P) The Department shall do all things and perform any and all acts which the City and the County, acting through the Policy Committee, may deem necessary to effectuate the purposes for which this Agreement was entered into in accordance with the State Disaster and Emergency Response Plan.

(Q) The Department, subject to the approval of the Policy Committee, is authorized and empowered to make, amend, and rescind such orders, rules, and regulations as may be necessary for disaster and emergency response purposes and to supplement the carrying out of the provisions of KRS Ch. 39. Such orders, rules, and regulations shall not be inconsistent with any orders, rules, or regulations promulgated by the State Governor or by any state agency exercising a power delegated to it by the State Governor. All such orders, rules, and regulations promulgated by the Department shall have the full force and effect of law, when filed in the Office of the Clerk of the County Fiscal Court, and the law enforcement authorities of the City and the County shall enforce such orders, rules, and regulations, all as provided in KRS 39.427.

(R) As required by the provisions of KRS 39.432, no person shall be employed or associated in any capacity with the Department who advocates a change by force or violence in the constitutional form of the government of the United States or in the state or the overthrow of any government in the United States by force or violence, or who has been convicted of or is under indictment or information charging any subversive act against the United States, and each person who is appointed to serve the Department shall, before entering upon his duties, take an oath, in writing, before a person authorized to administer oaths in the state, which oath shall be substantially as set forth in KRS 39.432.

(S) This section supersedes and replaces the Interlocal Agreement entered into by the City and County on July 5, 1984, and recorded in Miscellaneous Records Book 120, Page Number 282 of the County Clerk and any other Agreement or enactment of the City and County that created a Disaster and Emergency Service.

(T) The recommendation of the Director of Disaster Emergency Services for the completion of the County wide siren system will be implemented by the City in the first three (3) fiscal years of the Compact renewal. (County Resolution No. 24, Series 1984; City Codified General Ordinance Sections 35.075 - 35.094).

SECTION 14. TRANSIT AUTHORITY OF RIVER CITY.

(A) Pursuant to KRS 96A.040, the terms of the members on the Transit Authority of River City Board shall be for three years and until their successors are appointed and qualified.

(B) Pursuant to KRS 96A.070, during the term of this Cooperative Compact, the Executive Director and a Secretary-Treasurer or any individual, corporation, or partnership, either by contract or employment, who serves as Executive Director or Secretary-Treasurer in the management of the affairs of the Board, shall be appointed by and serve at the joint pleasure of the Mayor, and the County Judge/Executive with the approval of Fiscal Court pursuant to KRS 67.040.

(C) All provisions of KRS Ch. 96A which direct the operation of a mass transit system shall continue to govern the operation of the Transit Authority of River City unless a change as allowed by law is specifically enumerated within this Cooperative Compact or by subsequent ordinance or resolution of the City or County.

SECTION 15. METROPOLITAN SEWER DISTRICT.

(A) Pursuant to KRS 76.030, the terms of the members of the Metropolitan Sewer District Board shall be for three years and until their successors are appointed and qualified.

(B) Pursuant to KRS 76.060, during the term of this Cooperative Compact, the Executive Director, Secretary-Treasurer, and Chief Engineer of the Metropolitan Sewer District shall be appointed by and serve at the joint pleasure of the Mayor and the County Judge/Executive with the approval of the Fiscal Court pursuant to KRS 67.040.

(C) Pursuant to KRS 76.030(1), no more than three of the Mayor's appointments and two of the County Judge/Executive's appointments to terms beginning after July 15, 1986, shall be of the same political party affiliation.

(D) All provisions of KRS Ch. 76 which direct the operation of the Metropolitan Sewer District shall continue to govern the operation of Metropolitan Sewer District unless a change as allowed by law is specifically enumerated within this Cooperative Compact or by subsequent ordinance or resolution of the City or the County.

SECTION 16. LOUISVILLE FREE PUBLIC LIBRARY.

(A) The Board of Trustees of the Louisville Free Public Library was dissolved as a corporate entity effective December 31, 1986, and all assets and liabilities of the Board of Trustees were transferred to the joint department.

(B) Pursuant to KRS 173.105, during the term of this Cooperative Compact, the City and the County do hereby create a joint City and County department for the purpose of providing a free public library. The library department shall be known as the Louisville Free Public Library.

(C) The City and the County shall provide all staff for the library. The employees of the library shall continue to be covered by the City's classification and compensation ordinance.

(D) The City assumed fiscal agent activities January 1, 1987.

(E) Employees of the library shall have such rights to collectively bargain as are given to other City employees by ordinance. In the event that recognition is granted to a collective bargaining organization, negotiations will be led by the City as fiscal agent and a representative from the County shall also be appointed by the County Judge/Executive to serve on the negotiating team. Any resulting collective bargaining agreement must be passed by the City as fiscal agent.

(F) All current and future employees of the library shall not be guided by the residency ordinance of the City but shall be guided by the County's residency ordinance, Ordinance No. 24, Series 1997.

(G) The Mayor, and the County Judge/Executive with the approval of Fiscal Court pursuant to KRS 67.040, shall jointly appoint a Director of the Library. The Director shall serve at the pleasure of either of the appointing authorities; provided, however, if either of the appointing authorities terminates the Director, the other shall be notified in writing and such termination shall not take effect until 30 days after such notice is given. In the event that the appointing authorities jointly terminate the Director, such termination may take effect immediately. The compensation of the Director shall be fixed by the City as fiscal agent for the Department. The Director is authorized to employ the necessary staff and personnel for the operation of the library subject to available funds.

(H) The operating costs, including all salaries, of the library shall be financed by annual appropriations from both the City and the County. All funding to be provided to the library shall be provided equally by the City and County on a 50-50 basis.

(I) Following the procedures of the City and County for budget preparation, the Mayor and County Judge/Executive shall present to the Fiscal Court and the Board of Aldermen a proposed budget stating the amount of money needed for the next fiscal year. Such funds as are appropriated by the Fiscal Court for the library are to be paid to the City as the fiscal agent for the library, in 12 equal monthly installments. All expenses of the library shall be paid by the City as fiscal agent.

(J) All property owned by either party at or before the effective date of this Cooperative Compact shall remain the property of that party, although it is the intention of the parties that the property shall be under the control of the library to be used in the operation of the library system.

(K) In the event of the dissolution of the library, the unused funds appropriated to the account and any assets not otherwise disposed of by the library shall be returned to the parties according to the percentages in which the sums had been appropriated to the department.

(L) (1) There is hereby continued a Louisville and Jefferson County Library Advisory Commission.

(2) The Commission may adopt by-laws and such other rules and regulations as may be necessary to its operations.

(3) The Commission shall consist of nine members, four of whom shall be appointed by the Mayor; and four of whom shall be appointed by the County Judge/Executive with the approval of Fiscal Court. The Mayor, and County Judge/Executive with the approval of Fiscal Court, shall jointly appoint a ninth member to serve as Chairperson of the Commission. The terms of the members shall be three years. Vacancies shall be filled by the appointing authority for the unexpired portion of the term in accordance with the selection process outlined in this section.

(4) The City and County may, at the request of the Commission, provide such personnel as may be necessary to carry out the purposes of the Commission. These employees shall be under the direction of the Director of the Library.

(5) Each member shall be at least 18 years of age and the Mayor's appointments must reside within the City, and the County Judge/Executive's appointments must reside within the County. No member shall be an employee of the City or County government.

(6) A member of the Commission may be removed by the appointing authority for cause, after a hearing by the appropriate appointing authority, and after at least ten days' notice in writing has been given to the member of the Commission, which notice shall embrace the charges preferred against the person.

(7) A member of the Commission shall be immediately removed from the Commission if the member has missed three consecutive regular meetings of the Commission, without sufficient excuse accepted by the whole Commission.

(8) Members of the Commission shall serve without compensation, but shall be reimbursed for necessary expenses incurred in the performance of their duties subject to available funds.

(9) The Commission shall have sole authority within the funds available for the determination of library materials to be purchased and kept by the library and shall have sole authority for the determination of the expenditures from gifts and grants donated to the library.

(10) At the request of the Mayor or County Judge/Executive, the Commission may make recommendations on other activities of the library. Such recommendations may include:

- (a) An annual evaluation of the Director's performance;
- (b) An annual evaluation of the adequacy of services provided to the community by the library;
- (c) Annual and long-range goals and priorities of the library;
- (d) The establishment of a citizen's complaint procedure; and
- (e) The use and management of volunteers.

(M) This section supersedes and replaces any other Agreement or understanding of the City and County on the operation of the Louisville Free Public Library and City Codified General Ordinance Section 32.055.

SECTION 17. LOUISVILLE AND JEFFERSON COUNTY PARKS DEPARTMENT.

(A) Pursuant to KRS 97.035, during the term of this Cooperative Compact, the City and County do hereby continue the joint City and County department to maintain and conduct a park and recreational system. The Parks Department shall continue to be known as the Louisville and Jefferson County Parks Department.

(B) The Metropolitan Parks and Recreation Board was dissolved as a corporate entity and all assets and liabilities of the Board were transferred to the joint department.

(C) The City and County shall continue to provide all staff for the Parks Department. The officers, employees, and staff of the Metro Parks and Recreation Board shall be in the service of the Parks Department.

(D) The City shall continue to serve as fiscal agent for the Parks Department. The employees of the Parks Department shall be covered by the City's classification and compensation ordinance.

(E) Employees of the Parks Department shall have such rights to collectively bargain as are given to other City employees by ordinance. In the event that recognition is granted to a collective bargaining organization, negotiations will be led by the City as fiscal agent and a representative from the County shall also be appointed by the County Judge/Executive to serve on the negotiating team. Any resulting collective bargaining agreement must be passed by the City as fiscal agent.

(F) All current and future employees of the Parks Department shall not be subject to the residency ordinance of the City but shall be guided by the County's residency ordinance, Ordinance No. 24, Series 1997.

(G) The Mayor, and the County Judge/Executive with the approval of Fiscal Court pursuant to KRS 67.040, shall jointly appoint a Director of the Parks Department. The Director shall serve at the pleasure of either of the appointing authorities; provided, however, if either of the appointing authorities terminates the Director, the other shall be notified in writing and such termination shall not take effect until 30 days after such notice is given. In the event that the appointing authorities jointly terminate the Director, such termination may take effect immediately. The compensation of the Director shall be fixed by the City in accordance with the City's classification and compensation ordinance as the fiscal agent for the Department. The Director is authorized to employ the necessary staff and personnel for the operation of the Department subject to available funds.

(H) Administrative costs shall be financed by equal annual appropriations from both the City and the County. The cost of operations of the parks shall be funded by the City for parks located within City limits and by the County for parks located outside City limits within the County. All expenses of the Parks Department shall be paid by the City as fiscal agent.

(I) Following the procedures of the City and County for budget preparation, the Mayor and County Judge/Executive shall submit to the Fiscal Court and the Board of Aldermen a proposed plan and budget of the expected receipts and expenses for the ensuing fiscal year, with an outline of proposed programs and projects for the ensuing year. This program and budget shall be subject to approval, rejection, or modification by the Fiscal Court and the Board of Aldermen. Such funds as are appropriated by the Fiscal Court for the Parks Department are to be paid to the City as fiscal agent in 12 equal monthly installments.

(J) All property owned by either party shall continue to be the property of that party, although it is the intention of the parties that the property shall be under the control of the Department to be used in the operation of the Department.

(K) In the event of the dissolution of by the Parks Department, the unused funds appropriated to the account and any assets not otherwise disposed of the Department shall be returned to the parties according to the percentages in which the sums had been appropriated to the Department.

(L) There may be permitted in facilities under the jurisdiction of the Parks Department, at times and places permitted by the Department, the sale and consumption of malt beverages. Provisions of this section are invalid wherever local option law prohibits sale and consumption of malt beverages.

(M) (1) There is hereby continued a Louisville and Jefferson County Parks Advisory Commission.

(2) The Commission may adopt by-laws and such other rules and regulations as may be necessary to its operations.

(3) The Commission shall consist of nine members, four of whom shall be appointed by the Mayor and four of whom shall be appointed by the County Judge/Executive with the approval of Fiscal Court. The Mayor, and the County Judge/Executive with the approval of Fiscal Court, shall jointly appoint a ninth member to serve as Chairperson of the Commission. All members shall serve terms of three years. Vacancies shall be filled by the appointing authority for the unexpired portion of the term in accordance with the selection process outlined in this section.

(4) The City and County may, at the request of the Commission, provide such personnel as may be necessary to carry out the purposes of the Commission. These employees shall be under the direction of the Director of the Department.

(5) Each member shall be at least 18 years of age and the Mayor's appointments must reside within the City, and the County Judge/Executive's appointments must reside within the County. No member shall be an employee of the City or County government.

(6) A member of the Commission may be removed by the appointing authority for cause, after a hearing by the appropriate appointing authority, and after at least ten days' notice in writing has been given to the member of the Commission, which notice shall embrace the charges preferred against the person.

(7) A member of the Commission shall be immediately removed from the Commission if the member has missed three consecutive regular meetings of the Commission, without sufficient excuse accepted by the whole Commission.

(8) Members of the Commission shall serve without compensation, but shall be reimbursed for necessary expenses incurred in the performance of their duties subject to available funds.

(9) At the request of the Mayor or the County Judge/Executive, the Commission may make recommendations on other activities of the Parks Department. Such recommendations may include:

- (a) An annual evaluation of the Director's performance;
- (b) An annual evaluation of the adequacy of services provided to the community by the Parks Department;
- (c) Annual and long-range goals and priorities of the Parks Department;
- (d) The establishment of a citizen's complaint procedure; and
- (e) The use and management of volunteers.

(N) This section supersedes and replaces any other Agreement or enactment of the City and the County that created a Metropolitan Parks and Recreation Board. (County Resolution enacted September 24, 1974; City Codified General Ordinance Sections 33.080 - 33.090).

SECTION 18. LOUISVILLE AND JEFFERSON COUNTY ECONOMIC DEVELOPMENT ACTIVITIES.

(A) During the term of this Cooperative Compact, the City and the County may create a joint City and County department for the purpose of promoting economic development throughout the City and the County.

(B) The City and the County shall provide all staff necessary to carry out the duties assigned. Upon the effective date of this Cooperative Compact, the officers, employees, and staff of the joint Office for Economic Development shall be transferred to this Office.

(C) The City shall serve as fiscal agent for the Office. The employees of the Office shall be covered by the City's classification and compensation ordinance.

(D) Employees of the Office shall have such rights to collectively bargain as are given to other City employees by ordinance. In the event that recognition is granted to a collective bargaining

organization, negotiations will be led by the City as fiscal agent and a representative from the County shall also be appointed by the County Judge/Executive to serve on the negotiating team. Any resulting collective bargaining agreement must be passed by the City as fiscal agent.

(E) All current and future employees of the Office shall not be subject to the residency ordinance of the City but shall be guided by the County's residency ordinance, Ordinance No. 24, Series 1997.

(F) The Mayor, and the County Judge/Executive with the approval of Fiscal Court pursuant to KRS 67.040, shall jointly appoint an Administrator. The Administrator shall serve at the pleasure of either of the appointing authorities; provided, however, if either of the appointing authorities terminates the Administrator, the other shall be notified in writing and such termination shall not take effect until 30 days after such notice is given. In the event that the appointing authorities jointly terminate the Administrator, such termination may take effect immediately. The compensation of the Administrator shall be fixed by the City as fiscal agent for the Office. The Administrator is authorized to employ the necessary staff and personnel for the operation of the Office subject to availability of funds.

(G) The operating costs, including all salaries, of the joint Office shall be financed by annual appropriations from both the City and County. The operating funds to be provided to the Office shall be provided equally by the City and County on a 50-50 basis. The City and County may separately fund such other activities of the Office as either deems appropriate.

(H) Following the procedures of the City and County for budget preparation, the Mayor and County Judge/Executive shall present to the County Fiscal Court and the Board of Aldermen a proposed budget stating the amount of money needed for the next fiscal year. Such funds as are appropriated by Fiscal Court are to be paid to the City as the fiscal agent for the joint Department in 12 equal installments at the beginning of each month. All expenses of the Department shall be paid by the City as fiscal agent.

(I) All property owned by either party at or before the effective date of this Agreement shall remain the property of that party, although it is the intention of the parties that the property shall be under the control of the Office to be used in the operation of the Office.

(J) In the event of the dissolution of the Office, the unused funds appropriated to the account and any assets not otherwise disposed of by the Office shall be returned to the parties according to the percentages in which the sums had been appropriated to the Office.

(K) Economic Growth Fund. In order to further joint efforts of the City and County to create new jobs and strengthen the occupational tax base, the County and City hereby create an Economic Growth Fund. This fund will be used for infrastructure development within the community in order to create employment opportunities. The City and County will contribute \$1 million each, in each of the first five years of the Compact renewal term. All decisions on expenditures from the Fund will be made by the Board of Aldermen and the Fiscal Court by resolution upon recommendation of the Mayor and County Judge/Executive.

SECTION 19. QUALITY AND CHARITY TRUST FUND.

The City and County, by separate action of the Board of Aldermen and Fiscal Court, have amended the joint funding responsibilities between the City and County as it relates to the Quality and Charity Trust Fund.

SECTION 20. DURATION.

This Cooperative Compact shall be for a period of 10 years and shall terminate on June 30, 2008, except that if any mandatory provision of 1986 Kentucky Acts Chapter 77 or 1998 General Assembly House Bill No. 624 is adjudicated invalid or if any provision of 1986 Kentucky Acts Chapter 77 or General Assembly House Bill No. 624 is amended or repealed by subsequent act of the General Assembly, this Cooperative Compact shall immediately terminate.

SECTION 21. AMENDMENT OF COOPERATIVE COMPACT.

This Cooperative Compact may be amended by the City and the County, provided that no such amendment shall conflict with the provisions of 1986 Kentucky Acts Chapter 77 or 1998 Kentucky Acts Chapter 104.

SECTION 22. EFFECTIVE DATE.

This Cooperative Compact shall take effect on July 1, 1998.

SECTION 23. SEVERABILITY.

If any part of this Cooperative Compact is held unconstitutional or invalid the remaining parts shall remain in force, unless 1986 Kentucky Acts Chapter 77 provides otherwise, or unless the remaining parts are so essentially and inseparably connected with and dependent upon the unconstitutional or invalid part that it is apparent that the City and County would not have enacted the remaining parts without the unconstitutional or invalid part, or unless the remaining parts, standing alone, are incomplete and incapable of being executed in accordance with the intent of the City and County.

SECTION 24. TITLES.

Titles, headings and notes, and explanatory notes and cross references within this Cooperative Compact, do not constitute any part of this Cooperative Compact and are inserted for the convenience of reference only and are not to be considered in the construction of the provisions and shall not in any way limit the scope or modify the substance or context of this Cooperative Compact.

SECTION 25. ENTIRETY OF AGREEMENT.

This Cooperative Compact constitutes the entire Agreement of the City and County with respect to the provisions of this Cooperative Compact and supersedes all prior Agreements and understandings of the City and County in connection with the subject matter of this Cooperative Compact.

In testimony whereof, the Mayor of the City and the County/Judge Executive of the County subscribe their signatures in their official capacities pursuant to enabling legislation passed by the Board of Aldermen and Fiscal Court

CITY OF LOUISVILLE

Ordinance No. 133, Series 1998

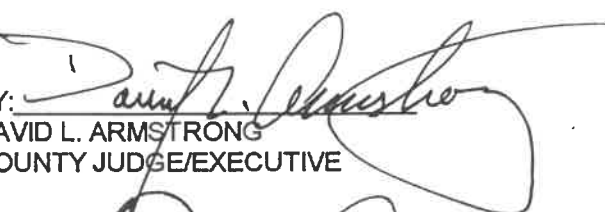
Enacted June 23, 1998

COUNTY OF JEFFERSON

Resolution No. 63, Series 1998

Enacted June 16, 1998

BY: 
JERRY E. ABRAMSON
MAYOR

BY: 
DAVID L. ARMSTRONG
COUNTY JUDGE/EXECUTIVE

APPROVED AS TO FORM:


WILLIAM C. STONE
DIRECTOR OF LAW


MIKE CONLIFFE
COUNTY ATTORNEY

Insofar as sections of this Cooperative Compact comply with the Interlocal Agreement Act, this Compact is in proper form and is compatible with the laws of the Commonwealth; therefore, it is approved this 9 day of Nov, 1998.


A.B. CHANDLER, III
~~ASST~~ ATTORNEY GENERAL

1200526

The Filson Historical Society

To: DLA
C: BT, LB, JY, SR, ASJ

HOUSE OF REPRESENTATIVES

Compt

STEVE RIGGS
STATE REPRESENTATIVE



COMMITTEES:
Chairman, Counties & Special Districts
Banking & Insurance
Tourism, Development, & Energy
Veterans Affairs

RECEIVED

OCT 20 1997

COUNTY JUDGE EXECUTIVE

File in merger file
[Signature]

October 27, 1997

The Honorable David Armstrong
Jefferson County Judge/Executive
527 West Jefferson Street
Louisville KY 40202

Dear Judge Armstrong:

I appreciate your taking the time to appear before the delegation and inform us of your positions. As you know, many of us remain hungry for a merged local government, and this will continue on to the future.

From talking to colleagues in other states with merged local governments, I can say we take the prize nationwide for the length, divisiveness and inaction concerning this particular issue. This kind of frustration makes it more tempting to consider odd or innovative ideas about merged government.

I understand from Steve Tedder that the Chamber has spoken negatively of the metro-mayor idea. I suggest that you ask them to inform us, and this will help bury that idea. However, to my knowledge, they have not expressed their concern to me or any other legislator. Another way to end that idea is to keep the statute change proposal alive. As long as we will pursue the statute change, then the discussion about metro-mayor will become superfluous and it will fade even more.

You asked me for merger ideas and all that I can propose is that merged government be formed in such a way and presented in such a fashion that it will get more than 50 percent of the vote. We can deal with that when it becomes more of a reality.

Merging major services like the police department will eventually lead to merged local government. I believe the common wisdom will be that, since many of the major services are merged, why shouldn't we merge the political policymakers into one cohesive unit?

8108 Thornwood Road • Louisville, Ky. 40220
Room 329, Capitol Building • Frankfort, KY 40601



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Page Two

What do you think about the idea that we meet in person on a regular basis to discuss state and county government matters? With my chairmanship on the Local Government Committee, I would certainly like to have your input on county government matters from time to time on a more regular basis. These may not be specifically Jefferson County, but county government as a whole.

Sincerely,



Steve Riggs
Chairman
Local Government Committee

SR:cs

The Filson Historical Society

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FEB 17 1998

OFFICE OF THE
COUNTY JUDGE/EXECUTIVE

JERRY E. ABRAMSON
MAYOR



City of Louisville
OFFICE OF THE MAYOR

601 W. Jefferson Street • Louisville, KY 40202-2728
(502) 574-3061 • Fax (502) 574-4201
TDD (502) 574-4091



*copies to: BT
CB
ASS*

February 13, 1998

Mr. Dave Britton
President
Frankfort Avenue Business Assoc.
2718 Frankfort Avenue
Louisville, KY 40206

Dear Mr. Britton:

Thank you for sharing your letter to Doug Cobb with me and I appreciate your kind words about the performance of the Louisville and Jefferson County Office of Economic Development's staff in support of your neighborhood business activities. I have been very proud of their efforts these past 12 years. I will convey your specific complement to Carol Hensley.

As you know, the City/County Compact, entered into in 1986, created a joint economic development office to reflect the new cooperation for city and county government in attracting businesses to our community. The business-financed Greater Louisville Economic Development Partnership was subsequently formed and devoted itself to attracting new businesses, as well. Greater Louisville, Inc. (formerly the Chamber of Commerce), a fixture in the community, also had a role to play in making sure Louisville presented a positive image to new and existing businesses. As the economy changed, each of these agencies found new ways to promote Louisville as a great place to do business. However, we began to hear concerns throughout the business community that there was duplication in the services and programs being offered. In an effort to be more efficient and effective, the economic development agencies undertook a review of what they did and how they did it and how it could be done better.

In renewing the City/County Compact, we have the opportunity to amend the portion of the Compact that mandated the way we structured the economic development department of city and county governments. The County Judge and I intend to work with Greater Louisville, Inc., which is now joined with the Partnership, and make sure that we are providing the best service for the community, regardless of the letterhead.

I am happy to get your comments and suggestions as we begin this planning process.

Sincerely,

[Handwritten signature of Jerry E. Abramson]
Jerry E. Abramson
Mayor

ect
cc: Doug Cobb
David L. Armstrong
Paul Thistleton

Commonwealth of Kentucky

HOUSE OF REPRESENTATIVES

DENNIS HORLANDER
State Representative
40th Legislative District,
1806 Farnsley Rd., Suite #6
Louisville, Kentucky 40216
(502) 447-2498
Fax: (502) 447-4715

RECEIVED

OCT 22 1997



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OFFICE OF THE
COUNTY JUDGE/EXECUTIVE

FILE

Committees:
Economic Development Committee
Labor & Industries
License & Occupation

October 20, 1997

Honorable David Armstrong
Jefferson County Courthouse
527 W. Jefferson, Suite 400
Louisville, KY 40202

Dear Mr. Armstrong:

SAVE

I will not be able to participate in the Jefferson County Delegation meeting this evening due to a previously scheduled out-of-town appointment. I am very much interested in the ideas you have concerning the renegotiating of Compact and would like to be informed of its progress.

Hopefully this forum will generate further understanding on the ideas of Compact. If I can be of any assistance, please contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read "Dennis Horlander".

Dennis Horlander
State Representative
40th District

cc: file

Confirming fax on 10-20-97 A.M.

RECEIVED

JUL 30 1998

File

To: Judge Armstrong

From: Bruce

Small cities can merge and not violate the terms of the Compact

7-30-98

OFFICE OF THE COUNTY JUDGE/EXECUTIVE
MEMORANDUM

(attorney-client privileged and confidential)

TO: C. BRUCE TRAUGHBER, DEPUTY COUNTY JUDGE/EXECUTIVE

FROM: MARY-JAMES YOUNG, GENERAL COUNSEL *My*

DATE: JULY 30, 1998

RE: ANNEXATION QUESTIONS RAISED BY THE COUNTY JUDGE/EXECUTIVE

Issue Presented:

Several smaller cities have expressed some interest in joining together to become a fourth class city. Does the Compact prohibit such a move? Have any other small cities joined together during the term of the 1986 Compact?

Answer:

As you requested, I consulted Stuart Adams, in addition to conducting some research. Stuart Adams said that the Compact WOULD NOT prohibit small cities from joining together to become a larger city, and, that the cities of Greymoor and Devondale merged during the term of the 1986 Compact. As you suggested, I contacted Shannon Tivet in the PVA office, who reported that the PVA's records show that the merger occurred in 1987. (The city had to submit a copy of an ordinance authorizing the merger to the PVA.) Shannon could not immediately locate the Greymoor Devondale ordinance in the PVA files.

Analysis:

The purpose of the Compact was to "freeze" annexation attempts in unincorporated Jefferson County. (The City of Louisville and other cities with annexation powers could not annex areas already within another city.)

Nothing in the 1986 Compact or in the New Compact would prohibit a group of cities contiguous to each other from joining together to become a larger city - the effect of this would be that what had formerly been a set of several boundaries around incorporated areas would become a single boundary around the same incorporated area. But, that merged city would be prohibited from annexing any section of unincorporated Jefferson County, except as specifically allowed under the terms of the Compact.

~~Business~~
Compact

Copy to S.T.
B.T.
File

Jennifer Harper

From:

To:

Subject: LMT: Restructuring city & co gov'n't

Date: Monday, January 01, 1998

Officials wait on consolidation info

BY LAURA K. RIDDER

Times staff writer

Consolidating city and county governments to eradicate duplication of services and expense has been studied by a Texas organization for more than four years. Laredo officials on Wednesday will learn of the organization's findings and be told why they should try to convince legislators to pass a constitutional amendment to allow it. Bill Sinkin, chairman of the Citizens Right to Vote Organization, of San Antonio, will present information about restructuring city and county government to members of the Laredo Metropolitan Government Committee during its regular meeting on Wednesday.

Sinkin explained Tuesday that his organization believes the state should allow citizens within a county to decide if they want to have one government for all services, or if they want to keep the current government structure. "In Texas right now, we don't have a county home-rule government," Sinkin said. "Our county governments don't have the ability to make ordinances.


Everything they do is state mandated." Sinkin stressed that his organization is not lobbying for government consolidation, but instead wants the legislature to allow citizens to vote on the matter within their own counties.

He said that a study of 15 to 20 other communities in the country that have been allowed to consolidate their governments experienced lower tax rates, increased economic activity and better bond ratings. On Wednesday, he plans to provide information on a handful of those cities to the Laredo Metro Government Committee. Laredo Council and committee member Louis Bruni said the committee has the ability to recommend a position to the City Council. But, only the council has the authority to ask state legislators to create the constitutional amendment.

MEMORANDUM

Office of the County Judge/Executive

TO: Bruce Traughber
Deputy County Judge/Executive

FROM: David L. Armstrong 
County Judge/Executive

DATE: April 29, 1998

SUBJECT: Jack Clark – Compact Negotiations

Former State Senator, Gene Stuart, is lobbying on behalf of the Volunteer Fire Districts. At a recent meeting, they adopted a resolution that would allow Jack Clark, Head of the Trustees Organization to be a representative on discussions with the Compact negotiations and any other ongoing meetings.

You may know Jack, if not, Larry is acquainted with him. You might want to contact Gene Stuart at 589-0420 to discuss Jack's participation and involvement in any future meetings regarding Compact negotiations.

If you need any additional information in regards to this request, please let me know.

DLA:kcb

Compact file

A RESOLUTION relating to the City of Louisville-Jefferson County Compact.

WHEREAS, the City of Louisville and Jefferson County are part of the most populated urban area in the Commonwealth, and this situation poses unique situations and complexities not often faced by other local governments within the state; and

WHEREAS, the City of Louisville and Jefferson County, in 1986, as a result of action mandated by the 1986 Regular Session of the General Assembly, did enter into the provisions of the City of Louisville-Jefferson County Compact, which required the sharing of revenues and the merger of specified local government services and agencies in order to provide as efficient and effective services as possible to their citizens; and

WHEREAS, the City of Louisville-Jefferson County Compact expires as of June, 1998, and continuation of the original compact or an amended version can only be continued or renegotiated by an action of the General Assembly;

NOW, THEREFORE,

Be it resolved by the House of Representatives of the General Assembly of the Commonwealth of Kentucky:

1 Section 1. The House of Representatives encourages the Mayor of the City of
2 Louisville and the Louisville Board of Aldermen, along with the Jefferson County
3 Judge/Executive and members of the Jefferson County Fiscal Court, to meet for the
4 purpose of entering into discussions of making formal recommendations to the General
5 Assembly for renegotiating and extending the term of the City of Louisville-Jefferson
6 County Compact past its 1998 anniversary date. These recommendations should be
7 presented to the members of the Jefferson County legislative delegation no later than
8 September 30, 1997.

9 Section 2. The Clerk of the House of Representatives is hereby directed to transmit
10 copies of this Resolution to the Honorable Jerry Abramson, Mayor, City of Louisville,
11 City Hall-Room 100, Sixth and Jefferson Streets, Louisville, Kentucky 40202; to members
12 of the City of Louisville Board of Aldermen, 601 West Jefferson Street, Louisville.

- 1 Kentucky 40202; to the Honorable David Armstrong, Jefferson County Judge/Executive,
- 2 527 West Jefferson Street, Jefferson County Courthouse, Louisville, Kentucky 40202; and
- 3 to members of the Jefferson County Fiscal Court, 527 West Jefferson Street, Jefferson
- 4 County Courthouse, Louisville, Kentucky 40202.

The Filson Historical Society

Fair Housing Council

835 W Jefferson ST #100•Louisville KY 40202•502/583-3247•Fax 502/583-3180 /800/558-3247

Compact
To: Judge
c: BT
SR
File

February 20, 1998

The Honorable David Armstrong
Judge Executive of Jefferson County
Jefferson County Courthouse
527 West Jefferson Street, First Floor
Louisville KY 40202-2817

RECEIVED

FEB 23 1998

OFFICE OF THE
COUNTY JUDGE/EXECUTIVE

Dear Judge Armstrong:

The Fair Housing Council urges you and other County officials to provide full leadership in support of the merger of the Louisville and Jefferson County Public Housing Authorities. We were pleased at the leadership shown by County Commissioner Daryl Owens in calling for this merger as reported in the *Courier-Journal* October 22, 1997.

Merger of these two Authorities is needed so that the location of lower income housing is spread throughout the county. Presently, we suffer from concentrated segregation of public housing in a few locations. Merger of the two public agencies would enable better desegregation planning for public housing in the whole county. The retirement of John Van Ness from the County Authority this March should ease the merger at this time.

We commend you for your leadership in construction of assisted housing in widely scattered areas such as near the Riverport in the West, near the Ford Plant, and in other areas in Jefferson County. You have not concentrated such housing in any one section of this County and this provides our whole community with an example which should be followed by the City as well as the County.

As you well know, private housing has been significantly desegregated in this community since implementation of the school desegregation plan in the fall of 1975, while public housing has become more segregated in the same period. Merger of the two separate authorities is needed to get this government housing to follow the good desegregation example provided by the private sector. Private housing became increasingly desegregated between 1975 and 1990 as shown by the census data. We need desegregation of public housing to strengthen our nationally recognized school desegregation plan.

The U.S. Department of Housing and Urban Development requires the City and County to prepare and update an Analysis of Impediments to fair housing. The two separate housing authorities constitute a very serious impediment to fair housing in this community. We urge you to provide leadership to eliminate this impediment and to provide more desegregated housing.

Sincerely,

Bill Haliday, Chair

Bill Haliday

Cecil Blye Sr., Vice Chair

Cecil Blye

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JAN 23 1998

OFFICE OF THE
COUNTY JUDGE/EXECUTIVE



JEFFERSON COUNTY DELEGATION
of the
KENTUCKY GENERAL ASSEMBLY

1-26-98
W. S. Tedder
to
BT

Mary Lou Marzian, Chairman
Dan Seum, Vice Chairman
Bob DeWeese, Vice Chairman

January 21, 1998

Courthouse, Suite 102
527 W. Jefferson
Louisville, KY 40202
(502) 574-8099
Fax 574-8098

SENATE:

- 7 Lindy Casebier
- 10 Elizabeth Tori
- 19 Tim Shaughnessy
- 20 Fred Bradley
- 26 Ernie Harris
- 33 Gerald Neal
- 35 David K. Karem
- 36 Julie Rose
- 37 Larry Saunders
- 38 Danny Seum

The Honorable David L. Armstrong
Jefferson County Judge/Executive
527 W. Jefferson St.
Louisville, KY 40202

Dear Judge Armstrong,

The 1998 Legislative Session is in full swing and the Jefferson County Delegation requests that the Compact language be submitted to us in the next two weeks.

With the session at such a hectic pace, the Jefferson County Delegation feels it is extremely important that your proposed legislation be forwarded to us as soon as possible. This important legislation for Jefferson County does not need to get lost in the debate on health care and the budget that are also vital to Jefferson County.

We look forward to receiving your legislative proposal for the extension of the Compact, and we anticipate smooth passage. Please contact me if you have any questions or concerns.

Sincerely,

Mary Lou Marzian
Chairperson

HOUSE:

- 28
- 29 Kevin Bratcher
- 30 Tom Burch
- 31 Steve R. Riggs
- 32 Susan Johns
- 33 Bob Heleringer
- 34 Mary Lou Marzian
- 35 Jim Wayne
- 37 Perry Clark
- 38 Denver Butler
- 40 Dennis Horlander
- 41 Tom Riner
- 42 Eleanor Jordan
- 43 E. Porter Hatcher
- 44 Joni Jenkins
- 46 Larry Clark
- 47 Ron Crimm
- 48 Bob DeWeese
- 59 Jim Zimmerman

EXECUTIVE ASSISTANT:

Opal Murphy

cc: Commissioners

MEMORANDUM

JEFFERSON COUNTY

Karen -
copy for BLA's
file. Thanks.
JAM

TO: MIKE CONLIFFE
JEFFERSON COUNTY ATTORNEY

FROM: DAVID L. ARMSTRONG
JEFFERSON COUNTY JUDGE/EXECUTIVE

DATE: AUGUST 8, 1997

RE: OAG 97-22 -- LEGAL ANALYSIS OF THE
"METRO MAYOR" PROPOSAL

Dave

(Already faxed
& sent
in office
mail), MSY

Earlier this week, I received a copy of OAG 97-22, which offers the Attorney General's analysis of Senator Shaughnessy's "metro mayor" proposal. The Attorney General concludes that this proposal can be accomplished by action of the General Assembly.

By this memo, I request that you and your staff review the four questions raised on page one of OAG 97-22 (copy attached) and the analysis and conclusions of the Attorney General. Please provide me with your legal analysis of these four questions and your conclusions, including an assessment of the likely outcome of a court challenge to this proposed action by the Kentucky General Assembly.

Thank you in advance for your attention to this request.

C: N. Scott Lilly
First Assistant County Attorney



COMMONWEALTH OF KENTUCKY
OFFICE OF THE ATTORNEY GENERAL

ALBERT B. CHANDLER III
ATTORNEY GENERAL

CAPITOL BUILDING, SUITE 116
700 CAPITOL AVENUE
FRANKFORT, KY 40601-3449
(502) 696-5300
FAX: (502) 564-2894

OAG 97-22

July 28, 1997

Subject: City of Louisville and Jefferson County government

Requested By: State Senator Tim Shaughnessy, District 19 (Jefferson)

Written By: Scott White, Assistant Deputy Attorney General

Syllabus:

1. The General Assembly may create a new municipal office, "city - county mayor executive," and assign all executive power of the Jefferson County judge/executive and mayor of Louisville to that new office.
2. The office "mayor of Louisville" may be abolished by the General Assembly.
3. An Act of the General Assembly is required to effect the creation of the new municipal office, and reassign and assign duties to that office.
4. The General Assembly may prescribe method by which city and county must divide revenue from occupational license fees.

Statutes Cited: 67.080(3), 67.710, 68.180, 79.310, 79.315, 79.325, 81.410, 83.430, 83.530, 83.580, 83A.160 and 91.200

Constitutional Provisions Cited: 59, 60, 91, 99, 107, 144, 156a, 160, 180 and 181

OAG 97-22

Page 2

Opinion of the Attorney General

We have been asked four questions by Senator Tim Shaughnessy pertaining to the municipal government of the city of Louisville and Jefferson County. Presently, certain aspects of the governance of our largest city and county are based upon a compact due to expire in July, 1998. In anticipation of that event, as well as the recent (1994) amendments to our Commonwealth's Constitution relating to local government, Senator Shaughnessy has proposed a possible new framework for the exercise of executive power and allocation of collected occupational license fees in Louisville - Jefferson County. He asks our opinion as to whether this proposal is constitutional and, if so, the method by which the proposal can be put into effect. We answer these questions in accordance with KRS 15.025(2) — public questions of law posed by a member of the Legislature. To our knowledge, there have been no appellate decisions construing the constitutional provision we interpret here, and this is the first Opinion of the Attorney General analyzing its effect.

The proposed plan

Senator Shaughnessy has proposed a new plan of government for the city of Louisville and Jefferson County (the "proposal"). In essence, he proposes the abolition of the office of mayor of Louisville, and the reassignment of that executive power to a new office¹, as well as the reassignment of the executive power of the Jefferson County judge/executive to that new office. The legislative power of the city would remain with the Board of Aldermen; and, the legislative power of the county would remain with the fiscal court. The county judge/executive would remain a member of the fiscal court, and, as any other member, be permitted to vote.² Since both the city and county would each retain separate legislative powers, then this is not a merger. The city-county mayor executive would be elected for a four-year term by the registered voters of Jefferson County. See, *Ky. Const. Sec. 160* (terms for mayors) and *Sec. 99* (terms for county judge/executives). As to budgets, the city-county mayor executive would propose a separate budget for the city and county to be approved by their respective legislative bodies, and a third budget, to be approved by each

¹To be called "city - county Mayor Executive."

²Note KRS 67.080(3) — a fiscal court cannot exercise any executive power unless given by statute.

OAG 97-22

Page 3

legislative body, on the disposition of the occupational tax revenue collected by each political unit.³

Analysis

We believe that the creation of a new municipal office is permitted under new Sec. 156a. It provides "The General Assembly may provide for the *creation, . . . functions . . . and officers* of cities." *Id.* (emphasis added). Thus, the General Assembly has the power to create, and prescribe the duties of, a new city-county mayor executive.

The General Assembly already has the power to prescribe for the executive power of counties. The powers and duties of a county judge/executive are limited to those enumerated in the Constitution and those prescribed by the General Assembly. *Bath Co. v. Daugherty*, 113 Ky. 518, 68 S.W. 436, 437 (1902). The only power/duty conferred by the Constitution is that the county judge is a member, with voting power, of the fiscal court. *Ky. Const. Sec. 144; Bath Co., supra*; and, *Breathitt Co. v. Hagins*, 211 Ky. 391, 277 S.W. 469 (1925). The powers and duties of fiscal court members are limited to those conferred by the General Assembly since the Constitution confers none. *Hogge v. Rowan Co. Fiscal Court*, 313 Ky. 387, 231 S.W.2d 8 (1950). Thus, the General Assembly is well within its power to remove all the powers, except membership on the fiscal court, from the Jefferson County judge/executive, and reassign them to the new office.⁴

Likewise, the powers and duties of a mayor derive from the General Assembly. There is no constitutional provision setting out any power or duty of a mayoral office. As such, it is for the General Assembly to provide them. *Ky. Const. Sec. 156a; and, see, Brown v. Barkley*, 628 S.W.2d 616, 621-622 (Ky. 1982) (court held that powers of Sec. 91 state constitutional officers with exception of attorney general, could only be provided by General Assembly since no powers were enumerated).

³As a general statement it can be said that the authority under which the proposal is made is quite broad. New Sec. 156a of the Kentucky Constitution provides "The General Assembly may provide for the . . . government . . . of cities." Thus, it is with this level of power that we begin our analysis.

⁴Moreover, Sec. 107 provides the General Assembly the power to create other county offices for a term not to exceed four years. This would also implicitly include the ability to set out the powers and duties of the new county office.

OAG 97-22

Page 4

The General Assembly also has the power to abolish the office of mayor of Louisville. The office of mayor is not a constitutionally required office. Ky. Const. Sec. 160.⁵ That section does, however, clearly *envision* that a city would have a mayor or "chief executive." Thus, it is unlikely that, even under Sec. 156a, the General Assembly could simply abolish the executive power of a municipality. Moreover, KRS 83.430, a part of the Home Rule legislation of 1972, requires an executive department for cities of the first class (of which Louisville is the only one).⁶ But this is not what Senator Shaughnessy suggests. Rather, he suggests the consolidation of the executive power of the city and county. Since there would be a "chief executive" wielding the city's executive power, we believe any requirement for an executive city office has been satisfied.

Sec. 156a, by its plain language, provides the General Assembly with the power to prescribe the powers and duties of the newly created office of city-county mayor executive. As noted in footnote 6, this will require amendments to the pertinent revised statutes.

Senator Shaughnessy's proposal only deals with Louisville-Jefferson County, and does not intend to create a law of general applicability Commonwealth-wide. This proposal necessarily abolishes one municipal office, mayor of Louisville, and strips another office, Jefferson County judge/executive, of executive power. This raises the specter of Sections 59 and 60 — constitutional provisions prohibiting special or local legislation. That is, is it constitutional for the General Assembly to consolidate the executive power of a county, exercised through its county judge executive, with that of a city in a newly created municipal office that is allowable only in one county and city? The answer is yes.⁷

⁵Contrast Sec. 160 with Sec. 99 which requires the election of a judge of the county court. There is no comparable language for a mayor in Sec. 160. As noted earlier, the office of county judge executive is retained in the proposal, although it would have no executive powers.

⁶KRS 83.530, enacted in 1972 - prior to the adoption of Sec. 156a - vests the executive power of cities of the first class in a mayor. Due to this, it is our opinion that in order for the proposal to be clear and not in conflict with existing statutes, this would have to be repealed. As will also be seen on reallocation of powers, KRS 67.710 "Powers of County Judge Executive" and KRS 83.580 "Powers of Mayor (Cities of First Class)" will likewise require amending.

⁷Of course, Sec. 156a requires all legislation to apply equally to all cities of a given class. Thus, the proposed legislation will need to pertain to cities of the first class and counties in excess of a particular population. The legislation simply cannot name Louisville and Jefferson County — but, rather, cities of the first class and counties in excess of a particular population.

OAG 97-22

Page 5

In *Jefferson Co. Merit Bd. v. Bilyeu*, 634 S.W.2d 414 (Ky. 1982), the Supreme Court, in an opinion authored by Chief Justice Stephens, held that the exemption of counties with a population in excess of 600,000 from aspects of an otherwise statutorily required police merit system for all counties did not violate sections 59 and 60 of the Constitution. The court noted that the purpose underlying these two sections was to “. . . require that all laws upon a subject shall operate alike upon all individuals and corporations.” See also, *Tri-City Turf Club v. Cabinet*, 806 S.W.2d 394 (Ky. App. 1991), and *Miles v. Shauntee*, 664 S.W.2d 512 (Ky. 1983). The court, in its analysis, extended the rule that local legislation dealing with the government of *cities* is constitutional under sections 59 and 60 to *counties*.⁸ As the court said:

If a questioned statute deals with a particular classification of a governmental entity based on population alone, it is constitutional under Sections 59 and 60 if (1) it deals with the organization or incidents of government, or (2) it bears a reasonable relation to the purpose of the Act. (Citations omitted). If the statute complies with *either* requirement, it is constitutional.

634 S.W.2d at 416 (emphasis supplied). Since the consolidation of executive power into a new office deals with the organization of government it is constitutional under Sections 59 and 60.⁹

As noted throughout this Opinion, the method to effect these changes will need to be through an Act of the General Assembly since it involves the creation of a new municipal office and the consolidation of executive power amongst a city and a county. Sec. 156a plainly grants this power only to the legislature, or where the power is delegated by the General Assembly to local governments. *Ky. Const. Sec. 60*, and *Payne v. Davis*, 254 S.W.2d 710 (Ky. 1953). See, e.g., *KRS Chapter 67A “Urban-County Government,” KRS 81.410 et. seq. “Merger of Cities”* and *KRS 83A.160 “Change in Form of Government.”* Since the General Assembly has not delegated the power to create a new office and the

⁸Local legislation dealing with city government was first allowed in *Mannini v. McFarland*, 172 S.W.2d 631 (Ky. 1943).

⁹*Cf. Miles v. Shauntee, supra*, where court ruled that the application of the Uniform Residential Landlord and Tenant Act to only Jefferson and Fayette counties violated Sections 59 and 60. This did not deal with the “organization or incidents of government.”

OAG 97-22

Page 6

consolidation of executive power to local entities, then it is only the General Assembly that can effect this proposal.

The next issue raised by Senator Shaughnessy pertains to the appropriation of the occupational license fees collected by both the city and the county. In KRS 68.180, the General Assembly allowed counties with a population in excess of 300,000 to impose license fees on occupations¹⁰; and, in KRS 91.200 the same power was granted to cities of the first class (again, Louisville being the only one). In 1986, the General Assembly enacted a statutory scheme which required cities of the first class and counties containing such cities, i.e. Louisville and Jefferson County, to enter into a "compact" to "... provide a framework for cooperation between the city and the county" KRS 79.310(1).¹¹

Pertinent to our analysis is that certain matters were required to be agreed upon and made a part of the compact. KRS 79.315. One of these was the disposition of the occupational license fees collected by the city and county. *Id.* at (2). KRS 79.325 sets forth the required manner in which the collected occupational license fees are to be allocated to the city and county for their appropriation. Thus, at present, the General Assembly has provided for both the collection of these fees and the manner in which they are to be divided amongst the two municipal governments.

We believe that, as it did in KRS 79.325, the General Assembly can provide the manner in which the collected occupational license fees are to be allocated. *Ky. Const. Sections 156a, 180 and 181.* We see no obstacle to the proposal's plan to have the city-county mayor executive submit a budget for this fund to both the Board of Aldermen and fiscal court for their approval. Sen. Shaughnessy has indicated that the purpose for this is to enable the development of a single vision for the expenditure of these funds to benefit the county and the city. This is certainly in the tradition of KRS 79.310. Of course, the statutory scheme

¹⁰In *Kupper v. Fiscal Court*, 346 S.W.2d 766 (Ky. 1961), this statute was deemed constitutional and not violative of Sections 59 and 60. The court relied on *Sims v. Bd. of Ed. of Jefferson Co.*, 290 S.W.2d 491 (Ky. 1956), which held that a similar fee scheme was in essence a tax which was authorized by Sec. 181 of the Constitution, and did not violate Sections 59 and 60. See also, *City of Louisville v. Sebree*, 308 Ky. 420, 214 S.W.2d 248 (1948) (Sections 59 and 60 not implicated since tax power was given to all classes of cities).

¹¹This statutory scheme sunsets in July, 1998.

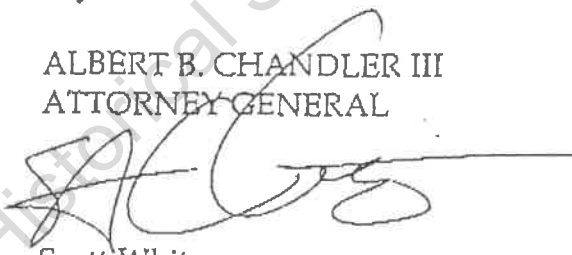
OAG 97-22
Page 7

embodying this proposal will need to provide a mechanism by which disagreements are resolved.

Conclusion

To summarize, it is the opinion of this Office that the proposal of Senator Shaughnessy to consolidate the executive power of the mayor of Louisville and Jefferson County judge/executive into one new office, abolish the office of mayor, retain the judge/executive only as a voting member of fiscal court and retain the legislative bodies of the city and county with separate budgets and a joint occupational license fee budget is constitutional and can only be made effective via an Act of the General Assembly.

ALBERT B. CHANDLER III
ATTORNEY GENERAL

A handwritten signature in black ink, appearing to read 'S. White', is written over the typed name of the Assistant Deputy Attorney General.

Scott White
Assistant Deputy Attorney General

The Filson Historical Society



Compact File

DAVID L. ARMSTRONG
County Judge/Executive

JEFFERSON COUNTY, KENTUCKY
OFFICE OF THE COUNTY JUDGE/EXECUTIVE

Jefferson County
Courthouse
Louisville, KY 40202
(502) 574-6161

December 8, 1997

Honorable Jerry E. Abramson
Mayor
City of Louisville
601 West Jefferson Street
Louisville, Kentucky 40202

Dear Mayor Abramson,

At the conclusion of negotiations for a new Compact between the City of Louisville and Jefferson County, I understand that the City's final position is to renew the original agreement, with the only modifications being the establishment of a process that would allow for minor boundary adjustments by the suburban cities, language clarifications regarding a quorum for the Human Relations Commission and fund collection for E-911, and elimination of joint funding for the Office of Economic Development.

You and I have publicly communicated, many times and for many years, our belief that one government can best serve the needs of our citizens. It is unfortunate that, in the first formal opportunity to move toward that end since negotiation of the original Compact 11 years ago, an agreement cannot be reached to bring our two governments closer together.

If we are truly committed to merging our two governments, then efforts to consolidate functions and departments should be endorsed as a step toward gaining public confidence that one government can serve our citizens better than we do today.

The merger of the City and County police departments is a critical and essential step toward this goal. FOP opposition clearly helped defeat both merger referenda in the 1980's. Not including a plan for police merger in the new Compact signals that our governments cannot agree on jointly providing the most important service to our citizens.

I also am discouraged that we cannot come to an agreement in this new Compact to establish an Economic Growth Fund that would, for the first time, create a mechanism for joint investment by the City and County in the growth of the entire community.

Projects that could have benefited from this effort range from retention of approximately 125 jobs as we relocate Brinly-Hardy to make way for the new baseball stadium to infrastructure development necessary for new job creation at Riverport. This would have taken into account the economic needs of our entire community, regardless of City or County boundaries.

As our negotiations progressed, the jointly developed concept of a \$2 million per year investment to be shared 50/50 by each government was a positive indication that future investment in our community would be begin to be done with a unified vision.

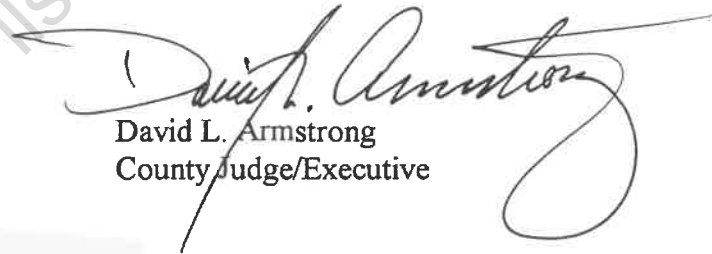
Putting forward the City's proposal for a Compact that does not include these two important elements, certainly does not indicate to the people of this community that we are, as leaders, ready to move forward toward speaking with that long sought "one voice."

I am disappointed that proposals of this importance are to the City only "additional considerations" outside the Compact agreement. It guarantees their dismissal. We can do more for the citizens of this community to exhibit our commitment to cooperation, coordination, and consolidation of our two governments.

In lieu of bringing our negotiations to a close without bringing our governments closer together, I certainly would welcome an agreement by the end of the day that would incorporate into the Compact an implementation committee for Police Merger and creation of an Economic Growth Fund.

We must move forward swiftly to present a final agreement to the Delegation. I await your reply.

Sincerely,



David L. Armstrong
County Judge/Executive

Came back
from DCA

Konery



JEFFERSON COUNTY, KENTUCKY
OFFICE OF THE COUNTY JUDGE/EXECUTIVE

DAVID L. ARMSTRONG
County Judge/Executive

Jefferson County
Courthouse
Louisville, KY 40202
(502) 574-6161

December 8, 1997

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Mayor
City of Louisville
601 West Jefferson Street
Louisville, Kentucky 40202

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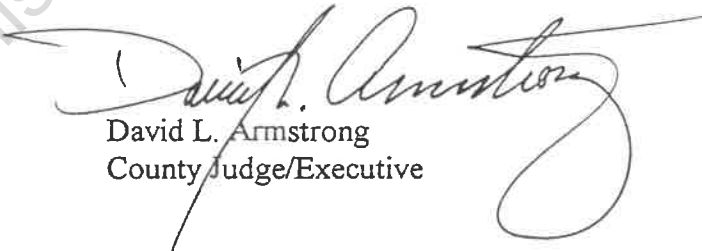
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We must move forward swiftly to present a final agreement to the Delegation. I await your reply.

Sincerely,



David L. Armstrong
County Judge/Executive

November 19, 1997

11/24/97
BT
CB
ASS

Compact
Re

Judge Armstrong:

In the November issue of the County Connection you discussed with your employees about the City/County Compact! In the very first paragraph, you said that these things cannot be done without us, your employees, and that the employees would be "an integral part" in implementing the elements of the Proposal! I guess the question I have is this. Why should the employees of Jefferson County help after some of the things that Fiscal Court has done to us?!? The first thing that you, yourself did was to blow smoke up our butts with the motto, "Building on our Best"! You don't treat the "Best" the way you and the rest of the Fiscal Court have for the past few years. A leader is only as good as the people he leads. They can make or break said leader.

You have really made all the employees mad. Oh, I'm sorry, except the "Don't get the F.O.P. mad," Police Department. You've got to have their backing politically. That's why they get whatever they wish! Screw the agreement with the F.O.P. and whatever other state statute that you and the rest of Fiscal Court hide behind. You'll screw with the rest of the employees.

You and Fiscal Court have started a dictatorship, except you cannot agree who gets to be dictator!

The first thing you did was change the Personnel Policies so that you and Fiscal Court would not have to be accountable for your actions from the rest of the County employees. This was changed right after you took office. It read something like "All elected officials and their staffs are exempt from Personnel Policies". You all are not any better than us. You are not Gods. Is this how you treat the "Best"?

Then the Big One! "The Residency Ordinance" --what a bunch of political bullshit! There are only 250 employees that live outside the County and 100 or so that are Police and they are exempt. I believe that is called discrimination. You should not give a group of employees some benefits and not others. What's good for some employees is good for all employees!!! Even the elected ones!

You could have the "Best" dog in the world but if you keep beating it, sooner or later it will turn on you. You and Fiscal Court have made the people mad that you want to support you and the things you wish to implement! You need to support all employees to get the support you want. I live in Jefferson County and did not have any intention of leaving, but for Fiscal Court to put restrictions on employees of where they can or can't live is morally wrong. We are free

people of the United States. Our Fathers fought for the right to live where we want and we should be able to.

Don't forget the Dog! You have let employees go that could burn your chances to change or do anything.

Fiscal Court members must live in a dream world. Do you really think that the majority of employees come to work for the people of Jefferson County? Please- we are here for one thing, A Paycheck!

I wish I could come and talk to you because I do feel that you do have some morality, but you and I know that I would end up at 6th and Cedar. It's a shame that employees can't speak their minds without having to change their jobs.

AN EMPLOYEE

The Filson Historical Society



DAVID L. ARMSTRONG
County Judge/Executive

JEFFERSON COUNTY, KENTUCKY
OFFICE OF THE COUNTY JUDGE/EXECUTIVE

Jefferson County
Courthouse
KY 40202
74-6161

November 18, 1997

Mayor Jerry Abramson
601 West Jefferson Street
City Hall, Room 101
Louisville, KY 40202

*Blind copy
to AJS
BT
LB
Doug Cobb*

Dear Mayor Abramson:

Since we are so close to agreeing on the form and substance of an amended Compact, I believe any discussions about merger or your proposed legislation should wait until we finalize the Compact. It would be a mistake to link the two issues by discussing them simultaneously.

Once we reach agreement on the Compact, I will be glad to meet with you to further discuss how to best meet the long-term needs of our community.

Sincerely,

David L. Armstrong
David L. Armstrong
Jefferson County Judge/Executive

DLA:kcb

cc: Bruce Traugher
Larry Bond
Alicia Sells
Doug Cobb



DAVID L. ARMSTRONG
County Judge/Executive

JEFFERSON COUNTY, KENTUCKY
OFFICE OF THE COUNTY JUDGE/EXECUTIVE

Jefferson County
Courthouse
Louisville, KY 40202
(502) 574-6161

September 17, 1997

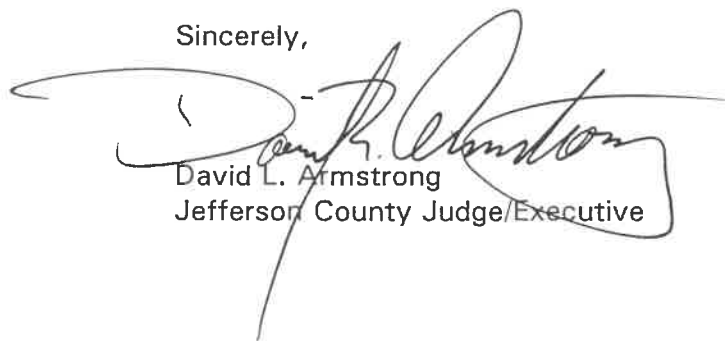
Mayor Jerry Abramson
601 West Jefferson Street
City Hall, Room 101
Louisville, KY 40202

Dear Mayor Abramson:

I would like to arrange a meeting between Tina Heavrin and Bill Summers of your staff with Bruce Traughber and Larry Bond of mine to discuss options and parameters for compact renewal negotiations. I am involved in ongoing discussions with the members of Fiscal Court to gain a consensus on a plan to move this community forward. I believe we are now able to begin discussions.

Please have one of your staff contact Bruce to arrange a mutually convenient meeting date.

Sincerely,



David L. Armstrong
Jefferson County Judge/Executive

DLA:kcb

bcc: Bruce Traughber
Alicia Sells
Compact File

Office of the County Judge Executive

Jefferson County



Jefferson County
Courthouse
Louisville, KY 40202
(502)574-6161

DAVID L. ARMSTRONG
County Judge/Executive

FAX # (502) 574-6605

FAX TRANSMITTAL FORM

TO:

Jerry Abramson
Mayer

DATE:

Sept. 17, 1997

FROM:

David L. Armstrong
County Judge/Executive

NUMBER OF COPIES INCLUDING THIS PAGE:

2

COMMENTS:

The Filson Historical Society

cc: [initials]
RECEIVED

AUG 12 1997

Copy to AJS ^{Complete}
File

OFFICE OF THE
COUNTY JUDGE/EXECUTIVE

GREATER LOUISVILLE ECONOMIC DEVELOPMENT

Partnership

MEMORANDUM

TO: Partnership Executive Committee
FROM: Brad Richardson
DATE: August 11, 1997
RE: Grafton letter to Hale re: merger of City/County governments

Roger Hale asked that we send you a copy of a letter he recently received from Skip Grafton.

The Filson Historical Society

WYATT, TARRANT & COMBS

CITIZENS PLAZA

LOUISVILLE, KENTUCKY 40202

502 589-5235

FAX: 502 589-0309

1700 LEXINGTON FINANCIAL CENTER
LEXINGTON, KENTUCKY 40507

TAYLOR-SCOTT BUILDING
FRANKFORT, KENTUCKY 40602

ELSBY BUILDING
NEW ALBANY, INDIANA 47150

1500 NASHVILLE CITY CENTER
NASHVILLE, TENNESSEE 37219

29 MUSIC SQUARE EAST
NASHVILLE, TENNESSEE 37203

313 E. MAIN STREET, SUITE 1
HENDERSONVILLE, TENNESSEE 37075

WRITER'S DIRECT DIAL NUMBER

502 562-7218

June 25, 1997

Mr. Roger Hale
Chairman & CEO
Louisville Gas & Electric
P.O. Box 32010
Louisville, KY 40232

Dear Roger:

I read your comments regarding the merger of City/County Governments in the recent newsletter of the Partnership. I think you know that I agree with you but a number of points need to be made.

First, the business community has got to decide that this is something that they really want. I think a poll of the business community would show that almost everybody is for it. What I mean, however, is that they have to be willing to fight for it and not depend upon politicians and others to do the dirty work. That also means that the business community must take the time and make the effort to understand the issues so that they will understand possible solutions and compromises.

Second, the business community has to be willing to face the unpleasantness that will arise from the political battle. It

- CHRISTOPHER R. FITZPATRICK *
 - KAREN J. GREENWELL
 - J. GRAHAM MATHERNE *
 - WILLIAM B. OWSLEY
 - STEPHEN R. PRICE
 - MARK A. ROBINSON
 - MICHELLE TURNER *
 - CORNELIUS E. CORYELL, II
 - KEITH C. DENNEN *
 - MARCO M. RAKOVICH, JR.
 - JEFFREY E. WALLACE *
 - JOHN M. WILLIAMS
 - PENNY R. WARREN
 - BRUCE B. MELVEIN
 - GAYLE B. MCGRATH
 - DANIEL B. BROWN *
 - RYLA L. McDONALD
 - LESLY A. R. DAVIS
 - JANE C. FOUSHEE
 - JAMES C. BRADSHAW III *
 - CAROLE D. CHRISTIAN
 - DENISE ST. CLAIR KAISER
 - DONALD J. KELLY
 - JENNIFER LEIGH SAPP
 - GAIL C. OPPENHEIMER
 - JEAN W. BIRD
 - ANDREW B. CAMPBELL *
 - BARBARA WETZEL GERNERT *
 - BEVERLY J. GLASCOCK
 - TODD A. HAUS
 - JAMES W. LEE
 - CAROLINE MILLER OYLER
 - CLARA M. PASSAFIUME
 - DAVID L. REICHERT
 - MARtha N. CAYWOOD
 - JANET M. GRAHAM
 - JOSEPH L. LANDENWICH
 - G. CHRISTOPHER VAN BEVER
 - JOHN W. WOODARD, JR. *
 - CYNTHIA BLEVINS DOLL
- PRISCILLA K. GARLAND
 - HENRY L. HIPKENS
 - MARtha J. KLOSTERMAN
 - JOHN C. MILLER
 - DEBORAH H. PATTERSON
 - TROY D. REYNOLDS
 - STEVEN L. SNYDER
 - CHARLES D. WEBB, JR.
 - MICHELLE D. WYRICK
 - MITZI D. WYRICK
 - MINDY G. GARFIELD
 - GREGORY S. BERMAN
 - TODD K. CHILDERS
 - CRAIG A. HAWLEY
 - PAIGE WALDROP MILLS *
 - BRUCE R. SMITH
 - KERRY T. CAUTHEN
 - PANELA R. GOODWINE
 - SANDRA HINOJOSA HUBBARD
 - JEAN H. SHUTTLEWORTH *
- COUNSEL:
 - FRANK W. BURKE, SR.
 - EDWARD T. BREATHITT
 - MARTIN ROCKWELL
 - JACK G. JONES, JR.
 - FRANK W. BURKE, JR.
 - JACK F. STRINGHAM II *
 - KEVIN J. HABLE
 - JANET PHELPS SPARKMAN *
 - GAIL SMITH BRADFORD *
 - ROBIN MITCHELL JOYCE *
- OF COUNSEL:
 - WILSON W. WYATT, SR.
 - C. KILMER COMBS
 - RICHARD C. O'CONNOR *

* ADMITTED ONLY IN INDIANA
* ADMITTED IN INDIANA AND KENTUCKY
* ADMITTED ONLY IN TENNESSEE
* ADMITTED IN TENNESSEE AND KENTUCKY
ALL OTHER ATTORNEYS ADMITTED IN KENTUCKY

Mr. Richardson
Based -
I think you
should place this
with the EDP Executive
Committee.
Roger 7/14/97

Good points!
cc: MR. Staffieri

15-997

Mr. Roger Hale
Chairman & CEO
June 25, 1997
Page 2.

is that unpleasantness that keeps the current politicians from addressing the issues. The business community has to be willing to confront the African-American community and political leaders and use its power to force the necessary compromises to get a plan done.

Last, the business community has got to recognize that, in the end, there will be a referendum on merger in whatever form it takes. That means the business community has to be inclusive in the process of determining the form and substance of merger so that it will have broad-based support.

If you and/or the business community decides to pursue this matter, please let me know if I can help.

Sincerely,



A. Wallace Grafton, Jr.

AWGjr/aw

E:\AWG\RHAE.LTR



CITY OF LOUISVILLE
JERRY E. ABRAMSON
MAYOR

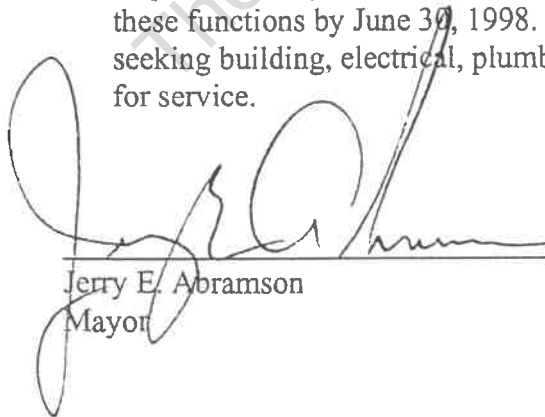


JEFFERSON COUNTY
DAVID L. ARMSTRONG
COUNTY JUDGE/EXECUTIVE

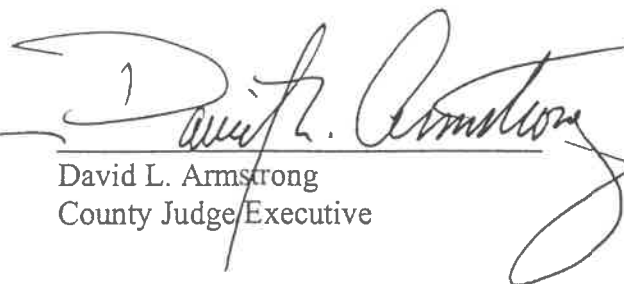
December 12, 1997

In order to begin immediately implementing certain agreements reached during our negotiations on the renewal of the 1986 Compact, we agree as follows:

1. The strategic implementation team of City and County employees presently meeting to develop a plan certain for the merger of the City and County Police Departments shall continue. This team shall consider deployment strategies, organization, costs, timetable, and other items necessary for police merger. This team shall report to the Mayor and the County Judge/Executive who will present the team's recommendations to the Board of Aldermen and Fiscal Court no later than September 1, 1998.
2. In order to further the joint efforts of the police departments while the team is developing a strategy for merger, the Mayor and County Judge/Executive shall consolidate police units such as training, fraud, canine and traffic. Units will be consolidated on or before June 30, 1998, following the model of the Metro Narcotics and Crimes Against Children's units.
3. It is in the community's best interest to create "one-stop shopping" for its inspection and permitting functions and the two governments will consolidate these functions by June 30, 1998. This will enable contractors and citizens seeking building, electrical, plumbing, and HVAC permits to go to one location for service.



Jerry E. Abramson
Mayor



David L. Armstrong
County Judge/Executive



City of Louisville

DIVISION OF POLICE

Office of the Chief of Police

633 W. Jefferson Street • Louisville, KY 40202-2786

(502) 574-7660 • FAX (502) 574-2450

Louisville



JERRY E. ABRAMSON
MAYOR

DOUGLAS HAMILTON
CHIEF OF POLICE

TO: Ron Ricucci, Chief
Jefferson County Police

FROM: Douglas Hamilton, Chief
Louisville Division of Police

RE: Merger Info

DATE: November 19, 1997

Sir:

I have received and reviewed the proposal of Mr. Bond of the County's preferred plan for merger of the Louisville and Jefferson County Police Departments by the year 2002. The proposal indicates further work to be done to address the issue of police communication systems and suggests the merger of similar units that could be accomplished between now and July 1, 1998. The issue of communications, be it department wide or to accommodate additional mergers of units cannot be understated. Merger of units creates an expectation that either department can reach out and touch services with relative ease when in fact our only "connection" is between phone lines or those vehicles outfitted with both radio systems. Included in my response is our current personnel assignment to those units listed, their budget for FY 97-98, and where available their 1996 annual workload data. Although the units mentioned are similar, we do have some distinct differences that deserve mention.

TRAFFIC:

Our traffic unit currently has 120 personnel comprised of 1 captain, 3 lieutenants, 4 sergeants, 24 officers, 4 TCO II's, 72 part time TCO I's, 10 PEO's, and 2 civilian support personnel. Traffic is responsible for all serious injury and fatal accident investigations, about half of all non injury accident investigations, selective traffic enforcement, traffic complaint investigation, city call follow ups, hit and run injury accident investigation, traffic safety education, school zone student pedestrian safety, and enforcement of City of Louisville parking regulations. Their current budget is \$2,325,630. For 1996, Traffic made 503 arrests, did 61 Technical Accident investigations involving 35 fatalities, reported approximately 48% of the 16,731 accidents that occurred in Louisville, wrote 76,332 parking citations, a non specific number of moving citations, and worked 84 special events involving 5,373 personnel hours. The posts staffed daily during the school year by our TCO II's have not been tabulated.

File
D Hamilton
Completed

CANINE:

Our Canine Unit is assigned to the Street Crimes Unit and is comprised of 6 officers, 1 sergeant, 7 dogs, and one civilian kennel assistant. Our duties are similar to that of JCPD's. We operate our own facility located on Robards Lane. (We have a current proposal pending to add 2 dogs and handlers dedicated to a highway drug interdiction program tentatively scheduled for February, 1998 implementation.) To determine the feasibility of a merger, we need additional information on the size of their kennels. Without an expansion, our kennel will not accommodate 8 additional dogs. The budget for K-9 for the current year is \$459,880. As of this writing, I cannot supply their workload data.

AUTO THEFT UNIT:

The auto theft squad is a part of the Crimes Against Property Unit which is under the Criminal Investigation Section. Burglary, pawn shop, and auto theft are sub units of Crimes Against Property. As of today on paper we show auto theft with 1 sergeant and 4 detectives (1 slot vacant). It should be noted that we are in transition to merge the burglary, pawn shop, and auto theft units into one large crimes against property unit to provide multiple responsibility to detectives for the investigation of car thefts, chop shops, shoplifting rings, and burglary and stolen property offenders to include those that fence stolen property to pawn shops, flea markets, and second hand stores. Our purpose is to reduce specialization in CIS and to focus personnel in areas that are causing us the most problems. To split off just auto theft at this time would be counterproductive, but we could entertain the idea of merging similar functions at JCPD also. Our crimes against property unit has 1 lieutenant, 2 sergeants, and 10 actual detectives. We also have 2 current civilian support personnel assigned to this function. Specific data related to auto theft is not included.

FRAUD UNIT :

The fraud and white collar crime units were recently merged as a part of the Economic Crimes Unit which is comprised of 1 lieutenant, 1 sergeant, and 7 detectives. Their responsibilities are basically similar to that of JCPD. An analysis of JCPD's workload would be helpful to determine if the units can be merged. Fraud is perhaps the unit that most often crosses jurisdictional boundaries victimizing persons and businesses. The fraud unit was assigned 717 cases in 1996, clearing 691 and made 119 arrests. The white collar crime unit was assigned 43 cases, clearing 25 cases, and made 38 arrests. Their FY 97-98 budget is \$805,780

TRAINING UNIT:

Our training unit is within the Community Development Unit. In addition to the functions of basic, in service, and firearms training, CDU also staffs Safety City, DARE, GREAT, career development, recruiting, and Crime Prevention as well as running the UofL National Crime Prevention Institute at Shelby Campus. We have 1 major, 3 lieutenants, 4 sergeants, 14 officers, and one civilian assigned to these duties. The training unit operates from the second floor of the 1st district police substation. They also staff a separate firearms training facility. We depend on the county's driving track at Southfields for vehicle operations training. I'm sure JCPD has these other duties in other chains of command. Theoretically, we could merge only the training function, but we often use the others (DARE/GREAT/CP/Safety City) during high demand training periods especially when we have a recruit class in session. I do agree that between departments we have sufficient personnel to run our own basic training school which would reduce the amount of training before field training from 20 weeks to approximately 16 weeks once we get our basic curriculum approved. Granted that other than training

for city ordinances versus county ordinances and our respective policy manuals, I doubt there's little difference in how and what we train our officers to prepare them to police in an urban environment. The Community Development Unit. The annual report for CDU is attached in its entirety. The classes taught by our DARE/GREAT/Safety City officers have not been tabulated. The workload of Crime Prevention and career development have also not been tabulated for this report. Their current budget is \$2,564,770.

The true issue in determining the value of piecemeal merger has to be in knowing the funding, staffing, and workloads of each others units and comparing them to expected gains in service delivery versus costs. We don't have that information now. We are assuming the advantages without really having the data. Operationally, our metro units work well. Administratively, we do experience difficulty with different policies, rules, fiscal practices, liability limits and realities, funding priorities, civilian and police contracts, dual heads of agencies, identification with one agency or the other, and transitions in command personnel. If there is agreement for a police merger, then our preferred plan should be to identify the obstacles, develop plans to overcome them, set a date to accomplish the objectives, and do it! Piecemeal solutions produce piecemeal results.

The Filson Historical Society

MEMORANDUM

CITY OF LOUISVILLE

December 18, 1996

To: Colonel E. Douglas Hamilton
Chief of Police

From: Lt. Les Wilson, Acting/Captain
Community Development Unit

Re: 1996 Year End Report

Below are listed the major accomplishments for the units of Community Development during 1996.

TRAINING

Recruit Training:

- * Graduated 30 recruits from class #98 on 02/16/96 after 20 weeks of training.
- * Began training 30 new recruits on 11/11/96 for class #99.

In-Service Training:

- * Conducted in-service training for approximately 450 officers in 33 courses, including Community Oriented Policing & Problem Solving, Self-Defense Techniques, Criminology & Major Case Investigations, Criminal Investigation I, Marksmanship Enhancement & Skill Development, Crime Prevention Techniques, First Line Police Supervision - Level I, Advanced Tactical Pistol I, Stress/Wellness/CPR, Police Patrol Dog Training, Tactical Patrol Strategies, Police Mountain Bike Cyclist, and Planning, Drafting, Executing High Risk Warrants.
- * Developed or assisted in the development of four new courses to be taught for in-service in 1997. These included Traffic Enforcement/Collision Investigation, First Line Police Supervision - Level II (Advanced Police Leadership), Advanced Community Oriented Policing, Police Mountain Bike Cyclist

Re: 1996 Year End Report
December 18, 1996
Page Two

- * Recertified Self-Defense Techniques and Stress/Wellness/CPR for in-service training through Kentucky Law Enforcement Council.

Departmental Training:

- * Conducted departmental training for all sworn personnel in Accident Avoidance and Defensive Driving, and Use of Force/Force Continuum Training.
- * Conducted recertification training for all sworn personnel in CPR/First Aid Training.
- * Instructed Cultural Awareness Training for sworn personnel, 26 classes with 467 officers.
- * Began development of Cultural Awareness lesson plan for civilian personnel.

Other Training:

- * Started and completed four Citizen's Police Academies, graduating a total of about 80 persons from these eleven week courses.

COMMUNITY AND NEIGHBORHOOD SERVICES

- * Provided 24 different crime prevention programs, seminars, and training sessions to various community groups. These programs were offered 75 times.
- * Provided gang related programs/seminars to various community groups. These programs were offered 41 times.
- * Co-sponsored with ATF four day "Gang Seminar for local police agencies - 180 officers completed course.
- * Provided Community Oriented Policing & Problem Solving training to Division officers as both an in-service class (6 classes - 40 hours) and in basic recruit (2 classes - 21 hours)
- * Provided the Crime Prevention In-Service class (40 hours) to Division Officers and provided it as a component of recruit training.
- * Conducted First Line Police Supervision - Level I in-service training (120 hours).

Re: 1996 Year End Report
December 18, 1996
Page Three

- * Provided Criminology & Major Case Investigation training to Division officers in-service training (2 classes - 40 hours)
- * Participated in 50 community safety and crime prevention events including: the State Fair, Halloween at the Zoo, D.A.R.E. Haunted House, Kids Fair.
- * Edited and published four issues of the Louisville Division of Police NEWS.
- * Conducted 6 site surveys for various businesses.
- * Managed G.R.E.A.T. grant and Crime Prevention Initiative grant.
- * Provided Safety City training to second and third graders.
- * Continued the G.R.E.A.T. (Gang Resistance Education and Training program and D.A.R.E. (Drug Abuse Resistance Education) classes in public and parochial schools.
- * Continued to sponsor and facilitate a number of youth programs including:
 - Summer camping trips at Camp Sky High
 - The Explorer Program
 - Boy and Girl Scouting Troops
 - High School Intern Program

FIREARMS

- * Completed three qualifications for the Division (two pistol and one shotgun).
- * Completed judgmental training (F.A.T.S.) for departmental qualifications.
- * Conducted recruit firearms training for 30 recruits.
- * Conducted seven firearms in-service courses including Advanced Tactical Pistol I twice, Marksmanship Enhancement & Skill Development three times, and Tactical Shotgun twice with a total of 90 officers.
- * Examined, cleaned and serviced all Division pistols.
- * Provided firearms training and training support to 15 other agencies.

Re: 1996 Year End Report
December 18, 1996
Page Four

- * Hosted Glock Armorers course.
- * Hosted Sigma Armorers course.
- * Hosted the Regional Law Enforcement Explorer Conference (12 teenagers from local states).
- * Hosted Kentucky Chiefs of Police match - 24 participants.

CAREER DEVELOPMENT

- * The Recruiting Team participated in 25 community career of job fairs and screened over 1100 recruit applicants this past year.
- * The Career Development Unit assisted in training new FTO's and the recertification of the experienced FTO's. The unit participated in department interviews for 10 positions. Instructed in the First Line Police Supervision - Level I course, Recruit Class #98 and the Citizen's Police Academy.
- * Worked on steering committee for the Community Oriented Policing Implementation Process.
- * Participated in the Sergeants Promotion Process in Dayton, Ohio.
- * Made several safety presentations to area groups.

LW/vm

Closed file

The Filson Historical Society



DARRYL T. OWENS
OFFICE OF THE COUNTY COMMISSIONER, "C" DISTRICT

RECEIVED

Jefferson County Courthouse • Louisville, Kentucky 40202-2817 • 502/574-6808
Southwest Office • 7219 Dixie Hwy. • Louisville, Kentucky 40258-3702 • 502/933-7380

JAN 30 1998

OFFICE OF THE
COUNTY JUDGE/EXECUTIVE

January 30, 1998

Compact
File

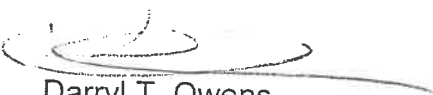
Mr. David Hawpe
Editorial Director
The Courier-Journal
525 West Broadway
Louisville, KY 40202

Dear Mr. Hawpe:

I have enclosed an op-ed piece in response to your editorial of January 26, 1998.

Thank you for your immediate attention.

Sincerely,


Darryl T. Owens
Jefferson County Commissioner

c: David Armstrong
Jerry Abramson
Jefferson County Delegation
Louisville Board of Aldermen
Jefferson County Fiscal Court
Voice
Leo
Louisville Defender
Business First
Daniel Ruckriegel

To: Grange
c: BT
AJS
LB

REPLACE ANNEXATION WARS WITH ANNEXATION PEACE

Darryl Owens, Jefferson County Commissioner "C" District

There are times when challenge can bring out the best in us; when difficulties can lead to solutions; when old rigidities can make us aware of new flexibility; and, when destructive wars can help us realize mutually beneficial peace. This is especially true of annexation.

Going back to the days before the Compact, annexation battles ravaged our community. Some people still believe that permitting annexation will bring on repeated wars. But there is room for another view and a different attitude. Annexation can be seen as an opportunity for growth, for mutual benefit and as a way to extend cooperation throughout the county.

Nothing better illustrates this than Jeffersontown's own experience. Just thirty years ago, "J-Town" was a sleepy hamlet with just 3,400 people and a city budget of less than \$70,000. Today, it is the second largest city in the county with over 23,000 people, and a \$13 million budget. It has over 2,000 businesses as well as 32,000 daily workers.

And the benefits have accrued to us all. Over a ten year period the county collected \$978.4 million dollars in occupational taxes from "J-Town", amounting to over 8 percent of the county's total. "J-Town" also gave something to the larger community by contributing funds for libraries, community centers, infrastructure and social services.

Of course, the benefits were not one sided, and "J-Town" received its one percent increment on occupational taxes, amounting to \$82.4 million over a ten year period. Economic growth within "J-Town" pays well over half its budget. It has kept property taxes remarkably low, while services within the city are superb. So, we do not begrudge "J-Town's" good fortune. In fact, we applaud it and should encourage prosperity because it can benefit all of us.

I do suggest that reciprocity works both ways, and that mutual benefits be made part of any annexation package. Present proposals for a flat, across the board allowance of 10 percent for all small cities are based on a "one size fits all mentality", and make little sense. The present proposal does not take into account local population, revenues, employment and, most importantly past history and future possibilities for growth. Jeffersontown has demonstrated effectiveness in business attraction and retention, job creation and community involvement. A 10% cap on annexation would inhibit Jeffersontown's ability to maintain this economic development growth.

We can improve on this by adopting a policy of "flexible annexation". This policy would shape annexation to the characteristics of a locality, and it would structure benefits for the entire community. Flexible annexation would enable us to fine tune possibilities for growth, put it on a sliding scale, and allow for municipal differentiation.

Once having allowed for more than 10 percent annexation, localities would be required to reciprocate in three specific ways. These would include:

- Purchase of a portion of the newly annexed land for green space or open land preservation.
- Additional contributions to a county wide enhancement fund to be used for infrastructure, economic or human resource development.
- Agreement to require developers to set aside a portion of new housing for moderate income households.

Each of these requirements has its own ingredients and its own rationale. We can certainly fill in the gaps and work out the details through negotiation and mutual agreement. The general idea however, is that local annexations should engender community wide responsibilities. Annexation can provide us with the opportunity to realize our mutual gains. Localities should not be held back and their diversity respected, but they should also be part of a larger community and should hold a portion of annexed land in trust for that community.

We have an opportunity to either rule this community as a monolith and squelch its creative components, or we can be inventive and forward looking. We can coordinate its diversity, adjust to its complexities and nurture its many parts. I prefer the latter. The ultimate choice rests with our community leaders and the state legislature.

Since economic development is a priority in this community, we view "J-Town" as a significant economic development engine. The future of this community requires a greater vision on this important issue.

Let's not inhibit Jefferson County's potential, by limiting Jeffersontown.

10th meeting

City
Handout

Compact Renewal provisions for 1998 General Assembly:

- 1) Tax sharing. Distribution of occupational taxes will continue as is.
- 2) Annexation. A "window of opportunity" will be created for suburban cities who have proposed minor boundary adjustments so that they can be considered by the City and County prior to the renewal of the Compact. Such annexations should comply with the requirements of KRS 80A.412 for voluntary annexations, not cut the City of Louisville off from adjacent property and not enlarge a suburban city by more than 10% of its existing territory. ~~It is anticipated that the territory designated as the new location for the City of Minor Lane Heights can be decided before this window closes.~~ Adoption of this provisions is contingent upon the approval of City/County Attorneys regarding how to structure this provision and preserve the freeze on annexations and incorporations. *help or encourage*
- 3) Agencies identified in original Senate Bill on Compact. No changes, all continue as originally changed.
- 4) Term - 10 years.

Compact Renewal provisions for inclusion in local ordinances:

- 1) Tax distribution, annexation and term provisions consistent with state statute provisions above.
- 2) Existing agencies currently included in Compact ordinance.
No changes except:
Human Relations - correct the language regarding quorum.
DES - clarify that the funds collected through the surcharge on phone bills for E911 will cover charges previously paid by the City and the City commits to building out the system of sirens over 3 fiscal years.
OED - The provision of the Compact which mandated a joint City/County economic development office funded on a fifty-fifty basis will be deleted. This will provide the flexibility necessary for the city and county to respond to the recent merger of the Greater Louisville Economic

Development Partnership into the Chamber of Commerce with the desired result of creating one point of access for all economic development services and eliminating duplicative programs in our community.

ADDITIONAL CONSIDERATIONS, NOT PART OF COMPACT DOCUMENT:

It is anticipated that the plan to create one point of access for economic development would be implemented no later than January, 1999. Minority business development and City/County loan programs need to be maintained as governmental functions and the neighborhood commercial programs would be integrated into existing City and County departments.

The Mayor and County Judge will continue discussions on creating a Joint City/County Infrastructure Fund in concert with efforts to formulate and develop the Coordinated Capital Investment Strategy as proposed in the Cornerstone 2020 document.

The Mayor and County Judge will continue research and discussions on ways and means to merge City and County Police functions in this community with a recommendation to the Board of Aldermen and Fiscal Court by December 1, 1998.

*on how
to implement
merger and
a timetable
therefore*

*No new
mergers
by Aldermen
drawing out
debate.*

**9TH MEETING
COMPACT NEGOTIATIONS**

December 2, 1997

Present:

Tina Heavrin and Bruce Traugher

The first portion of the meeting was spent with the City explaining how difficult it was going to be to reach any agreement since the County Judge had intertwined the fate of the Compact with his political future. The City expressed concern that the Board of Alderman would view any agreements with mistrust and look for ways in which the County had gained an unfair advantage through the negotiations. Finally, it was decided that there were three options available under the scenario that the City described.

1. To do nothing; to allow the compact to expire. The City expressed grave concern at that option.
2. The Compact could be renewed, only dealing with issues of term, occupational tax, annexation, and the Boards and Commissions legislation. The County expressed its concern about this alternative.
3. Do something - to reach agreement that moves the community forward but perhaps is not as ambitious as was discussed originally.

The two negotiators agreed to present to their respective bosses the following agreement:

1. Term: Six or ten years
2. Occupational tax: Leave the formula as is.
3. Annexation: Create a window of opportunity subject to the lawyers working out acceptable language.
4. Commit to a committee to develop a strategic plan for the merger of the police departments. Such plan would be presented to the Board of Alderman, Fiscal Court, the Mayor and the Judge either November or December, 1998 or January 1999. The parties agreed to identify one or two small units that could be merged in the interim to show momentum.
5. The parties agreed to streamline economic development in this community by merging business retention efforts with business attraction efforts. This would be accomplished by contract with the Chamber of Commerce.

The County would continue the MBDL programs while the City would continue the METCO programs. The enterprise zone program would go to one of the two entities.

6. The parties agreed for the City to become responsible for the fiscal operation of the Waterfront and the County for the fiscal operation of the Belle of Louisville.
7. The parties agreed to create an economic growth fund through general fund appropriations of \$1 million each for the next five years. This fund is to be spent on opportunities to create new jobs in this community and requires appropriation approval of Fiscal Court and the Board of Alderman.

A couple of other minor issues were discussed:

- The City believes it could complete the warning siren throughout the County within three years. Hurstbourne Green was discussed, and the City after seeing the numbers, realized that the difference is not as great as they had been led to believe.
- Public health, with the County taking the Family Health Centers, is off the table at this stage at the request of the City.
- Finally, inspection permits and licenses is not in this proposal because the City is concerned with the differential in level of service between the City and County and how that would be maintained at a minimal cost to the City. This is a subject matter that could come back if the City becomes comfortable with the procedure for delivering services.

Previous
Co. Proposal

LOUISVILLE-JEFFERSON COUNTY COMPACT
1998 AMENDMENTS

Mayor Jerry E. Abramson and County Judge/Executive David L. Armstrong, in an effort to move this community forward, to streamline government and to create opportunities for further cooperation among all segments of this community, do hereby agree to amend the 1986 Compact as follows.

ANNEXATION

The City and County agree to create a window of opportunity for suburban cities to clear up minor boundary problems through voluntary annexation using the criteria as proposed by the City. The City and County urge that a decision be made on the location for the new City of Minor Lane Heights by the time this window of opportunity closes.

Subject
to
lawyers

ECONOMIC GROWTH

4

To provide for the future economic growth of the City, the parties agree to maintain the formula for sharing the Occupational Tax as specified in the 1986 Compact. In order to further joint efforts to create new jobs and strengthen the City's and County's occupational tax base, the parties agree to create an Economic Growth Fund. This fund will be used for infrastructure development within the community in order to create employment opportunities. The Board of Aldermen and Fiscal Court will appropriate a total of \$2 million each fiscal year for the term of the Compact beginning with FY99. The funding will be split 57 percent (\$1.14 million) from the City and 43 percent (\$860,000) from the County. Should the Compact expire, the parties agree to share the Occupational Tax revenue derived from Economic Growth Fund projects with 57 percent paid to the City and 43 percent paid to the County. All decisions on expenditures from the Fund will be made by the Board of Aldermen and the Fiscal Court upon recommendation of the Mayor and County Judge/Executive.

2

The parties agree that the current community economic development programs will be streamlined by merging the business retention activities of the Office of Economic Development with the newly created business

attraction arm of the Chamber of Commerce. Steps will be taken to insure that these services will be available to non-Chamber members for the life of the Compact. The County and the City will each operate their own neighborhood and commercial facade programs and the County will create a loan office to handle the METCO, Minority Business Development Loan, and Enterprise Zone programs.

The parties further agree that the creation of one-stop shopping for building permits, housing inspections and zoning enforcement, will be of benefit to this community, and have agreed that the City of Louisville operate on a county-wide basis an Inspections, Permits and Licensing program.

EXISTING AGENCIES

The Boards and Commission appointments as specified in the original legislation for the 1986 Compact will remain unchanged. Within the Compact Ordinance there will be a change in the Human Relations Commission to correct the language regarding quorum. The Disaster and Emergency section will be clarified to insure that the Compact is updated to reflect the new E911 agreement between the City and County and that the City will complete the system of warning sirens throughout the County within the next three fiscal years.

New agency responsibilities will be shifted as follows:

3 The City shall become responsible for the fiscal operation of the Waterfront and the Redevelopment Authority while the County will become responsible for the fiscal operation of the Belle of Louisville.

Finally, the City and the County commit to continued exploration of possible agency consolidations and will begin work in FY99 to merge the Public Works and Transportation Departments and the two Housing Authorities.

PUBLIC HEALTH

In the 1986 Compact, the County became the provider of health services throughout the community except for a portion of the operating costs of the Family Health Centers, which the City has continued to fund. The County agrees to provide for the operating costs of the Centers.

Inasmuch as the State is just now implementing Medicaid-managed care and eliminating cost-based reimbursement, the liability of the Family Health Centers to continue treating the medically indigent is estimated at \$1.7 million. The parties agree to share equally for a period of five years any costs attributed to meeting the needs of the medically indigent associated with the loss of cost-based reimbursement.

PUBLIC SAFETY

1 The City and the County agree to develop and present to the Board of Aldermen and Fiscal Court by December 1, 1998, a proposal for the full merger of the City and County Police Departments. The parties further agree to identify and merge by July 1, 1998, four units of the Departments based upon the model of the Metro Narcotics Unit and to begin planning for a communications system that allows for instantaneous and safe communications among the two Departments.

Hurstbourne Green

County
Response to
Request 12-2-97
for Info.

Cash at Closing
and Option Fees

\$ 7,257,505.35

Promisory Notes
(up to 2004)

\$ 572,748

Total Payments

7,830,253

Cash On Hand

2,800,000

5,030,253

Major Infrastructure,
engineering, sidewalk
trees, Louisville Water
Company,

\$ 4,482,686.

**EIGHTH MEETING
COMPACT NEGOTIATIONS**

November 26, 1997

Present:

Tina Heavrin and Bruce Traugher

This was a short meeting. The County delivered its proposed Compact Agreement. The City continued to request information on Hurstbourne Green.

The Filson Historical Society

County
Proposal

LOUISVILLE-JEFFERSON COUNTY COMPACT
1998 AMENDMENTS

Mayor Jerry E. Abramson and County Judge/Executive David L. Armstrong, in an effort to move this community forward, to streamline government and to create opportunities for further cooperation among all segments of this community, do hereby agree to amend the 1986 Compact as follows.

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The City and County agree to create a window of opportunity for suburban cities to clear up minor boundary problems through voluntary annexation using the criteria as proposed by the City. The City and County urge that a decision be made on the location for the new City of Minor Lane Heights by the time this window of opportunity closes.

ECONOMIC GROWTH

To provide for the future economic growth of the City, the parties agree to maintain the formula for sharing the Occupational Tax as specified in the 1986 Compact. In order to further joint efforts to create new jobs and strengthen the City's and County's occupational tax base, the parties agree to create an Economic Growth Fund. This fund will be used for infrastructure development within the community in order to create employment opportunities. The Board of Aldermen and Fiscal Court will appropriate a total of \$2 million each fiscal year for the term of the Compact beginning with FY99. The funding will be split 57 percent (\$1.14 million) from the City and 43 percent (\$860,000) from the County. Should the Compact expire, the parties agree to share the Occupational Tax revenue derived from Economic Growth Fund projects with 57 percent paid to the City and 43 percent paid to the County. All decisions on expenditures from the Fund will be made by the Board of Aldermen and the Fiscal Court upon recommendation of the Mayor and County Judge/Executive.

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attraction arm of the Chamber of Commerce. Steps will be taken to insure that these services will be available to non-Chamber members for the life of the Compact. The County and the City will each operate their own neighborhood and commercial facade programs and the County will create a loan office to handle the METCO, Minority Business Development Loan, and Enterprise Zone programs.

The parties further agree that the creation of one-stop shopping for building permits, housing inspections and zoning enforcement, will be of benefit to this community, and have agreed that the City of Louisville operate on a county-wide basis an Inspections, Permits and Licensing program.

EXISTING AGENCIES

The Boards and Commission appointments as specified in the original legislation for the 1986 Compact will remain unchanged. Within the Compact Ordinance there will be a change in the Human Relations Commission to correct the language regarding quorum. The Disaster and Emergency section will be clarified to insure that the Compact is updated to reflect the new E911 agreement between the City and County and that the City will complete the system of warning sirens throughout the County within the next three fiscal years.

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PUBLIC HEALTH

In the 1986 Compact, the County became the provider of health services throughout the community except for a portion of the operating costs of the Family Health Centers, which the City has continued to fund. The County agrees to provide for the operating costs of the Centers.

Inasmuch as the State is just now implementing Medicaid-managed care and eliminating cost-based reimbursement, the liability of the Family Health Centers to continue treating the medically indigent is estimated at \$1.7 million. The parties agree to share equally for a period of five years any costs attributed to meeting the needs of the medically indigent associated with the loss of cost-based reimbursement.

PUBLIC SAFETY

The City and the County agree to develop and present to the Board of Aldermen and Fiscal Court by December 1, 1998, a proposal for the full merger of the City and County Police Departments. The parties further agree to identify and merge by July 1, 1998, four units of the Departments based upon the model of the Metro Narcotics Unit and to begin planning for a communications system that allows for instantaneous and safe communications among the two Departments.

Response
to city Request

FINANCIAL RESPONSES

- 1) Expenditures for current inspection services:

	<u>Authorized Personnel</u>	<u>FY 1998 Budgeted</u>
Code Enforcement	36 people	\$1,460,300
Environmental Health		
Housing	7 people	389,300
Zoning Enforcement	6 people	<u>200,000</u>
TOTAL		\$2,049,600

- 2) Expenditures and receipts at Ormsby Village (Hurstbourne Green).
This information is being compiled. Currently, the County holds in an operating trust account \$2.8 million which represents receipts less expenses, not including debt service interest payments.
- 3) Fee schedule for Code Enforcement is attached. There are no fees for zoning and housing.

attachment

provisions relating to wrecking, the principles and practices of wrecking operations, and the obligations of a wrecking licensee.

(H) The director shall refuse to issue the license if he finds the wrecking licensee is not fit or qualified or is not suitable to engage in wrecking operation.

(I) The wrecking licensee may be only affiliated with one identified contractor.

(J) The wrecking licensee must submit a duly notarized application wherein all pertinent information and experience shall be included, and satisfactory proof that the applicant has been engaged in the business of wrecking buildings or structures for a period of one year in a supervisory capacity.

(K) Licensing shall be from May 1 to April 30. (Ord. 10-1991, adopted and effective 4-25-91) Penalty, see § 150.999

§ 150.094 SIGN CONTRACTOR IDENTIFICATION REQUIREMENTS.

(A) Any person, firm, partnership or corporation engaged in the for-profit installation or repairing of signs or outdoor advertising as defined in the Louisville and Jefferson County Development Code shall be identified.

(B) All licensed vehicles used in the operation of a sign contractor are to be properly identified and such identification shall be visible on the outside of the vehicle at all times. The licensed vehicle shall bear the name of the company and identification number. All such identification shall be in letters not smaller than three inches high and must be kept legible at all times.

(C) Identification shall be from May 1 to April 30. (Ord. 10-1991, adopted and effective 4-25-91) Penalty, see § 150.999

§ 150.095 CITY/COUNTY AGREEMENT.

Any applicant desiring to obtain any type of license or identification from Jefferson County, who has been approved by the Director of the Department of Inspections, Permits, and Licenses of the City of Louisville shall, by virtue of this ordinance be approved by Jefferson County. Any applicant desiring to obtain a license or identification from the city, who has been approved by Jefferson County, shall by virtue of this ordinance be automatically approved by the Department of Inspections, Permits, and Licenses of the city.

(A) Every person, firm, partnership or corporation who holds a valid license or identification issued by Jefferson County shall be eligible to obtain a license or identification from the City of Louisville by payment of the required fees without taking a written examination.

(B) Every person, firm, partnership or corporation who holds a valid license or identification issued by the City or Louisville shall be eligible to obtain a license or identification from Jefferson County by payment of the required fees without taking a written examination.

(C) Each department shall give or make available two examinations during each calendar year for licenses that have a written examination requirement. The examinations will be prepared and graded by the department giving the examination or the appropriate testing service used by the department.

(D) All qualified personnel of the City of Louisville Department of Inspections, Permits and Licenses charged with the administration and enforcement of this ordinance, and all qualified personnel of the Code Enforcement charged with similar enforcement within Jefferson County, Kentucky shall be provided, free of charge, with the appropriate licenses required by the City of Louisville and Jefferson County, Kentucky provided, however, that such personnel shall be prohibited from applying for and obtaining permits for work within the City of Louisville and Jefferson County, Kentucky. (Ord. 10-1991, adopted and effective 4-25-91) Penalty, see § 150.999

§ 150.096 IDENTIFICATION, LICENSE AND IDENTIFICATION FEES; PAYMENT.

(A) The fee for building contractors identification shall be as follows:

(1) The fee for Type "A" building contractor's identification shall be \$100 per year for obtaining more than four permits a year.

(2) The fee for Type "B" building contractor's limited identification shall be \$25.

(B) The fee for an electrical contractor's identification number shall be \$100 per year.

(C) *Master electrician.*

(1) The license fee shall be \$50 per year.

(2) The fee for the license examination shall be as set by the National Testing Service.

(D) The fee for HVAC contractor's identification number shall be \$100 per year.

(E) *HVAC licensee.*

(1) The license fee shall be \$50 per year.

(2) The fee for a license examination shall be \$50.

(F) The fee for a solid fuel burning appliance contractor identification number shall be \$50 per year.

(G) The fee for a range-hood contractor identification number shall be \$50 per year.

(H) The fee for a refrigeration appliance contractor identification number shall be \$50 per year.

(I) The fee for a fire detection contractor identification number shall be \$50 per year.

(J) The fee for a fire suppression contractor's identification number shall be \$50 per year.

(K) The fee for moving contractor's identification number shall be \$50 per year.

(L) The fee for Wrecking licenses and identification number shall be as follows.

(1) The fee for a Type "A" wrecking contractor's identification number shall be \$100 per year.

(2) The fee for Type "B" wrecking contractor's identification shall be \$200 per year.

(M) The fee for a wrecking licensee.

(1) The license fee shall be \$50 per year.

(2) The fee for the wrecking licensee's examination shall be \$50 per examination.

(N) The fee for a sign contractor's identification number shall be \$100 per year.

(O) All identification and licenses shall be paid in full. Except as required for implementing this ordinance, no identification or license fee will be prorated. During implementation only, if there is less than six months before expiration, an additional 12 months may be paid.

(Ord. 10-1991, adopted and effective 4-25-91) Penalty, see § 150.999

§ 150.097 PERMITS AND INSPECTION FEES.

The following fees shall be charged and collected for inspections and permits issued or made by or under the authority of the Jefferson County Code Enforcement.

(A) *Building permit fees.*

(1) The permit fees for new construction, additions, complete alterations of an entire building, tents and other temporary structures and change of Kentucky Building Code Use Group Classification permits shall be calculated according to the following table.

<i>Kentucky Building Code Use Group Classification</i>	<i>Per Square Foot</i>
A-1 Assembly; theaters	\$ 0.07
A-2 Assembly; night clubs	0.09
A-3 Assembly; recreation centers	0.07
A-4 Assembly; churches	0.07
B Business	0.05
E Educational	0.05
F-1 Factory; low hazard	0.05
F-2 Factory	0.05
H High hazard	0.09
I-1 Institutional; residential care	0.05
I-2 Institutional; incapacitated	0.05
I-3 Institutional; restrained	0.05
M Mercantile	0.05
R-1 Residential; hotels	0.05
R-2 Residential; multi-family	0.05
R-3 Residential; one- and two-family	0.05
S-1 Storage; moderate	0.05
S-2 Storage; low	0.05
U Utility; miscellaneous	0.03

(2) Square footage shall be based on the number of square feet on every floor, including all finished portions of basements, calculated to the outside of the exterior walls.

(3) The fee for partial alterations, structures other than buildings or any type of work for which the square feet can not be calculated, shall be calculated by a reasonable estimated cost to be submitted by the applicant. The fee shall be \$10 plus \$2.50 per \$1,000 of estimated cost.

(4) Any permit issued by Code Enforcement for which the Commonwealth of Kentucky is responsible for conducting the required building inspections, shall be 1/2 the normal amount.

(5) A plan review fee shall be charged for all applications that are reviewed without issuance of a building permit. The plan review fee shall be 1/3 the normal permit fee.

(6) A fee shall not be charged for fire damaged structures if the work proposed is to repair fire damage only. A copy of the fire run report shall be furnished to Code Enforcement upon application.

(7) The fee for a "foundation only" permit shall be \$25.

(8) There shall be a building permit extension fee charge of \$25 for every approved request for an extension of a valid building permit beyond the one-year permit term.

(9) Permit fees for Jefferson County owned projects may be waived by agreement of the Director of Public Works and the Deputy of the Jefferson County Code Enforcement.

(10) The administrative fee for a certificate of use and occupancy without issuance of a building permit, shall be \$25.

(11) No building permit fee calculated under this ordinance shall be less than \$25.

(B) Electrical permit fees.

(1) The fees for initial installation of electrical wiring in one- or two-family residence shall be \$125. This permit fee shall include two inspections.

(2) The fee for a rewire, burnout, new service, repairs or additional wiring in a one- or two-family residence shall be \$35. This permit fee shall include one inspection.

(3) The fee for installation of new electrical wiring other than in a one- or two-family residence shall be \$35 for the base permit, \$20 for each subpanel, \$20 for each dwelling unit in residential structures other than one- or two-family residences, and \$0.25 for each ampere at the service entrance up to and including 600 amperes. The fee shall be \$0.50 for each ampere over 600 amperes. This permit fee shall include two inspections.

(4) The fee for rewiring, burnout, new service or repairs in other than one- or two-family residences shall be \$35 plus an additional \$20 per each dwelling unit specifically involved in the work for residential property or \$20 per each subpanel specifically involved in the work for commercial property. This permit fee shall include one inspection.

(5) The fee for the installation of a temporary pole shall be \$35. This permit fee shall include one inspection.

(6) The fee for any additional inspections not covered by the initial permit fee shall be \$25. The Code Enforcement shall have the right not to issue any additional permits to the applicant until the additional inspection fees have been paid in full.

(C) Heating, ventilation and air conditioning (HVAC) permit fees.

(1) The fee for HVAC installation, replacements and repairs in one- and two-family residences shall be as follows:

(a) The fee for the installation, replacement or addition of heating equipment shall be \$15.

(b) The fee for the installation, replacement or addition of cooling equipment shall be \$15.

(c) The fee for the installation, replacement or addition of combination heating and cooling equipment shall be \$25.

(d) The permit fee charged for the installation, replacement or addition of solid fuel burning equipment shall be \$25.

(2) The fee for the installation of HVAC equipment in residential buildings with three or more units shall be as follows:

(a) The fee for the installation, replacement or addition of heating equipment in multi-family residences shall be \$15 per dwelling unit.

(b) The fee for the installation, replacement or addition of cooling equipment in multi-family residences shall be \$15 per dwelling unit.

(c) The fee for the installation, replacement or addition of combination heating and cooling equipment shall be \$25 per dwelling unit.

(d) The permit fee charged for the installation, replacement or addition of solid fuel burning equipment shall be \$15.

(e) The fee for the installation, replacement or addition of a boiler shall be \$15 plus \$1 for each radiator or fin tube connector.

(3) The fee for installation of HVAC equipment in structures other than residential shall be as follows:

(a) The fee for HVAC equipment shall be \$15 for the first apparatus, \$5 for each additional apparatus plus \$1 for each duct opening.

(b) The fee for the installation, replacement or addition of a range hood shall be \$25.

(c) The fee for the installation, replacement or addition of a chiller shall be \$25.

(d) The fee for the installation, replacement or addition of a commercial dryer shall be \$25.

(e) The fee for the installation, replacement or addition of a roof top unit shall be \$40 per unit.

(f) The permit fee charged for the installation, replacement or addition of solid fuel burning equipment shall be \$25.

(g) The permit fee charged for the installation, replacement or addition of mechanical refrigeration equipment shall be \$25 for the first 100 tons.

1. The excess over 100 tons, but less than 501 tons, the fee shall be \$50.

2. The excess over 500 tons, the fee shall be \$75.

(D) Fire detection and suppression permit fees.

(1) The fee for the installation and or replacement of a sprinkler system shall be as follows:

(a) Fifty dollars for the first 200 sprinklers plus \$0.10 for each sprinkler over 200, but less than 400 sprinklers.

(b) The fee for a sprinkler system for 400 or more sprinklers shall be \$100 plus \$0.10) for each sprinkler over 750.

(2) The fee for automatic and/or manual fire detection systems shall be as follows:

(a) The fee shall be \$10 per 5,000 square feet, or fraction thereof, up to 70,000 square feet.

(b) The fee for over 70,000 square feet shall be \$140 plus \$15 for each additional 20,000 square feet or fraction thereof.

(3) The fee for a standpipe shall be \$30 each. If a combination standpipe and sprinkler system is installed the fee shall be calculated by division (D)(2) of this ordinance.

(4) The fee for a carbon dioxide fire suppression system shall be \$50 for the first 200 pounds of agent plus \$0.02 for every pound in excess of 200 pounds.

(5) The fee for a halon suppression system shall be \$50 for the first 35 pounds of agent plus \$0.05 for each pound of agent in excess of 35 pounds.

(6) The fee for a foam suppression system shall be \$1 per gallon of foam concentrate. The minimum fee shall be \$50; the maximum fee shall be \$1,000.

(7) The fee for a range hood suppression system shall be \$25.

(8) The fee for a dry chemical suppression system shall be \$30 for the first 30 pounds of agent plus \$0.20 for each pound in excess of 30 pounds.

(9) The fee for a flammable liquid or pressure tank shall be \$25 for the first tank plus \$5 for each additional tank located in the same building.

(E) *Moving permit fees.*

(1) The fee for moving a building to a permanent site shall be \$200.

(2) The fee for moving a building to a temporary storage site shall be \$200.

(3) The person responsible for moving a structure shall submit with the moving permit application a certificate of liability insurance for an amount not less than \$500,000 insuring against any and all damage caused by said moving.

(F) *Wrecking permit fees.*

(1) The building official shall issue three types of wrecking permits which shall be classified as Type "A," Type "B," and Type "C."

(a) Type "A" permits shall be for any structure of not more than two stories or 35 feet in height and contains less than 3,000 square feet of floor space (total square feet of all floors).

(b) Type "B" permits shall be for any structure that does not meet the criteria of Type "A" permits.

(c) Type "C" permits shall be for any structure of not more than one story or 25 feet in height or more than 1,500 square feet of floor space. Type "C" permits shall be property owner permits only. Any permit that meets the requirements of a Type "C" permit and is applied for by a licensed wrecking contractor shall be considered a Type "A" permit.

(2) The fee for Type "A" wrecking permits shall be \$25 for the first 1,000 square feet plus \$10 for each additional 1,000 square feet or fraction thereof.

(3) The fee for Type "B" wrecking permits shall be \$50 for the first 1,000 square feet plus \$10 for each additional 1,000 square feet or fraction thereof.

(4) The fee for Type "C" wrecking permits shall be the same as Type "A" wrecking permits.

(5) All applicants obtaining a Type "C" wrecking permit shall post a \$500 cash or certified check bond as security conditional upon proper completion of the work.

(a) The cash bond shall be returned to the applicant upon proper completion of the work. However, should the applicant not properly complete the demolition of the building, including the required cleaning, grade restoration and seeding within 60 days from the date of the issuance of the permit, the applicant shall forfeit the bond unless an extension of time is granted in writing by the director for good cause. Any such extension must be requested in writing at least three working days before the expiration of the 60-day period.

(b) The director is empowered to waive the required cash bond for structures without a basement.

(6) The fee for each 30 days of extension time shall be \$10.

(7) The fee for any extension applied for less than three days prior to the expiration of the permit shall be one-half the original permit fee not to exceed \$100.

(8) In cases where a permit fee was waived or not charged, the fee for an extension applied for less than three days prior to the expiration of the permit shall be one-half the permit fee that would have been charged had not the original permit fee been waived or not charged, not to exceed \$100.

(G) *Sign permit fees.* The fee for a sign permit shall be \$0.50 per square foot of each face as defined in the Louisville and Jefferson County Development Code.

(H) *Parking lot permit fees.* The fee for the original construction of a parking lot or expansion of an existing parking lot shall be \$25 for the first ten spaces plus an additional charge of \$0.25 for each additional space over ten spaces.

(I) *Tax moratorium fees.* The administrative fee for a tax moratorium application shall be \$40 for each property. The fee shall be shared equally by Jefferson County Code Enforcement, and the Property Valuation Administration. This fee shall be charged regardless of approval of the application.

(J) *Penalty fee.*

(1) A penalty fee shall be assessed for starting work without a permit. The penalty fee shall be the same amount as the standard fee, but not less than \$100. The penalty fee shall be paid in addition to the standard fee.

(2) In cases where a permit fee was legally waived, the penalty fee shall be assessed upon the above criteria as if the standard fee had been assessed.

(K) *Administration fee.*

(1) An administration fee in the amount of \$25 shall be charged to an applicant for obtaining other permits prior to issuance of the building permit as required by this ordinance.

(2) An administrative fee in the amount of \$25 shall be charged to an applicant for failure to note on a permit application the previously issued building permit number, if any, for the building or structure noted on said permit application.

(3) An administrative fee in the amount of \$50 shall be charged for the administrative costs of the required legal advertisements for the demolition of contributing buildings or structures which are listed on the National Register of Historic Places.

(4) An administrative fee in the amount of \$40 shall be assessed for each property listed by the applicant on an Assessment/Reassessment Moratorium Certificate Application Form. The administrative fee shall be charged regardless of approval of the application. The administrative fee shall be shared equally by Code Enforcement, and the Property Valuation Administration.
(Ord. 10-1991, adopted and effective 4-25-91)
Penalty, see § 150.999

§ 150.999 PENALTY.

Any person, firm, partnership or corporation violating any of the provisions of §§ 150.080 through 150.097 shall be guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine of not less than \$25 nor more than \$1,000 or by imprisonment of a period of not more than 50 days or both such fine and imprisonment for each offense. Each day the violation continues shall be a separate offense. No additional notice other than the notice for the original offense shall be required to convict a person, firm, partnership or corporation for such violations resulting from a continuation of such offense. (Ord. 10-1991, adopted and effective 4-25-91)

The Filson Historical Society

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JEFFERSON COUNTY, KENTUCKY
ORDINANCE NO. _____, SERIES 1991

AN ORDINANCE RELATING TO BUILDING CONSTRUCTION LICENSING,
IDENTIFICATION, PERMITS AND FEES.

BE IT ORDAINED BY THE FISCAL COURT OF JEFFERSON COUNTY, KENTUCKY:

SECTION I.

Title.

This ordinance may be cited as "Jefferson County Building Construction Identification, Licensing, Permits and Fees."

SECTION II.

Objective.

The objective of this Ordinance is to bring the building construction identification, licensing, permits and fees in Jefferson County into conformity with those presently in effect or soon to be in effect in the City of Louisville.

SECTION III.

Definitions.

A. "Building Official" means any authorized employee of the Jefferson County Code Enforcement. The term, "building official" shall also be synonymous with the term, "inspector" and "Code Official" as used herein.

B. "Code Enforcement" and/or "Department" is the section of Jefferson County government that administers building construction licensing and identification; issues building and installation permits; and collects administrative fees.

C. "Contractor and Licensee" means any person, firm, partnership, or corporation identified or possessing a license issued in accordance with this Ordinance.

D. "Director" means the Deputy for Jefferson County Code Enforcement.

E. "HVAC" means heating, ventilation and air conditioning.

F. "Inspector" means any inspector employed by the Jefferson County Code Enforcement.

G. "License" means the holder has proof that he/she has passed the written examination and/or fulfills other prerequisites for the particular profession as required by this Ordinance.

H. "Permit" is the document issued by Code Enforcement that allows the applicant to proceed with the proposed work.

I. "Identified" means the holder is a contractor identified in this ordinance who has provided Code Enforcement with the necessary documents and/or proof to be officially on file and does not require a demonstration of trade/professional competency.

SECTION IV.

Identification and Licenses - General Requirements

A. In order to safeguard life, health and property, any person, firm, partnership or corporation practicing or offering to practice the following types of work or to contract that work in the County, shall hereafter be required to be identified with the County, and it shall be unlawful for any person, firm, partnership or corporation to practice or offer to practice that type of work in the County unless such person, firm, partnership or corporation has been duly identified under the provisions of this code. No person, firm, partnership or corporation shall obtain a permit unless they are an identified contractor or the property owner.

B. No license or identification granted under the provisions of this Section may be assigned or transferred.

C. All identified Contractors shall notify the Code Enforcement Office within five (5) working days if the person, firm, partnership or corporation changes ownership or changes the business name. All licensees shall notify the Code Enforcement Office within five (5) working days if the licensee changes Contractors.

D. Any license may be revoked or suspended for the following causes:

1. Execution of a false affidavit in connection with the license or identification application.

2. Failure to comply with this ordinance within 15 days after having received written notice of such violations from the Code Enforcement.

3. Failure to obtain permits in advance for work to be performed when such permits are required by code.
4. Failure to correct any code deficiency in any work within the time specified in the notification of such code deficiency or within such additional time as may be allowed upon request to Code Enforcement.
5. Failure to purchase and maintain insurance as required by this Ordinance with an insurance company licensed to do business in Kentucky.
- E. When the license of any licensee is revoked, such licensee shall be required to submit an application for approval and pass the required examination before a new license shall be issued.
- F. Payment of license or identification fees as described in the fee section of this code shall be made prior to issuing any license or identification.
- G. Before a permit may be issued, all contractors must provide Code Enforcement through affidavit, that the person, firm, partnership or corporation shall be in compliance with the Kentucky requirements for Workers' Compensation Insurance according to KRS Chapter 342 and Unemployment Insurance according to KRS Chapter 341, unless a certificate of insurance for a specific amount of coverage is required in detail under the type of identification that the contractor has obtained.
- H. Before a permit may be issued, all contractors shall submit a Certificate of Insurance, verifying that the person, firm, partnership, or corporation has obtained a commercial general liability insurance policy with limits of liability of not less than \$250,000, unless higher limits are required for specific types of work, for both the Each Occurrence and Aggregate Limits. The policy shall also contain Products and Completed Operations coverage with a minimum \$250,000 Aggregate Limit, unless higher limits are required for specific types of work.
- I. Before a permit may be issued, all contractors shall have their workers compensation and general liability insurance policies endorsed to state that written notice will be sent by their insurance company of the company's intention to terminate or cancel such policy, at least seventy-five (75) days, as required by KRS 304.20-320, before the cancellation shall take effect, to Jefferson County Code Enforcement. Upon the date of expiration, the code official shall cause the affected contractor's identification to become suspended until such time as satisfactory evidence of a new insurance policy is presented to Code Enforcement.

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- J. Before a permit may be issued, any Contractor required by this ordinance to provide a surety bond shall require that its surety company notify Code Enforcement in writing of its intention to terminate or cancel such bond at least thirty (30) days before the cancellation shall take effect. Upon the date of expiration, the code official shall cause the affected contractor's identification to become suspended until such time as evidence of a new bond is presented to Code Enforcement.
- K. Before a permit may be issued, any licensee who has not renewed his/her license within a period of one (1) year after it expired shall be subject to reexamination, as determined by the code official or the appropriate control board. However, any master electrician, HVAC licensee, or wrecking licensee who seeks to renew a license which has lapsed for a period greater than one (1) year shall be required to either pay the required license fee for the years for which the license was not renewed, or achieve a passing score on the appropriate examination.

SECTION V

Identification and License - Unique Requirements

- A. General Building Contractors Identification Requirements.
 1. There shall be two (2) types of Building Contractors identification defined as follows:
 - a. Type "A" Building Contractor Identification shall be for building contractors.
 - b. Type "B" Building Contractors limited identification are for building contractors seeking to obtain one (1) building permit. With a Type "B" identification the Building Contractor may only obtain one (1) building permit.
 2. Identification terms shall be from October 1 to September 30.
 3. Type "B" building contractor identification shall be made available as needed and as approved.
- B. Electrical Contractor Identification Requirements:
 1. Each identified electrical contractor shall have a licensed master electrician as a full time employee.
 2. All licensed vehicles used in the operation of an electrical contractor are to be properly identified and such identification shall be visible on the outside of the vehicle at all times. The licensed vehicle shall bear the name of the company and identification number. All such identification shall be in letters not smaller than three inches high and must be kept legible at all times.

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3. Identification shall be from January 1 to December 31.
Electric Licenses Requirements:

Any person seeking to obtain a master electrician license shall make application to the Jefferson County Electrical Examining Board.

1. The applicant must first have met one of the following requirements:

a. The applicant shall submit to Code Enforcement a duly notarized application, wherein all pertinent information and experience shall be included, to participate in a written examination approved by the Commonwealth of Kentucky Department of Housing, Building and Construction, for competency as a licensed master electrician.

b. The applicant has achieved a passing score on the approved electrical contractor examination administered by the Commonwealth of Kentucky Department of Housing, Building and Construction's written examination described above, provided such person furnish Code Enforcement with a bona fide copy of his/her electrical contractor examination certificate awarded thereto.

c. The applicant shall submit to a written examination approved by the Commonwealth of Kentucky, or shall provide proper and adequate evidence that he/she has achieved a passing score on an examination required by another state or municipality and approved by the Jefferson County Code Enforcement or the Commonwealth of Kentucky.

2. The applicant shall fulfill one of the following qualifications:

a. Applicant must have five (5) years experience in electrical installation within the scope and in compliance with the safety regulations of the National Electric Code. Four years or 8,000 hours of the experience must be as a apprentice electrician or equivalent.

b. Applicant must be a graduate electrical engineer, registered by the Commonwealth of Kentucky Board of Registration for Professional Engineers and having actively participated for no less than one year following his registration.

D.

3. Prior to renewal the master electrician shall provide written proof each year that he/she has obtained six (6) hours of continuing education from the National Electrical Contractors Association or Independent Electrical Contractors Association or the Commonwealth of Kentucky Department of Housing, Building and Construction or any other education approved by the Electrical Control Board.

4. A master electrician may be only affiliated with one identified contractor.

5. Licensing shall be from January 1 to December 31.

HVAC Contractor Identification Requirements:

1. Each identified HVAC contractor shall have a HVAC Licensee as a full time employee.

2. Any person, firm, partnership or corporation applying for a HVAC contractor identification shall, before being granted a identification number, execute and deliver to the director a bond in the minimum sum of five thousand dollars (\$5,000.00) payable to the Treasurer of Jefferson County; such bond should be made for use and benefit of the owner of any party of interest in the property where said firm furnishes any materials or performs any service against loss or damage which may arise by reason of the work done or material furnished in violation of the requirements of any law of the State of Kentucky or any ordinance of the county controlling such work. Such bond shall be executed by each applicant with any recognized and responsible surety company authorized to do business in the State of Kentucky as surety thereon. Provided, however, such surety company may cancel said bond upon giving 30 days written notice to the County. Such bond shall contain in substance the agreement that if any HVAC work is performed in violation of the provisions of this code the principal and surety upon such bonds shall be jointly and severally liable to the home owner or any other person contracting for HVAC work to such amount which is necessary to correct such HVAC work to conform fully with the provisions of the code.

3. All licensed vehicles used in the operation of a HVAC contractor are to be properly identified and such identification shall be visible on the outside of the vehicle at all times. The licensed vehicle shall bear the name of the company and identification number. All such identification shall be in letters not smaller than three inches high and must be kept legible at all times.

4. Identification shall be from March 1 to February 28.

E. HVAC Licensee Requirements:

Any person desiring to obtain a HVAC licensee license shall make an application to the Jefferson County HVAC Board of Control, in such form as may be prescribed by Code Enforcement. Provided, however, that any applicant must first have met the following requirements:

1. Applicants for a license shall file with the Jefferson County HVAC Board of Control an application accompanied by an affidavit stating that such person has not had less than five (5) years of experience in the performance of HVAC work with a minimum of one year of experience making installations meeting the minimum requirements of BOCCA Mechanical Code. Any persons possessing a certificate of graduation or diploma from an accredited technical school or college may include the number of years of attendance at such school not to exceed four years, as part of the required five years of experience in HVAC work. More attendance, without graduation or completion of the full prescribed course may be recognized only at the discretion of the HVAC Control Board.
2. Any applicant shall submit to an examination given by the HVAC Control Board. Such examination shall pertain to the correct installation and performance of HVAC work.
3. A licensee may be only affiliated with one identified contractor.
4. A HVAC licensee, shall by virtue of his/her HVAC license, be authorized to perform installations of range hood work and solid fuel burning equipment without the additional identification for said trades, as required herein.
5. Licensing shall be from March 1 to February 29.

F. Solid Fuel Burning Appliance Contractor Identification Requirements:

1. Any person, firm, partnership, or corporation applying for identification shall, before being granted identification, execute and deliver to the director a bond in the minimum sum of \$5,000 payable to Treasurer of Jefferson County. Such bond shall be made for use and benefit of the owner or any party of interest in the property where said Solid Fuel Burning Appliance contractor furnishes any materials or performs any service, against loss or damage which may arise by reason of the work done or material furnished in violation of the requirements of any law of the Commonwealth of Kentucky or any ordinance of the County controlling such work. Such bond shall be executed by each applicant with a recognized and responsible surety company authorized to do business in the

Commonwealth of Kentucky as surety thereon. Such bond shall contain in substance the agreement that if any work performed or conducted by the Solid Fuel Burning Appliance contractor is in violation of the provisions of this ordinance or of any adopted code, the principal and surety upon such bonds shall be jointly and severally liable to the home owner or any other person contracting for Solid Fuel Burning Appliance work, for such amount which is necessary to correct such Solid Fuel Burning Appliance work to conform fully with the provisions of this ordinance or any adopted code. Provided, however, such surety company may cancel said bond upon giving 30 days written notice to Jefferson County Code Enforcement. Upon date of expiration, the code official shall cause the contractor's identification to become suspended until such time as satisfactory evidence of a new bond is presented to Code Enforcement.

2. All licensed vehicles used in the operation of a solid fuel burning appliance contractor are to be properly identified and such identification shall be visible on the outside of the vehicle at all times. The licensed vehicle shall bear the name of the company and identification number. All such identification shall be in letters not smaller than three inches high and must be kept legible at all times.

G. Range-hood Contractor Identification Requirements: (Excludes domestic residential range-hoods)

3. Identification shall be from March 1 to February 29.
1. Any person, firm, partnership, or corporation applying for identification shall, before being granted identification, execute and deliver to the director a bond in the minimum sum of \$5,000 payable to the Treasurer of Jefferson County. Such bond shall be made for use and benefit of the owner or any party of interest in the property where said Range-hood contractor furnishes any materials or performs any service, against loss or damage which may arise by reason of the work done or material furnished in violation of the requirements of any law of the Commonwealth of Kentucky or any ordinance of the County controlling such work. Such bond shall be executed by each applicant with a recognized and responsible surety company authorized to do business in the Commonwealth of Kentucky as surety thereon. Such bond shall contain in substance the agreement that if any work performed or conducted by the Range-hood contractor is in violation of the provisions of this ordinance or of any adopted code, the principal and surety upon such bonds shall be jointly and severally liable to the home owner or any other person contracting for Range-hood work, for such amount which is necessary to correct such Range-hood work to conform fully with the

provisions of this ordinance or any adopted code. Provided, however, such surety company may cancel said bond upon giving 30 days written notice to Jefferson County Code Enforcement. Upon date of expiration, the code official shall cause the contractor's identification to become suspended until such time as satisfactory evidence of a new bond is presented to Code Enforcement.

2. All licensed vehicles used in the operation of a range-hood contractor are to be properly identified and such identification shall be visible on the outside of the vehicle at all times. The licensed vehicle shall bear the name of the company and identification number. All such identification shall be in letters not smaller than three inches high and must be kept legible at all times.

3. Identification shall be from March 1 to February 29.

H. Commercial Refrigeration Appliance Contractor Identification Requirements:

1. Any person, firm, partnership or corporation applying for identification shall, before being granted identification execute and deliver to the director a bond in the minimum sum of \$5,000 payable to the Treasurer of Jefferson County. Such bond shall be made for use and benefit of the owner or any party of interest in the property where said Refrigeration Appliance contractor furnishes any materials or performs any service, against loss or damage which may arise by reason of the work done or material furnished in violation of the requirements of any law of the Commonwealth of Kentucky or any ordinance of the County controlling such work. Such bond shall be executed by each applicant with a recognized and responsible surety company authorized to do business in the Commonwealth of Kentucky as surety thereon. Such bond shall contain in substance the agreement that if any work performed or conducted by the Refrigeration Appliance contractor is in violation of the provisions of this ordinance or of any adopted code, the principal and surety upon such bonds shall be jointly and severally liable to the home owner or any other person contracting for Refrigeration Appliance work, for such amount which is necessary to correct such Refrigeration Appliance work to conform fully with the provisions of this ordinance or any adopted code. Provided, however, such surety company may cancel said bond upon giving 30 days written notice to Jefferson County Code Enforcement. Upon date of expiration, the code official shall cause the contractor's identification to become suspended until such time as satisfactory evidence of a new bond is presented to Code Enforcement.

2. All licensed vehicles used in the operation of a refrigeration alliance contractor are to be properly

identified and such identification shall be visible on the outside of the vehicle at all times. The licensed vehicle shall bear the name of the company and identification number. All such identification shall be in letters not smaller than three inches high and must be kept legible at all times.

3. Identification shall be from March 1 to February 29.

I. Fire Detection Contractors Identification Requirements:

1. Any person, firm, partnership, or corporation engaged in the installation or repairing of central-station or interconnected fire detection equipment or systems shall be identified. (This shall exclude systems confined to one (1) living quarters)

2. All licensed vehicles used in the operation of a fire detection contractor are to be properly identified and such identification shall be visible on the outside of the vehicle at all times. The licensed vehicle shall bear the name of the company and identification number. All such identification shall be in letters not smaller than three inches high and must be kept legible at all times.

3. Identification shall be from May 1 to April 30.

J. Fire Suppression Contractors Identification Requirements:

1. Any person, firm, partnership, or corporation engaged in the installation or repair of fire suppression equipment or systems shall be identified.

2. Each applicant must furnish Jefferson County Code Enforcement with a copy of his/her current State of Kentucky Suppression Contractors license.

3. Exemption: Any application for a sprinkler system with ten (10) or less sprinklers on a domestic water system shall not require a identified contractor.

4. All licensed vehicles used in the operation of a fire suppression contractor are to be properly identified and such identification shall be visible on the outside of the vehicle at all times. The licensed vehicle shall bear the name of the company and identification number. All such identification shall be in letters not smaller than three inches high and must be kept legible at all times.

5. Identification shall be from May 1 to April 30.

K. Moving Contractor Identification Requirements:

1. Any person, firm, partnership or corporation engaged in the moving of buildings or structures shall be identified.

2. All licensed vehicles used in the operation of a moving contractor are to be properly identified and such identification shall be visible on the outside of the vehicle at all times. The licensed vehicle shall bear the name of the company and identification number. All such identification shall be in letters not smaller than three inches high and must be kept legible at all times.
 3. Identification shall be from May 1 to April 30.
- L. Wrecking Contractors Identification Requirements:
1. Each identified Wrecking Contractor must have a Wrecking License as a full time employee.
 2. All licensed vehicles used in the operation of a wrecking contractor are to be properly identified and such identification shall be visible on the outside of the vehicle at all times. The licensed vehicle shall bear the name of the company and identification number. All such identification shall be in letters not smaller than three inches high and must be kept legible at all times.
 3. There shall be two types of Wrecking Contractors.
 - a. "Type "A" identification shall be for contractors wrecking structures less than thirty five (35) feet in height, or two (2) stories, and/or less than three thousand (3,000) square feet.
 - b. "Type "B" identification shall be for contractors wrecking structures that do not meet the requirements of type "A" listed above.
 4. Each identified Wrecking Contractor shall provide a bond as follows:
 - a. Any person, firm, partnership, or corporation applying for a type "A" wrecking contractor identification shall, before being granted identification, execute and deliver to the Director of Code Enforcement a bond in the minimum sum of \$5,000 payable to the Treasurer of Jefferson County. Such bond shall be made for use and benefit of the owner or any party of interest in the property where said wrecking contractor furnishes any materials or performs any service, against loss or damage which may arise by reason of the work done or material furnished in violation of the requirements of any law of the Commonwealth of Kentucky or any ordinance of Jefferson County. Such bond shall be executed by each applicant with a recognized and responsible surety company authorized to do business in the Commonwealth of Kentucky as surety thereon. Such bond shall contain in substance the agreement

that if any work performed or conducted by the wrecking contractor is in violation of the provisions of this ordinance or of any adopted code, the principal and surety upon such bonds shall be jointly and severally liable to the home owner or any other person contracting for wrecking or demolition of a building or structure, for such amount which is necessary to correct such wrecking or demolition to conform fully with the provisions of this ordinance or any adopted code. Provided, however, such surety company may cancel said bond upon giving 30 days' written notice to Jefferson County. Upon date of expiration, the code official shall cause the contractor's identification to become suspended until such time as satisfactory evidence of a new bond is presented to Code Enforcement.

b. Any person, firm, partnership, or corporation applying for a type "B" wrecking contractor identification shall, before being granted identification, execute and deliver to the Director of Code Enforcement a bond in the minimum sum of \$25,000 payable to the Treasurer of Jefferson County. Such bond shall be made for use and benefit of the owner or any party of interest in the property where said wrecking contractor furnishes any materials or performs any service, against loss or damage which may arise by reason of the work done or material furnished in violation of the requirements of any law of the Commonwealth of Kentucky or any ordinance of Jefferson County. Such bond shall be executed by each applicant with a recognized and responsible surety company authorized to do business in the Commonwealth of Kentucky as surety thereon. Such bond shall contain in substance the agreement that if any work performed or conducted by the wrecking contractor is in violation of the provisions of this ordinance or of any adopted code, the principal and surety upon such bonds shall be jointly and severally liable to the home owner or any other person contracting for wrecking or demolition of a building or structure, for such amount which is necessary to correct such wrecking or demolition to conform fully with the provisions of this ordinance or any adopted code. Provided, however, such surety company may cancel said bond upon giving 30 days' written notice to Jefferson County. Upon date of expiration, the code official shall cause the contractor's identification to become suspended until such time as satisfactory evidence of a new bond is presented to Code Enforcement.

5. The identified wrecking contractor shall also file with the Code Enforcement a Certificate of Insurance verifying that the identified contractor has currently in

force a comprehensive general liability and property damage insurance policy naming the identified contractor and Jefferson County as the insured, and providing for the payment of any liability imposed by law on such identified contractor and/or Jefferson County to the following minimum requirements:

- a. Type "A" identified contractors shall be insured to the extent of:
 - (i) not less than three hundred thousand dollars (\$300,000.00) for bodily injury or property damage for any one occurrence and aggregate, due to the wrecking of buildings or other structures, and;
 - (ii) not less than three hundred thousand dollars (\$300,000.00) for bodily injury or property damage resulting from the completed operations hazard, and;
 - (iii) such policy shall not contain a bail and chain exclusion.
 - b. Type "B" identified contractors shall be insured to the extent of:
 - (i) not less than one million dollars (\$1,000,000.00) for bodily injury or property damage for any one occurrence and aggregate, due to the wrecking of buildings and other structures, and;
 - (ii) not less than one million dollars (\$1,000,000.00) for bodily injury or property damage resulting from the completed operations hazard due to wrecking of buildings and other structures, and;
 - (iii) such policy shall not contain a bail and chain exclusion.
6. Identification shall be from May 1 to April 30.
- M. Wrecking License Requirements.
1. The Director shall require each Wrecking Licensee to pass a written examination establishing in a manner satisfactory to the Director that the wrecking licensee has the necessary knowledge of the ordinance provisions relating to wrecking, the principles and practices of wrecking operations, and the obligations of a wrecking licensee.

2. The Director shall refuse to issue the license if he finds the Wrecking Licensee is not fit or qualified or is not suitable to engage in wrecking operation.
3. The wrecking licensee may be only affiliated with one identified contractor.
4. The wrecking licensee must submit a duly notarized application wherein all pertinent information and experience shall be included, and satisfactory proof that the applicant has been engaged in the business of wrecking buildings or structures for a period of one year in a supervisory capacity.
5. Licensing shall be from May 1 to April 30.

N. Sign Contractor Identification Requirements:

1. Any person, firm, partnership or corporation engaged in the for-profit installation or repairing of signs or outdoor advertising as defined in the Louisville and Jefferson County Development Code shall be identified.
2. All licensed vehicles used in the operation of a sign contractor are to be properly identified and such identification shall be visible on the outside of the vehicle at all times. The licensed vehicle shall bear the name of the company and identification number. All such identification shall be in letters not smaller than three inches high and must be kept legible at all times.
3. Identification shall be from May 1 to April 30.

SECTION VI.
City/County Agreement

- Any applicant desiring to obtain any type of license or identification from Jefferson County, who has been approved by the Director of the Department of Inspections, Permits, and Licenses of the City of Louisville shall, by virtue of this section be approved by Jefferson County. Any applicant desiring to obtain a license or identification from the City, who has been approved by Jefferson County, shall by virtue of this section be automatically approved by the Department of Inspections, Permits, and Licenses of the City.
- A. Every person, firm, partnership or corporation who holds a valid license or identification issued by Jefferson County shall be eligible to obtain a license or identification from the City of Louisville by payment of the required fees without taking a written examination.
 - B. Every person, firm, partnership or corporation who holds a valid license or identification issued by the City of Louisville

shall be eligible to obtain a license or identification from Jefferson County by payment of the required fees without taking a written examination.

C. Each department shall give or make available two examinations during each calendar year for licenses that have a written examination requirement. The examinations will be prepared and graded by the department giving the examination or the appropriate testing service used by the department.

D. All qualified personnel of the City of Louisville Department of Inspections, Permits and Licenses charged with the administration and enforcement of this ordinance, and all qualified personnel of Jefferson County Code Enforcement charged with similar enforcement within Jefferson County, Kentucky, shall be provided, free of charge, with the appropriate licenses required by the City of Louisville and Jefferson County, Kentucky, provided however, that such personnel shall be prohibited from applying for and obtaining permits for work within the City of Louisville and Jefferson County, Kentucky.

SECTION VII.

Identification, License and Identification Fees

A. The fee for Building Contractors identification shall be as follows:

1. The fee for Type "A" Building Contractor's identification shall be one hundred dollars (\$100.00) per year for obtaining more than four (4) permits a year.

2. The fee for Type "B" Building Contractor's limited identification shall be twenty five dollars (\$25.00).

B. The fee for an Electrical Contractor's identification number shall be one hundred dollars (\$100.00) per year.

C. Master Electrician

1. The license fee shall be fifty dollars (\$50.00) per year.

2. The fee for the license examination shall be as set by the National Testing Service.

D. The fee for HVAC Contractor's identification number shall be one hundred dollars (\$100.00) per year.

E. HVAC Licensee

1. The license fee shall be fifty dollars (\$50.00) per year.

2. The fee for a license examination shall be (\$50.00).

F. The fee for a Solid Fuel Burning Appliance Contractor identification number shall be fifty dollars (\$50.00) per year.

G. The fee for a Range-hood Contractor identification number shall be fifty dollars (\$50.00) per year.

H. The fee for a Refrigeration Appliance Contractor identification number shall be fifty (\$50.00) per year.

I. The fee for a Fire Detection Contractor identification number shall be fifty dollars (\$50.00) per year.

J. The fee for a Fire Suppression Contractor's identification number shall be fifty dollars (\$50.00) per year.

K. The fee for Moving Contractor's identification number shall be fifty dollars (\$50.00) per year.

L. The fee for Wrecking licenses and identification number shall be as follows.

1. The fee for a Type "A" Wrecking Contractor's identification number shall be one hundred dollars (\$100.00) per year.

2. The fee for Type "B" Wrecking Contractor's identification shall be two hundred dollars (\$200.00) per year.

M. The fee for a Wrecking Licensee

1. The license fee shall be fifty dollars (\$50.00) per year.

2. The fee for the Wrecking Licensee's examination shall be fifty dollars (\$50.00) per examination.

N. The fee for a Sign Contractor's identification number shall be one hundred dollars (\$100.00) per year.

SECTION VIII.

Payment of Identification or License Fees.

All identification and licenses shall be paid in full. Except as required for implementing this Ordinance, no identification or license fee will be prorated. During implementation only, if there is less than six (6) months before expiration, an additional twelve (12) months may be paid.

SECTION IX.

Permits and Inspection Fees

The following fees shall be charged and collected for inspections and permits issued or made by or under the authority of Jefferson County Code Enforcement.

A. BUILDING PERMIT FEES

1. The permit fees for new construction, additions, complete alterations of an entire building, tents and other temporary structures and change of Kentucky Building Code Use Group Classification permits shall be calculated according to the following table.

Kentucky Building Code Use Group Classification	PER SQ. FT.
A-1 assembly; theaters	\$.07
A-2 assembly; night clubs	.09
A-3 assembly; recreation centers	.07
A-4 assembly; churches	.07
B business	.05
E educational	.05
F-1 factory; low hazard	.05
F-2 factory	.05
H high hazard	.09
I-1 institutional; residential care	.05
I-2 institutional; incapacitated	.05
I-3 institutional; restrained	.05
M mercantile	.05
R-1 residential; hotels	.05
R-2 residential; multi-family	.05
R-3 residential; one & two family	.05
S-1 storage; moderate	.05
S-2 storage; low	.05
U utility; miscellaneous	.03

B. ELECTRICAL PERMIT FEES

2. Square footage shall be based on the number of square feet on every floor, including all finished portions of basements, calculated to the outside of the exterior walls.
 3. The fee for partial alterations, structures other than buildings, or any type of work that the square feet can not be calculated, the fee shall be calculated by a reasonable estimated cost to be submitted by the applicant. The fee shall be ten dollars (\$10.00) plus two dollars and fifty cents (\$2.50) per one thousand dollars (\$1,000.00) of estimated cost.
 4. Any permit issued by Code Enforcement for which the Commonwealth of Kentucky is responsible for conducting the required building inspections, shall be one half (1/2) the normal amount.
 5. A plan review fee shall be charged for all applications that are reviewed without issuance of a building permit. The plan review fee shall be one third (1/3) the normal permit fee.
 6. A fee shall not be charged for fire damaged structures if the work proposed is to repair fire damage only. A copy of the fire run report shall be furnished to Code Enforcement upon application.
 7. The fee for a "foundation only" permit shall be twenty-five dollars (\$25.00).
 8. There shall be a building permit extension fee charge of twenty-five dollars (\$25.00) for every approved request for an extension of a valid building permit beyond the one (1) year permit term.
 9. Permit fees for County owned projects may be waived by agreement of the Director of Public Works and the Deputy of Jefferson County Code Enforcement.
 10. The administrative fee for a Certificate of Use and Occupancy without issuance of a building permit, shall be twenty-five dollars (\$25.00).
 11. No building permit fee calculated under this section shall be less than twenty-five dollars (\$25.00).
1. The fees for initial installation of electrical wiring in one- or two-family residence shall be one hundred and twenty five dollars (\$125.00). This permit fee shall include two inspections.

2. The fee for a rewire, burnout, new service, repairs or additional wiring in a one or two family residence shall be thirty-five (\$35.00). This permit fee shall include one inspection.

3. The fee for installation of new electrical wiring other than in a one or two family residence shall be thirty-five dollars (\$35.00) for the base permit, twenty dollars (\$20.00) for each subpanel, twenty dollars (\$20.00) for each dwelling unit in residential structures other than one or two-family residences, and twenty five cents (\$.25) for each ampere at the service entrance up to and including six hundred (600) amperes. The fee shall be fifty cents (\$.50) for each ampere over six hundred (600) amperes. This permit fee shall include two inspections.

4. The fee for rewiring, burnout, new service or repairs in other than one or two family residences shall be thirty-five dollars (\$35.00) plus an additional twenty dollars (\$20.00) per each dwelling unit specifically involved in the work for residential property, or twenty dollars (\$20.00) per each subpanel specifically involved in the work for commercial property. This permit fee shall include one inspection.

5. The fee for the installation of a temporary pole shall be thirty-five dollars (\$35.00). This permit fee shall include one inspection.

6. The fee for any additional inspections not covered by the initial permit fee shall be twenty-five dollars (\$25.00). Code Enforcement shall have the right not to issue any additional permits to the applicant until the additional inspection fees have been paid in full.

C. HEATING, VENTILATION AND AIR CONDITIONING (HVAC) PERMIT FEES

1. The fee for HVAC installation, replacements and repairs in one- and two-family residences shall be as follows:

a. The fee for the installation, replacement or addition of heating equipment shall be fifteen dollars (\$15.00).

b. The fee for the installation, replacement or addition of cooling equipment shall be fifteen dollars (\$15.00).

c. The fee for the installation, replacement or addition of combination heating and cooling equipment shall be twenty five dollars (\$25.00).

d. The permit fee charged for the installation, replacement or addition of solid fuel burning equipment shall be twenty-five dollars (\$25.00).

2. The fee for the installation of HVAC equipment in residential buildings with three (3) or more units shall be as follows:

a. The fee for the installation, replacement or addition of heating equipment in multi-family residences shall be fifteen dollars (\$15.00) per dwelling unit.

b. The fee for the installation, replacement or addition of cooling equipment in multi-family residences shall be fifteen dollars (\$15.00) per dwelling unit.

c. The fee for the installation, replacement or addition of combination heating and cooling equipment shall be twenty five dollars (\$25.00) per dwelling unit.

d. The permit fee charged for the installation, replacement or addition of solid fuel burning equipment shall be fifteen dollars (\$15.00).

e. The fee for the installation, replacement or addition of a boiler shall be fifteen dollars (\$15.00) plus one dollar (\$1.00) for each radiator or fin tube connector.

3. The fee for installation of HVAC equipment in structures other than residential shall be as follows:

a. The fee for HVAC equipment shall be fifteen dollars (\$15.00) for the first apparatus, five dollars (\$5.00) for each additional apparatus plus one dollar (\$1.00) for each duct opening.

b. The fee for the installation, replacement or addition of a range hood shall be twenty five dollars (\$25.00).

c. The fee for the installation, replacement or addition of a chiller shall be twenty five dollars (\$25.00).

d. The fee for the installation, replacement or addition of a commercial dryer shall be twenty five dollars (\$25.00).

e. The fee for the installation, replacement or addition of a roof top unit shall be forty dollars (\$40.00) per unit.

f. The permit fee charged for the installation, replacement or addition of solid fuel burning equipment shall be twenty-five dollars (\$25.00).

g. The permit fee charged for the installation, replacement or addition of mechanical refrigeration equipment shall be twenty-five dollars (\$25.00) for the first 100 tons.

(i) The excess over one hundred (100) tons, but less than five hundred and one (501) tons, the fee shall be \$50.00.

(ii) The excess over five hundred (500) tons, the fee shall be \$75.00.

D. FIRE DETECTION AND SUPPRESSION PERMIT FEES

1. The fee for the installation and or replacement of a sprinkler system shall be as follows:

a. Fifty dollars (\$50.00) for the first two hundred (200) sprinklers plus ten cents (\$.10) for each sprinkler over two hundred (200), but less than four hundred (400) sprinklers.

b. The fee for a sprinkler system for four hundred (400) or more sprinklers shall be one hundred dollars (\$100.00) plus ten cents (\$.10) for each sprinkler over seven hundred and fifty (750).

2. The fee for automatic and/or manual fire detection systems shall be as follows:

a. The fee shall be ten dollars (\$10.00) per five thousand (5,000) square feet, or fraction thereof, up to seventy thousand (70,000) square feet.

b. The fee for over seventy thousand (70,000) square feet shall be one hundred and forty dollars (\$140.00) plus fifteen dollars (\$15.00) for each additional twenty thousand (20,000) square feet or fraction thereof.

3. The fee for a standpipe shall be thirty dollars (\$30.00) each. If a combination standpipe and sprinkler system is installed the fee shall be calculated by section D. 2.

4. The fee for a carbon dioxide fire suppression system shall be fifty dollars (\$50.00) for the first two-hundred (200) pounds of agent plus two cents (\$.02) for every pound in excess of two-hundred (200) pounds.

5. The fee for a halon suppression system shall be fifty dollars (\$50.00) for the first thirty-five (35) pounds of agent plus five cents (\$.05) for each pound of agent in excess of thirty-five (35) pounds.

6. The fee for a foam suppression system shall be one dollar (\$1.00) per gallon of foam concentrate. The minimum fee shall be fifty dollars (\$50.00); the maximum fee shall be one-thousand dollars (\$1,000.00).

7. The fee for a range hood suppression system shall be twenty-five dollars (\$25.00).

8. The fee for a dry chemical suppression system shall be thirty dollars (\$30.00) for the first thirty (30) pounds of agent plus twenty cents (\$.20) for each pound in excess of thirty (30) pounds.

9. The fee for a flammable liquid or pressure tank shall be twenty-five dollars (\$25.00) for the first tank plus five dollars (\$5.00) for each additional tank located in the same building.

E. MOVING PERMIT FEES

1. The fee for moving a building to a permanent site shall be two hundred dollars (\$200.00).

2. The fee for moving a building to a temporary storage site shall be two hundred dollars (\$200.00)

3. The person responsible for moving a structure shall submit with the moving permit application a Certificate of Liability Insurance for an amount not less than \$500,000.00 insuring against any and all damage caused by said moving.

F. WRECKING PERMIT FEES

1. The building official shall issue three (3) Types of wrecking permits which shall be classified as "Type A", "Type B" and Type "C".

a. Type "A" permits shall be for any structure of not more than two (2) stories or thirty five (35) feet in height and contains less than three thousand (3,000) square feet of floor space (total square feet of all floors).

b. Type "B" permits shall be for any structure that does not meet the criteria of Type "A" permits.

c. Type "C" permits shall be for any structure of not more than one (1) story or twenty five (25) feet in height or more than one thousand five hundred (1,500)

square feet of floor space. Type "C" permits shall be property owner permits only. Any permit that meets the requirements of a Type "C" permit and is applied for by a licensed wrecking contractor shall be considered a Type "A" permit.

2. The fee for Type "A" wrecking permits shall be twenty five dollars (\$25.00) for the first one thousand (1,000) square feet plus ten dollars (\$10.00) for each additional one thousand (1,000) square feet or fraction thereof.

3. The fee for Type "B" wrecking permits shall be fifty dollars (\$50.00) for the first one thousand (1,000) square feet plus ten dollars (\$10.00) for each additional one thousand (1,000) square feet or fraction thereof.

4. The fee for Type "C" wrecking permits shall be the same as Type "A" wrecking permits.

5. All applicants obtaining a Type "C" wrecking permit shall post a five hundred dollar (\$500.00) cash or certified check bond as security conditional upon proper completion of the work.

a. The cash bond shall be returned to the applicant upon proper completion of the work. However, should the applicant not properly complete the demolition of the building, including the required cleaning, grade restoration and seeding within sixty (60) days from the date of the issuance of the permit, the applicant shall forfeit the bond unless an extension of time is granted in writing by the director for good cause. Any such extension must be requested in writing at least three (3) working days before the expiration of the 60 day period.

b. The director is empowered to waive the required cash bond for structures without a basement.

6. The fee for each thirty days of extension time shall be ten dollars (\$10.00).

7. The fee for any extension applied for less than three days prior to the expiration of the permit shall be one half (1/2) the original permit fee not to exceed one hundred dollars (\$100.00).

8. In cases where a permit fee was waived or not charged, the fee for an extension applied for less than three days prior to the expiration of the permit shall be one half (1/2) the permit fee that would have been charged had not the original permit fee been waived or not charged, not to exceed one hundred dollars (\$100.00).

G. SIGN PERMIT FEES

The fee for a sign permit shall be fifty cents (\$.50) per square foot of each face as defined in the Louisville and Jefferson County Development Code.

H. PARKING LOT PERMIT FEES

The fee for the original construction of a parking lot or expansion of an existing parking lot shall be twenty five dollars (\$25.00) for the first ten (10) spaces plus an additional charge of twenty five cents (\$.25) for each additional space over ten (10) spaces.

I. TAX MORATORIUM FEES

The administrative fee for a tax moratorium application shall be forty dollars (\$40.00) for each property. The fee shall be shared equally by the Jefferson County Code Enforcement, and the Property Valuation Administration. This fee shall be charged regardless of approval of the application.

J. PENALTY FEE

A penalty fee shall be assessed for starting work without a permit. The penalty fee shall be the same amount as the standard fee, but not less than one hundred dollars (\$100.00). The penalty fee shall be paid in addition to the standard fee.

In cases where a permit fee was legally waived, the penalty fee shall be assessed upon the above criteria as if the standard fee had been assessed.

K. ADMINISTRATION FEE

1. An administration fee in the amount of twenty five dollars (\$25.00) shall be charged to an applicant for obtaining other permits prior to issuance of the building permit as required by the Ordinance.

2. An administrative fee in the amount of twenty five dollars (\$25.00) shall be charged to an applicant for failure to note on a permit application the previously issued building permit number, if any, for the building or structure noted on said permit application.

3. An administrative fee in the amount of fifty dollars (\$50.00) shall be charged for the administrative costs of the required legal advertisements for the demolition of contributing buildings or structures which are listed on the National Register of Historic Places.

4. An administrative fee in the amount of forty dollars (\$40.00) shall be assessed for each property listed by the applicant on an Assessment/Reassessment Moratorium Certificate.

cate Application Form. The administrative fee shall be charged regardless of approval of the application. The administrative fee shall be shared equally by Code Enforcement, and the Property Valuation Administration.

SECTION X.

Penalties

Any person, firm, partnership or corporation violating any of the provisions of this ordinance shall be guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine of not less than twenty-five dollars (\$25.00) nor more than one-thousand dollars (\$1,000.00) or by imprisonment of a period of not more than fifty (50) days, or both such fine and imprisonment for each offense. Each day the violation continues shall be a separate offense. No additional notice other than the notice for the original offense shall be required to convict a person, firm, partnership or corporation for such violations resulting from a continuation of such offense.

SECTION XI.

Severability

If any section, subsection, sentence or clause of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and an independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION XII.

Conflict

If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance is found to be in conflict with a provision of any zoning, building, health, fire or safety code of the County, the provision which establishes the higher standard for the promotion and protection of the public health and safety shall prevail.

SECTION XIII.

Effective Date

All rates for identification and license fees required herein shall be effective January 1, 1991.

This Ordinance shall take effect May 1, 1991. ADOPTED by the Fiscal Court of Jefferson County, Kentucky, on the 25th day of April, 1991.

SEVENTH MEETING - COMPACT NEGOTIATIONS

NOVEMBER 18, 1997

Present were: Tina Heavrin and Bruce Traughber.

The City distributed a proposal that purported to outline their position on the Compact. The City's written proposal is probably the worst case scenario of what had previously been discussed that could have been put in writing. After much discussion about the importance of moving this community forward through a Compact agreement on the agencies to be streamlined and merged, the County agreed to submit a proposal in writing to the City that reflected the substance of the negotiations to date.

The Filson Historical Society

Compact Renewal provisions for 1998 General Assembly:

- 1) Tax sharing. Distribution of occupational taxes will continue as is.
- 2) Annexation. Subject to approval of City/County Attorneys regarding how to structure this provision and preserve the freeze on annexations and incorporations, a "window of opportunity" will be provided to suburban cities to clean up minor boundary problems through voluntary annexations using the criteria from Mayor's letter. (It is anticipated that the territory designated as the new location for the City of Minor Lane Heights can be included in this provision.
- 3) Agencies identified in original Senate Bill on Compact. No changes, all continue as originally changed.
- 4) Term - 12 years.

Compact Renewal provisions for inclusion in local ordinances:

- 1) Tax distribution, annexation and term provisions consistent with state statute language.
- 2) Existing agencies included in Compact ordinance.
No changes except:
Human Relations - correct the language regarding quorum.
DES - clarify that the funds collected through the surcharge on phone bills for E911 will cover charges previously paid by the City and the City commits to building out the system of sirens over 5 fiscal years.
- 3) Creation of a Joint Infrastructure Fund. The City and County agree to create a Joint Infrastructure Fund which shall contain such funds as either the City or County choose to appropriate to it. Upon the joint recommendation of the Mayor and County Judge, the Board of Aldermen and the Fiscal Court shall jointly appropriate money from the Fund for

infrastructure improvements which create or keep jobs at the location being improved.

1/2 million
FY99

Initially, the Fund shall be created with the proceeds from the sale of the Ormsby Village property. All expenditures to date, less the \$2,750,000 the City and County agreed in 1986 to use for capital improvements to the property, shall be deemed as part of the Fund and, with the approval of the Compact renewal will be deemed to have been expended by joint approval of the City and County from the Fund. The exact amount of such expenditures are (\$8.2 mil. less \$2.75 mil approved, less \$1 mil in bank = \$4.45 mil) . It is anticipated that proceeds in hand and the proceeds from pending sales will result in a Fund of over \$6,500,000 within three years to be available for future appropriation.

Interest
free loan
to Humana
for ball
park

Since the initial \$4.45 mil. of the Fund was spent in the County outside the City, and we would anticipate spending a like amount from the Fund within the City's limits before any additional expenditures outside of the City's limits, the Compact will provide that the Fund proceeds are to be pledged for and used for the repayment of a \$4 million, five year interest-free loan from Humana to the City for the Louisville Slugger Park project.

4) Proposals for switching funding responsibilities for current joint agencies and creating new joint agencies:

Can continue to discuss Waterfront, Belle of Louisville, Redevelopment Authority (Naval Ordnance), Portland Clinic, Parks, Library, Police, Works and IPL. However, since it is clear that the shift in responsibilities would not increase or decrease the funding obligations of one or the other governments, there is no need to complete these discussions as part of the Compact. Reaching agreement on these agencies will not be a condition for renewing the Compact.

Yes
IPL & ABC
need to be
managed.

County
Response
to Info
Request

HURSTBOURNE GREEN

UNSOLD LOTS

LOT	ACRES	PER/ACRE	PRICE
3	14.4	115,000	1,656,000
106	3.6	100,000	360,000
107	5.6	100,000/useable acre	350,000
120B	8.74	115,000	1,005,100
120C	3.26	90,000	293,400
134	6.7	97,000	649,900
134A	7.5	38,579	289,345
145	3.27	94,801	310,000
152	1.0	100,000	100,000
153	1.9	100,000	190,000
TOTAL	55.97		\$5,203,745

The Filson Historical Society

Post-It™ brand fax transmittal memo 7671 # of pages > 1

To <i>Bruce Traugott</i>	From <i>Kerry McCall</i>
Co.	Co.
Dept.	Phone #
Fax #	Fax #

SIXTH MEETING - COMPACT NEGOTIATIONS

NOVEMBER 14, 1997

Present were: Tina Heavrin and Bruce Traugher.

The first item discussed was the Hurstbourne Green project and its effect on the Economic Growth Fund. The City still is insisting that Hurstbourne Green be resolved and that they would like to know expenditures and receipts for sales at the property.

The next issue raised was what impact on the Judge's decision to run for which office could be caused by the Compact negotiations. The City was advised that the negotiator had no knowledge of that issue.

The next issue discussed was the merged Works Department. There are still a number of problems with merging this department, including the differential and administrative and level of services provided. The City asked where was the proposed location for the merged Works Department and they were advised that was still open for discussion.

The final issued discussed was Inspection, Permits and Licenses services. The City would like to know what services we perform now and the cost of those in a format similar to that provided by the City.

FIFTH MEETING - COMPACT NEGOTIATIONS

NOVEMBER 12, 1997

Present were: Tina Heavrin and Bruce Traughber.

The first Issue discussed was the Economic Growth Fund. The City continues to propose that Hurstbourne Green proceeds be rolled into this Economic Growth Fund. The County maintains that there must be some type of general fund appropriation to this Economic Growth Fund for a period of years. The amounts discussed in this meeting were \$1 million each. The City still seeks an incentive in case the Compact expires, and the agreement is that there would be a continued funding of this Economic Growth Fund by all or part of the occupational taxes created on the site, and that the sharing would be the same percentage as identified in the occupational tax revenue formula.

Concerning annexation, the City is developing language along the lines of their proposal. The County indicated that depending on the length of the Compact, there should be reopener periods.

Concerning the term of the Compact, the City maintains that the Compact should be at least 12 years in length. It is their belief that any period of time shorter than that will give the General Assembly the opportunity to change a portion of the Compact agreed to by the City and County. Their fear is once that begins, where will such changes stop?

In discussing the realignment of the Naval Ordnance Facility, Waterfront Corporation Board and the Belle of Louisville Belle, the City's position is that the Board seats should be left as they are.

In discussing the Inspections, Permits and Licenses, the City presented a document that indicated that it would cost about \$4 million for the City to operate IPL and provide a level of service throughout the County equivalent to what is provided in the City. There is a \$1.6 million capital expenditure as well.

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November 12, 1997

The County provided information on Family Health Centers and their estimated \$3.5 million operating cost.

It appears that the City is counting on the Chamber of Commerce to present a proposal to the Mayor that he will find acceptable on the OED issues. There apparently is still a great concern on the part of the City that the Mayor is not ready to turn business retention over the Chamber by contract.

The parties agreed to meet again Friday, November 14, and to try and resolve all outstanding issues as soon as possible. The County is to present a more thorough proposal on transportation in the meeting Friday.

The Filson Historical Society

MEMORANDUM

NOV 06 1997

CITY OF LOUISVILLE

TO: Christina Heavrin, Deputy Mayor
Mayor's Office

FROM: William P. Schreck, Director
Inspections, Permits and Licenses

DATE: November 4, 1997

RE: **Merger**

*Annual
\$0,328,000*

As requested, I reviewed our budget and made some projections on what it would cost for us to provide inspections, permits and licenses services to the entire county. In making these projections, I projected what I believe would be the start up costs to create this expanded department. Once created, it would be our goals to make every effort to pursue cost savings in the operations without compromising service to our customers. I believe, as with our current department, that once merged, cost savings would be found over time.

The following are projections as to the initial costs for the first year operation of a County Department of Inspections, Permits and Licenses.

- 1) **Building/Electrical/Mechanical/Plumbing/
Elevator Inspections and Construction Review:** **\$3,120,000 Annual**
As stated in my previous memo, our department currently performs elevator and plumbing inspections for the State. This projection is based upon our assumption that these responsibilities would become countywide. The county currently issues a little over twice as many permits as our agency; therefore, we tripled our current budget allocations for these services.
- 2) **Licensing and Permits/ABC** **600,000 Annual**
Assuming that the county would adopt several enforcement regulations that the City currently has, i.e. taxicabs, horsedrawn carriages, private investigators, etc., we projected the need in the county to be similar to ours. Based upon this assumption, we doubled our current costs of operating this division.
- 3) **Property Maintenance-Illegally Parked Stored Vehicles/
Rodent Control/Zoning Enforcement** **\$1,920,000 Annual**
We assume that the county has approximately half of these types of enforcement problems as the city. Because of this, we took the current cost of our Property Maintenance Division and added 50% to give a total cost of operation.
- 4) **Demolition** **\$960,000 Annual**
Since buildings in the county are somewhat newer than those in the City, we projected their need for demolition to be approximately half of ours. To financially support this expanded division, we do not feel that we would need to increase staff but we would need to increase the contractuals by about 50%.

- 5) **Landmarks** **\$41,000 Annual**
Since we were uncertain as to how the county interacts with its preservationist we did not see a need to increase our budget cost in this area. If it is determined that there is additional demands in the county for this type of service then an increase to the budget of this division would need to be made.
- 6) **Support Divisions** **\$1,390,000 Annual**
Projecting that the building division operates at twice our current level and Property Maintenance will operate at approximately half ours, we increased the cost of this division by 100%.
- 7) **Administration/Finance/Personnel** **\$872,000 Annual**
Realizing that this is a support division, we feel that with an increase of 50% over current we could administer this expanded agency.

Capital

The capital expenditures needed to create this merge agency would be substantial. Realizing the county has no radio transceivers for their inspectors, no vehicles and very few computers, we feel that we would need to purchase enough of these items to support the additional personnel and operational demands.

Computer Hardware (software costs already expended)	\$350,000
Vehicles – 61 at an estimated cost per unit of \$15,000 cost	\$915,000
Radio Transceivers – 61 at 900 per unit cost	\$54,900

1,669,900

Location

\$425,000

The optimum situation for efficiency and customer service would be that this expanded agency be relocated at one location. We also feel that this location should not be in the downtown area due to its limited parking and difficult access for customers, as well as employees. Because of this, we feel that we could best serve our customers by being centrally located within the county. Currently, our department occupies 21,000 square feet of office space. We feel that we would need approximately \$50,000 to house the additional staff, files, supplies, etc. for this expanded agency. This is a projection of square footage cost of \$8.50, the cost to house this merge operation. Depending upon the location found this cost maybe less.

Tina, as stated in my previous memorandum, the merging of the city and county functions would initially be very expensive and difficult to accomplish. However, once merged I believe we could save money and provide a better quality product to our customers.

I hope the above satisfies your needs. If you wish to discuss it further please let me know.



DRAFT

MEMORANDUM

To: Melinda Rowe MD, MPH
From: Bill Wagner
Date: November 10, 1997
Re: **Family Health Centers - Required Financial Support**

Following your request, I have prepared the following summary of funds needed to support the Family Health Center's current level of services to the medically indigent.

Local Funds- During the current fiscal year, the City of Louisville contributed \$1,443,040 towards the operation of FHC. At the current level of expenditures (prior to the implementation of Medicaid Managed Care) FHC is experiencing a monthly deficit of \$15,000, or \$180,000 annually. In addition, FHC expects to provide a COLA on July 1, 1998, which will increase costs by approximately \$200,000. With these additional increases, the total local funds needed for FYE 6/30/98 would be **\$1,823,030**.

Federal Grant Funds - The federal Bureau for Primary Health Care (BPHC) provides direct grants to FHC under the Community Health Centers program and the Health Care for the Homeless program. During the current fiscal year, FHC received grants of \$1,034,205 and \$452,890 respectively, totaling **\$1,486,795**.

In order to qualify for federal grant funds under the federal Community Health Centers program, FHC must be a 501(c)(3) non-profit organization and maintain a community-based board that has the authority to establish policy for the centers. In addition, the center must maintain control over financial management and human resources management, with personnel remaining under the FHC's employment.

Medicaid Funds - Effective November 1, 1997, the Medicaid program in Jefferson County and 15 surrounding counties was converted to managed care under Passport Health Plan. This means that primary care centers like FHC will convert from cost-based reimbursement to pre-paid capitated reimbursement. FHC projects a loss of \$1.7 million in Medicaid revenue as a result of this change.

A proposal has been made to University Health Care to subsidize this loss through the creation of a Safety Net fund. If the level of subsidy from this fund is not sufficient to maintain the current level of services, FHC would need additional local support up to **\$1.7 million** annually.

DRAFT

Support for Dixie Health Center - If the Family Health Centers, Inc. were to assume responsibility for the operation of the Dixie Health Center under the FHC primary care license, FHC would require annual support for indigent care and one-time funding for the relocation of the center to a more suitable location. Annual operational support would be approximately \$300,000 annually. The cost of a new 8,000 sq. ft. facility is estimated to be \$1 million.

The Filson Historical Society

FOURTH MEETING - COMPACT NEGOTIATIONS

NOVEMBER 5, 1997

Present were: Tina Heavrin, Mac Unger, Steve Rowland and Bruce Traugher.

The first item of discussion was a document prepared by Tina Heavrin which showed the original Compact split of 44 percent City expenditures and 56 percent County expenditures for the agencies that each took under the 1986 Compact. What this means is that the agencies were split about 50/50 in 1985, and in 1986 this new formula occurred. The question discussed was whether or not the City meant that this same formula needed to be applied to any split among the City and County on agencies in the 1998 Compact renewal. The answer to that question is "no."

The other items discussed were Inspections, Permits and Licenses. The City has instructed their staff to take what the City does and apply that on a County-wide basis to get some estimate of the cost of the City providing that service. Using this as a model, there will be some agencies, such as Air Pollution and the Health Department that are left with inspectors.

Also discussed was the issue of the Economic Growth Fund. The City maintained that it is very important to resolve Hurstbourne Green outstanding issues as a part of any Compact agreement to create a joint capital pool. The County indicated that it would be possible to consider doing that and there should be some funds available to begin this pool but there would be a need for a capital appropriation from each government for a period of time. Discussion ensued on a variety of ways to recapture a portion or all of the Occupational Tax to replenish this fund from the special projects undertaken by it.

The parties agreed to go to Houston next week to take a look at the transportation center there and to get some feel for whether or not such a project would work as part of this Compact.

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November 5, 1997

The Division of Economic Development was also discussed and the City again made it clear that the Mayor does have problems with the concept of the Chamber running the business retention activities of the Office of Economic Development. We have decided to press forward on this issue and to make a proposal that will move most of those activities to the Chamber.

The final point for discussion was a timeline for this part of the Compact negotiations to be completed. The parties agreed to begin drawing up a list of splits and possible funding scenarios by the end of next week. The parties also agreed they would not present their proposals to the Mayor and the County Judge until the discussions on police are completed and that those decisions are included in the analysis of how expenses would be spread through the new Compact.

The City also continued to press regarding the \$250,000 for trunklines through the E-911 system. The County proposed that it would be reasonable to perhaps eliminate that cost to the City, if the City would agree to a time certain to complete all the installation of warning sirens throughout the whole County as was their responsibility under the original Compact.

TABLE 3
CITY-COUNTY
JOINT AGENCIES AND INDIGENT CARE

Agency	Current Distribution of Funding Fiscal Year 1985-86		City-County Agreement: Effective July 1, 1986 (Expressed in FY 1985-86 Dollars)	
	City	County	City	County
I. JOINT AGENCIES				
Human Relations Commission	\$ 57,980	\$ 111,250	\$ 223,500	\$ -
General Operations	272,750	-	57,980	-
Contract Compliance Unit	322,950	272,750	-	545,500
Planning and Zoning Commission	84,050	322,950	645,900	-
Disaster and Emergency Services/911	-	84,050	-	168,100
Crime Commission	-	-	-	-
Health Department	-	-	-	-
General Operations, VNA, Mosquito Control	1,982,220	1,982,220	-	3,964,440
City Rodent Control	116,480	-	116,480	-
Zoological Commission	601,410	601,410	1,202,820	-
Air Pollution Control District	283,220	283,220	-	566,440
Louisville Free Public Library	2,504,260	2,504,260	2,504,260	2,504,260
Louisville Museum of History & Science	237,880	237,880	475,760	-
Metro Parks and Recreation	4,397,530	2,759,780	4,397,530	2,759,780
Fire Communications Bureau	505,840	333,910	505,840	333,910
Flood Protection	459,540	248,460	459,540	248,460
Purchasing Department	257,070	140,420	257,070	140,420
SUBTOTAL: JOINT AGENCIES	\$12,194,930	\$ 9,883,060	\$10,846,680	\$11,231,310
II. INDIGENT CARE				
Quality and Charity Trust	\$ 2,271,870	\$ 3,022,330	\$ 2,647,100	\$ 2,647,100
Louisville Memorial Primary Care	810,130	-	810,130	-
SUBTOTAL: INDIGENT CARE	\$ 3,082,000	\$ 3,022,330	\$ 3,457,230	\$ 2,647,100
III. GRAND TOTAL: JOINT AGENCIES AND INDIGENT CARE				
	\$15,276,930	\$12,905,390	\$14,303,910	\$13,878,410

NOTE: The County's proposal would shift \$973,020 in funding responsibility from the City to the County.

14,111,020

3,457,230

3,964,440

2,271,870

3,022,330

2,647,100

2,647,100

THIRD MEETING - COMPACT NEGOTIATIONS

October 31, 1997

Present were: Tina Heavrin and Bruce Traughber.

Concerning Inspections, Permits and Licenses, the City believes that the County has not invested in their personnel to the per capita level as has the City. The City then believes that as the level of service goes up, then costs should follow. By this they mean that if there were to be a merger of IP&L into the City, and the decision was made to provide the same level of service county-wide, then funds should follow. The City does have an interest in operating Inspections, Permits and Licenses on a county-wide basis.

A discussion was held on the proposed new Chapter 67 Enforcement Ordinance the County is currently working on. The City appears to be philosophically in agreement with the goals the County is trying to achieve.

The City is to work on the role that IP&L plays in roadway permits. There was also a discussion about the use of CDBG money by IP&L in the City. It appears that the money that is used is mostly for demolition in low income areas.

Concerning the loan programs of the Office of Economic Development, the City checked with the Community Development Bank and found that they were not interested in operating these programs on contract. Because of their newness, the Bank felt uncomfortable with taking on an additional role.

There will be a meeting next Wednesday, November 5, 1997, with the Chamber to discuss the Office of Economic Development and other similar programs.

With regard to annexation, the City raised the issue of changing the Urban Services District from being a body that was created by Fiscal Court to one that people vote on and create themselves. This should make it possible for the Urban Service District to become a taxing district. The City intends to speak to Jim Wayne about setting a time limit for Minor Lane Heights to find an area in which they wish to incorporate.

Concerning the County's transportation program, the City maintains a computerized traffic light operation and the State is installing monitors on I-65. DES oversees these projects. The County has not made a similar investment in this type of program. The City's initial position is that they are already doing it and that it will be difficult to bring the State into participation in this program. They are also concerned about how the KIPDA road planning role interfaces with this proposal.

Concerning an economic growth fund, the City has counter-proposed that instead of earmarking the occupational tax sharing going into the City, that other funds be used to create this shared investment strategy. They cite as a perfect example for this sharing to begin, using the Hurstbourne Green site and the joint proceeds there as a starting point for this capital investment pool. The City further proposes that occupational taxes arising out of locations for which this joint money is used be directed into this pool and thus become a permanent source of funding for joint capital investments. This investment would continue even if a Compact were to go out of existence under their proposal.

Concerning DES and E-911, the City wants to talk in the Compact about the \$250,000.00 for trunklines. The City, of course, wants to quit paying that for the trunklines and have the E-911 system pick up this expense.

Under the Compact, the \$1 million shift from city to county on joint agencies was accomplished by the City taking on \$280,000 of the County's share of the QCCT. When we got our QCCT money back from an outside source, the City did not ask the County for the \$280,000 (adjusted for inflation). Now that we are getting money from an outside source for the E911 system, the County isn't entitled to that benefit either.

County contends that the City got a \$250,000 windfall from the E911. However, the County got a \$280,000 windfall (adjusted for inflation) when state paid QCCT amounts because the redistribution of QCCT under Compact was from county to city.

The Filson Historical Society

City
handout

Premise under Compact was that the County should pay 56% of cost of joint agencies.

Before Compact, agencies affected were:

city - 50.8%
county - 49.2%

First year after Compact took effect:

city - 44.1%
county - 55.9%

This fiscal year those same agencies:

city - 45.6%
county - 54.4%

(a slip from county to city of 1.5%)

AFTER reducing city's cost for DES by \$250,000

city - 44.9%
county - 55.1%

(a slip from county to city of 0.8%)

SECOND MEETING - COMPACT NEGOTIATIONS

OCTOBER 29, 1997 - 1:00 P.M.

Present were: Tina Heavrin, Bruce Traugher and Faye Ellerkamp representing the Jefferson County League of Cities.

Ms. Ellerkamp presented, on behalf of the League, their request to be allowed to annex property during the course of the next Compact. The City and the County explained to Ms. Ellerkamp the City's interest in maintaining the ban on annexation, and the City's proposal to provide a window of opportunity for annexation between now and the end of the current Compact.

Also discussed was the idea of an Urban Services District being able to provide a higher level of services in sections of the unincorporated county which demand them.

Ms. Ellerkamp's reaction to these proposals was generally positive. She urged both parties to continue to work together in the spirit of cooperation and focus on what is good for the entire community. She emphasized particularly that the small cities do play a vital role in this community by providing services and they should be recognized for that role. City and County agreed to meet again on Friday, October 31, 1997, at 1:00 p.m.

FIRST MEETING - COMPACT NEGOTIATIONS

OCTOBER 27, 1997

Present from the City: Tina Heavrin. Present from the County: Bruce Traugher and Steve Rowland.

Following the previously agreed to order of discussion, the first issue was occupational tax.

After considerable discussion, the City's negotiator agreed to favorably present for consideration to the Mayor the County's proposal to share a portion of the occupational tax.

Concerning annexation issues, it was agreed to invite Faye Ellerkamp, as the representative of the League of Cities, to the next meeting to discuss annexation issues on behalf of the League of Cities.

Concerning existing Compact agencies, it was tentatively agreed that Jefferson County would be responsible for the Belle of Louisville and that the City of Louisville would be responsible for the Waterfront Development Corporation. It also was agreed that Naval Ordnance would make sense as a City-directed project. However, a decision on this was held in abeyance until further discussion of finances occurs. The County pointed out that they have no problem with parks and libraries in their present operating manner. The City pressed on the point of Family Health Centers being transferred to County Government. The City also advised that during these Compact negotiations it was their intent to split apart from joint city/county purchasing. In addition, it was agreed that the City's negotiator would provide language on the governance of DES, particularly with the new E-911 setup and that the County would prepare a change to be made on the quorum requirement on the Human Relations Commission.

In discussing the County's proposal for consolidation of all business attraction retention services, the City and the County basically agreed that the neighborhood and commercial loan programs should stay with the respective governments; that the minority loan programs need a home, perhaps the community Development Bank and should not be transferred to the Chamber of the Commerce. The rest of the Office of Economic Development and their business retention activities could be performed by the Chamber through a contract arrangement.

Discussion was held on the inspections, permits and licensing proposal from the County. Both sides are to develop additional financial issues for further discussions. The County agreed to bring back a more refined proposal concerning its recommendation in the area of transportation. The parties agreed to meet again at 1:00 p.m. on Wednesday, October 29, 1997.

The Filson Historical Society



compact

File

MIKE CONLIFFE

JEFFERSON COUNTY ATTORNEY

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LOUISVILLE KY 40202

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MEMORANDUM

N. SCOTT LILLY
FIRST ASSISTANT

To: David L. Armstrong
County Judge/Executive

From: Scott Lilly *NSL*

Date: August 25, 1997

Re: "Metro Mayor" Proposal

Your memorandum of August 8 regarding the above matter has been directed to me for response. Essentially, you have requested this office review OAG 97-22 and provide you our legal analysis of the overall proposal and ".... an assessment of the likely outcome of a court challenge to this proposed action by the Kentucky General Assembly." It is our opinion OAG 97-22 did not address several constitutional, statutory and common law issues and a legal challenge to the proposed "metro mayor" legislation could have merit.

There are three issues, two of which are related, that are conspicuously absent in the analysis set forth in OAG 97-22. The first issue is that OAG 97-22 does not address the relevance of Section 124 of the constitution to the opinion's fundamental premise that the County Judge's only constitutional power/duty as an executive officer is as a voting member of Fiscal Court. It is beyond cavil that the General Assembly may control the statutory powers and duties of the County Judge/Executive and the Fiscal Court constrained only by constitutional parameters. In this regard, however, reference is made to Section 124 of the state constitution, part of the 1976 judicial amendments, where it states, in pertinent part:

Nothing in such amended sections shall be construed to limit the powers otherwise granted by this constitution to the county judge as the chief executive, administrative and fiscal officer of the county, or to limit the powers otherwise granted by the constitution to the justices of the peace or county commissioners as executive

administrative and fiscal officers of a county, or of the fiscal court as a governing body of a county. (emphasis added).

When this language is considered in conjunction with the other constitutional sections referencing the office of County Judge, i.e., Sections 99 and 144, it certainly can be argued with some force that the County Judge has been constitutionally designated the “chief executive” officer of the county, both in the administrative and the fiscal sense. While the General Assembly could strip the County Judge of most of his statutory powers, it is apparent the legislature could not deprive such office of so much executive authority that it would effectively render meaningless the County Judge’s chief executive status. To do so would contravene the clear intent of Sections 99, 124 and 144 to repose such authority in the office of County Judge in a county governed by a fiscal court. In other words, given the clear implication of these constitutional provisions, the General Assembly could not emasculate the office of county judge to the extent it would be devoid of all executive authority.

Interestingly, a similar analysis was made by the old Court of Appeals in, Johnson v. Commonwealth, 291 Ky. 829, 165 S.W. 2d 820 (1942), a case involving a challenge by the Attorney General to legislation that permitted the various state agencies to employ outside counsel. The Attorney General argued, among other things, that the General Assembly was attempting to eliminate the inherent and constitutional powers of the Attorney General. Finding the legislation constitutional, the Court of Appeals held the General Assembly could legislatively dilute the Attorney General’s powers by assigning them to others but cautioned there were limits to this authority:

In conclusion, we are of opinion that, while the Attorney General possesses all the power and authority appertaining to the office under common law and naturally and traditionally belonging to it, nevertheless the General Assembly may withdraw those powers and assign them to others or may authorize the employment of other counsel for the departments and officers of the state to perform them. **This, however, is subject to the limitation that the office may not be stripped of all duties and rights so as to leave it an empty shell, for, obviously, as the legislature cannot abolish the office directly, it cannot do so indirectly by depriving the incumbent of all his substantial prerogatives or by practically preventing him from discharging the substantive things appertaining to the office.** (emphasis added). Id, 165 S.W. 2d at 829.

This analysis is even more compelling when viewed in light of Section 124's constitutional recognition of the county judge’s office as “the chief executive, administrative and fiscal officer of

the county". In fact, even before the adoption of Section 124, the Court of Appeals reaffirmed the Johnson analysis with respect to the fiscal court as a body even where an urban-county government had been adopted in Lexington and Fayette County; see, Holsclaw v. Stephens, Ky., 507 S.W. 2d 462, 474, footnote 2 (1974). Therefore, if the "metro mayor" proposal intends to deprive the county judge's office of **all** executive, administrative and fiscal powers except as a voting member of fiscal court, there is legal precedent to argue the constitutional limitations on the General Assembly's authority will not permit such complete abrogation of the county judge's chief executive powers.

The second issue relevant to the "metro mayor" proposal which is not addressed by OAG 97-22 is the apparent conflict of interest a "metro mayor" would have as the chief executive of two separate governmental entities, one a creature of the constitution (Jefferson County) and the other a statutory creation whose existence depends on the good graces of the General Assembly (City of Louisville). Each government operates with vastly different legislative bodies, departmental structure, constituencies, statutory powers and duties, etc., yet it is proposed the two governments will be statutorily mandated to share an occupational license fee pool divvied up by the "metro mayor". How could such an executive possibly avoid an inherent conflict of interest when the "metro mayor" simultaneously must decide the budgets for both entities and the revenue each will receive from the available occupational fee pool? In essence, the "metro mayor" cannot keep from having divided loyalties and would be placed in the untenable position of robbing Peter to pay Paul. The fact each of the legislative bodies must approve their respective budgets as well as the division of the occupational fees does not alleviate the conflict. In the event of a disagreement over the division of revenue, who will negotiate the settlement? Ordinarily, the chief executive or his/her designee would conduct such negotiations but that obviously would be impossible under the "metro mayor" concept because such executive would have to negotiate with himself! Almost as absurd would be the appointment of negotiating teams by the legislative bodies for the purpose of advocating their "position" to the "metro mayor" who has already prepared one set of budgets and one proposed division of the occupational fee revenue and now must either come up with another plan, change the budgets or favor one governmental unit over the other.

Aside from the conflict issues raised just by the division of the occupational fees, it is also easy to discern how other conflicts of interest are bound to arise. For example, when the federal and/or state governments appropriate grant money for new police officers, or crime prevention programs, or new roads, or social services programs, all specifically designated for local governments, what executive hat will the "metro mayor" wear and for which government will he/she act as an advocate in competing for these funds? What role, if any, could a "metro mayor" have without a conflict of interest with respect to the proposed merger of the two police departments especially if the key issue is which government's department will have preeminence? Thus, it is

apparent that merger of the city and county chief executive offices absent the overall merger of the governmental units themselves only breeds inherent and inextricable conflicts of interest.

A final issue, one which is really a legal corollary of the conflict of interest problem, is the question of common law, constitutional and statutory concepts of incompatibility of offices. The office of "metro mayor" concept would combine the executive functions of the Mayor of Louisville and the Jefferson County Judge/Executive essentially to allow one person to hold two offices. This concept, however, does not accommodate the General Assembly's statutory prohibition against the same person simultaneously holding a municipal and county office; see, KRS 61.080 (3); not to mention the general constitutional prohibition against incompatible offices or the common law doctrine of incompatibility. Because OAG 97-22 does not examine or consider the various forms of incompatibility as they may impact the proposed merger of the county and municipal executive offices, it is apparent the Attorney General was not concerned with incompatibility issues. We can only presume the Attorney General's lack of concern derives from the fact the "metro mayor" concept would have one person exercising the **combined** executive powers of two offices rather than actually holding two **separate** offices. Legally, however, it certainly can be argued this is a distinction without a difference since one person would still be serving two separate governmental masters, one a county and the other a municipality. Based upon constitutional, common law and statutory considerations evidenced by pertinent appellate decisions, the courts may be more skeptical of the "metro mayor" concept than is the Attorney General.

The framers of the state constitution recognized the evils inherent in most situations where one person serves two governmental masters and created Section 165 of the Kentucky Constitution delineating the incompatibility of certain public offices and employments. Although Section 165 does not directly address municipal/county office incompatibility, the implication is there and, in any event, KRS 61.080 (3) unarguably prohibits such dual incumbency. For the instant purposes, however, even if it is presumed a reviewing court would not hold there is a municipal/county office incompatibility implication in Section 165 and if it is further presumed the General Assembly could repeal KRS 61.080 (3) as part of the "metro mayor" legislative package, the dual executive concept is still difficult to reconcile with case law that specifically recognizes there are common law incompatibilities which exist in the absence of either Section 165 or KRS 61.080.

A number of appellate opinions long have recognized Section 165 and KRS 61.080 are not exhaustive of the incompatibility combinations and there exists a common law standard for incompatible offices. Generally, if two offices are inherently inconsistent or repugnant or if their simultaneous occupancy by the same individual is detrimental to the public interest, the two offices are functionally incompatible under the common law; see, e.g., Barkley v. Stockdell, 252 Ky. 1,

David Armstrong
Memorandum
August 25, 1997
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66 S.W. 2d 43 (1934); Kerr v. City Louisville, 271 Ky. 335, 111 S.W. 2d 1046 (1938); Adams v. Com. ex rel. Buckman, Ky., 268 S.W. 2d 930 (1954). This common law standard of incompatibility clearly implicates the earlier discussed conflict of interest issue. As has been previously shown, it is not difficult to demonstrate the multiple conflicts the dual office would create and such conflicts succinctly prove the inherent inconsistency or repugnance of combining the two offices. Further, it can be argued that every executive decision which can be envisioned to create a conflict of interest or which can adversely impact either the city or the county constituency is sufficient proof the dual office concept is detrimental to the public interest. Thus, even if the General Assembly were to repeal KRS 61.080 (3) and Section 165 was judicially interpreted to be silent on the issue, the common law incompatibility of combining the two offices would be difficult for a reviewing court to ignore.

The foregoing issues, absent from the analysis set forth in OAG 97-22, could form the core of a legal challenge to the "metro mayor" proposal if it were implemented by the General Assembly. Predicting the success of such a lawsuit, however, is difficult to assess regardless of the merits of any given legal argument. With a novel issue such as this one, appellate courts are sailing in uncharted waters and are very unpredictable especially when it comes to the interrelated issues of the state constitution, government and elected officials. It would be safe to say the issue almost certainly would be decided by the Kentucky Supreme Court.

cc: Mike Conliffe

provisions, for the purposes of this amendment, and any other provision of the Constitution of Kentucky notwithstanding:

"(1) The Governor; Lieutenant Governor; Treasurer; Auditor of Public Accounts; Attorney General; Secretary of State; Commissioner of Agriculture, Labor and Statistics; Superintendent of Public Instruction; and Railroad Commissioners elected in 1991 shall be ineligible for election to the same office for the succeeding term. Those officers elected in 1995 shall be eligible for election to the next succeeding term.

"(2) The term of office of Commonwealth's Attorneys and Circuit Clerks elected in 1993 shall be for a single term of seven years. The regular election for those offices shall then be held in 2000 and every six years thereafter.

"(3) The term of office of District Judges, Mayors, County Judges/Executive, and local officers who regularly serve a four-year term and who are scheduled to be elected in 1993 shall be for a single term of five years. The regular election for those offices shall then be held in 1998 and every four years thereafter.

"(4) The term of office for local officers who regularly serve a two-year term and who are scheduled to be elected in 1993 shall be for a

§ 99. County officers, justices of the peace, and constables — Election — Term.

At the regular election in nineteen hundred and ninety-eight and every four years thereafter, there shall be elected in each county a Judge of the County Court, a County Court Clerk, a County Attorney, Sheriff, Jailor, Coroner, Surveyor and Assessor, and in each Justice's District one Justice of the Peace and one Constable, who shall enter upon the discharge of the duties of their offices on the first Monday in January after their election, and who shall hold their offices four years until the election and qualification of their successors.

(Amendment, proposed by Acts 1984, ch. 35, § 1, and ratified, November, 1984; amendment, proposed by Acts 1992, ch. 168, § 15, and ratified November 3, 1992.)

Compiler's Notes. The General Assembly in 1992 (Acts 1992, ch. 168, § 14) proposed an amendment to the Constitution which amendment was ratified by the voters at the regular election November 3, 1992. Prior to the amendment this section read as set out in the bound volume.

Section 19 of Acts 1992, ch. 168 provided: "It is further proposed as a part of this amendment and as a schedule of transitional provisions, for the purposes of this amendment, and any other provision of the Constitution of Kentucky notwithstanding:

"(1) The Governor; Lieutenant Governor; Treasurer; Auditor of Public Accounts; Attorney General; Secretary of State; Commissioner of Agriculture, Labor and Statistics; Superintendent of Public Instruction; and Railroad Commissioners elected in 1991 shall be ineligible for election to the same office for the succeeding term. Those officers elected in 1995 shall be eligible for election to the next succeeding term.

single term of three years. The regular election for those offices shall then be held in 1996 and every two years thereafter.

"(5) The term of office for Circuit Judges and Judges of the Court of Appeals elected in 1999 shall be for a single term of seven years. The regular election for those offices shall then be held in 2006 and every eight years thereafter.

"(6) The term of office for mayor, magistrate, or other officer not specifically provided for in subsection (4) of this section elected in 1995 shall be extended for one year and subsequent elections for offices subject to the provisions of this subsection shall be held in even-numbered years.

"(7) No person holding elective office upon the effective date of this amendment shall have the duration of his current term extended. However, if the next election of any officer not specifically provided for in this section is scheduled to appear on the ballot in an odd-numbered year, the duration of that term of the officer elected shall be extended for one year. The election for any office subject to the provisions of this subsection shall subsequently be held in even-numbered years."

"(2) The term of office of Commonwealth's Attorneys and Circuit Clerks elected in 1993 shall be for a single term of seven years. The regular election for those offices shall then be held in 2000 and every six years thereafter.

"(3) The term of office of District Judges, Mayors, County Judges/Executive, and local officers who regularly serve a four-year term and who are scheduled to be elected in 1993 shall be for a single term of five years. The regular election for those offices shall then be held in 1998 and every four years thereafter.

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"(5) The term of office for Circuit Judges and Judges of the Court of Appeals elected in 1999 shall be for a single term of seven years. The regular election for those offices shall then be held in 2006 and every eight years thereafter.

"(6) The term of office for mayor, magistrate, or other officer not specifically provided for in subsection (4) of this section elected in 1995 shall be extended for one year and subsequent elections for offices subject to the provisions of this subsection shall be held in even-numbered years.

"(7) No person holding elective office upon the effective date of this amendment shall have the duration of his current term extended. However, if the next election of any officer not specifically provided for in this section is scheduled to appear on the ballot in an odd-numbered year, the duration of that term of the officer elected shall be extended for one year. The election for any office subject to the provisions of this subsection shall subsequently be held in even-numbered years."

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Compiler's Notes. The General Assembly in 1974 proposed (Acts 1974, ch. 84, §§ 1-3) the repeal of sections 109 to 139, 141 and 143 of the constitution and the substitution in lieu thereof new sections 109-124. This amendment was ratified by the voters at the regular election in November, 1975 and be-

came effective January 1, 1976.

Opinions of Attorney General. As a result of the repeal of the former language of this section, the Rules of Criminal Procedure now control the style of judicial processes. OAG 76-230.

§ 124. Conflicting provisions. — Any remaining sections of the constitution of Kentucky as it existed prior to the effective date of this amendment which are in conflict with the provisions of amended sections 110 through 125 are repealed to the extent of the conflict, but such amended sections are not intended to repeal those parts of sections 140 and 142 conferring nonjudicial powers and duties upon county judges and justices of the peace. Nothing in such amended sections shall be construed to limit the powers otherwise granted by this constitution to the county judge as the chief executive, administrative and fiscal officer of the county, or to limit the powers otherwise granted by the constitution to the justices of the peace or county commissioners as executive, administrative and fiscal officers of a county, or of the fiscal court as a governing body of a county.

Compiler's Notes. The General Assembly in 1974 proposed (Acts 1974, ch. 84, §§ 1-3) the repeal of sections 109 to 139, 141 and 143 of the constitution and the substitution in lieu thereof new sections 109-124. This

amendment was ratified by the voters at the regular election in November, 1975 and became effective January 1, 1976.

Cited: Peers v. Davis, 573 S.W.2d 331 (Ky. 1978).

§§ 125—138. Circuit courts. [Repealed.]

Compiler's Notes. These sections were repealed by the proposal of the General Assembly (Acts 1974, ch. 84, §§ 1-3) which was ratified by the voters at the regular election in

November, 1975 and became effective January 1, 1976. For present law see Const., §§ 112, 117-123.

QUARTERLY COURTS

§ 139. Quarterly court for each county — Jurisdiction — County judge to preside. [Repealed.]

Compiler's Notes. This section was repealed by the proposal of the General Assembly (Acts 1974, ch. 84, §§ 1-3) which was rati-

fied by the voters at the regular election in November, 1975 and became effective January 1, 1976.

COUNTY COURTS

§ 140. County court for each county — Judge — Compensation — Commission — Removal. — There shall be established in each county now existing, or which may be hereafter created, in this State, a Court, to be styled the County Court, to consist of a Judge, who shall be a conservator of the peace, and shall receive such compensation for his services as may be prescribed by law. He shall be commissioned by the Governor, and

case to be tried, and, unless it is a localized action, the question of jurisdiction of the subject matter is not involved. *Cushing v. Doudistal*, 278 Ky. 779, 129 S.W.2d 527 (1939).

18. Warrants.

While a statute provided that any justice of the peace might issue a search warrant, this did not mean that a justice in one county might issue a warrant to search premises in another county. *Coleman v. Commonwealth*, 219 Ky. 139, 292 S.W. 771 (1927).

Any justice of the peace in the county where land lies may issue a distress warrant against the land. *Rothenburger v. Dix*, 254 Ky. 107, 71 S.W.2d 30 (1934).

Magistrate who knew what constituted probable cause was not disqualified to issue search warrant by the fact that he had not read recent Supreme Court cases dealing with search warrants nor had he committed the Fourth Amendment to memory. *Stephens v. Commonwealth*, 522 S.W.2d 181 (Ky. Ct. App.), cert. denied, 423 U.S. 895, 96 S. Ct. 195, 46 L. Ed. 2d 127 (1975).

POLICE COURTS

§ 143. Police court may be established in each city — Jurisdiction. [Repealed.]

Compiler's Notes. This section was repealed by the proposal of the General Assembly (Acts 1974, ch. 84, §§ 1-3) which was rati-

fied by the voters at the regular election in November, 1975 and became effective January 1, 1976.

FISCAL COURTS

§ 144. Fiscal Court for each county — To consist of justices of the peace or commissioners, and county judge — Quorum. — Counties shall have a Fiscal Court, which may consist of the Judge of the County Court and the Justices of the Peace, in which Court the Judge of the County Court shall preside, if present; or a county may have three commissioners, to be elected from the county at large, who, together with the Judge of the County Court, shall constitute the Fiscal Court. A majority of the members of said Court shall constitute a Court for the transaction of business. But where, for county governmental purposes, a city is by law separated from the remainder of the county, such Commissioners may be elected from the part of the county outside of such city.

Cross-References. County judge pro tem may preside over fiscal court, KRS 67.040. Fiscal courts, KRS ch. 67.

Northern Kentucky Law Review. Notes, County Government — Home Rule — The General Assembly Must Grant Governmental Powers to Fiscal Courts "With the Precision of a Rifle Shot and Not With the Casualness of a Shotgun Blast" — *Fiscal Court v. City of Louisville*, 559 S.W.2d 478 (Ky. 1977), 5 Northern Ky. L. Rev. 107 (1978).

Opinions of Attorney General. The county judge has the same powers as other members of the fiscal court. OAG 61-1053.

The county court and judge, and not the fiscal court, has power to set weight limits and other restrictions for motor vehicles. OAG 64-14.

The fiscal court cannot validly pass orders or resolutions by secret vote of the members. OAG 65-517.

Where the county judge resigned prior to the termination of his office, a majority of the original fiscal court at its next regular meeting could elect one of their number to preside over the fiscal court meeting. OAG 69-631.

The division of reclamation (now Department for Surface Mining Reclamation and Enforcement) of the department of natural resources, under the supervision of the commissioner of that department, is vested with the power to exercise general supervision and administration and enforcement of KRS ch. 350 and all rules and regulations promulgated thereunder. This chapter contains no authority for a fiscal court to enact resolutions dealing with strip mining and since this

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ler v. City of Owensboro, 343 S.W.2d 398 (Ky. Ct. App. 1961).

The leasing of property owned by a city in a proprietary capacity does not constitute the granting of a franchise. Baird v. City of Adairville, 426 S.W.2d 124 (Ky. Ct. App. 1968).

A lease of land for temporary purposes does not constitute a franchise within the meaning of this section. Porter v. Hospital Corp. of Am., 696 S.W.2d 793 (Ky. Ct. App. 1985).

32. —License.

A resolution of the board of trustees of a town to let a telephone company put up telephone poles on certain streets, though acted upon by the company, is not the grant of a franchise within the provisions of this section but is a mere license, which may be with-

drawn at any time, and hence a license fee may be imposed on the company by the municipality for such use. Cumberland Tel. & Tel. Co. v. Calhoun, 151 Ky. 241, 151 S.W. 659 (1912).

Where a city, without complying with the provisions of this section, granted to a telephone company the privilege of installing and operating a telephone exchange, such privilege was not a valid franchise but a mere revocable license. Bastin Tel. Co. v. Mount, 176 Ky. 26, 195 S.W. 112 (1917).

An operator of a public utility in a town is a mere licensee and may be subject to an occupation tax where it has not obtained a franchise pursuant to the terms of this section. City of Hodgenville v. Gainesboro Tel. Co., 237 Ky. 419, 35 S.W.2d 888 (1931).

§ 165. Incompatible offices and employments. — No person shall, at the same time, be a state officer or a deputy officer or member of the General Assembly, and an officer of any county, city, town, or other municipality, or an employe thereof; and no person shall, at the same time, fill two municipal offices, either in the same or different municipalities, except as may be otherwise provided in this Constitution; but a Notary Public, or an officer of the militia, shall not be ineligible to hold any other office mentioned in this section.

Cross-References. Incompatible offices, Const., §§ 44, 237; KRS 61.080.

Opinions of Attorney General. The position of probation and parole officer in the state department of welfare must be considered a state office or deputy state office which would make it incompatible with the office of mayor, which is a municipal office. OAG 60-57.

There are no statutory or constitutional prohibitions against a person holding a county office and state employment at the same time, but they may be incompatible under the common law. OAG 60-106.

There is no constitutional or statutory incompatibility in a person's holding two county offices. OAG 60-337.

Although there is no statutory or constitutional prohibition against a person holding a municipal office and state employment at the same time, there is the possibility that there may be a common-law incompatibility where it is physically impossible to perform the duties of both positions with care and ability. OAG 60-443.

The fact that the two offices are incompatible would not prevent the present sheriff from becoming a candidate for state representative. OAG 60-455.

The offices of sheriff and state representative are incompatible. OAG 60-455.

Membership on the McLean County board

of education is not incompatible with the position of teacher of vocational agriculture in Muhlenberg County. OAG 60-901.

Although the positions of county director of pupil personnel and city director of pupil personnel are not incompatible as such, they are incompatible in fact because KRS 159.140(1) requires that a director of pupil personnel must devote his entire time to his duties, which he could not do if he held such positions. OAG 60-1027.

This section does not prohibit the concurrent holding of the positions of commonwealth attorney and membership on a social service advisory committee. OAG 60-1060.

There would be no violation of this section where city officeholders are made ex officio members of a city commission by statute. OAG 60-1228.

Since a magistrate is a county officer and a teacher is a state employe, there is not constitutional, statutory, common-law or functional incompatibility between the two offices. OAG 60-1245.

Membership on a board of education is incompatible with the office of magistrate. OAG 61-212.

There is no statutory or constitutional incompatibility between the position of teacher and the office of county commissioner, but there may be a common-law incompatibility. OAG 61-292.

NOTES TO DECISIONS

1. Construction.

The plain meaning of this section when construed as KRS 446.130 requires the court to construe it is that no person while serving as a member of a state administrative board or commission, including the state real estate commission, can become a candidate for pub-

lic office. *Fink v. Celletti*, 616 S.W.2d 38 (Ky. 1981).

Collateral References. 63A Am. Jur. 2d, Public Officers and Employees, §§ 64, 66, 68, 73.

67 C.J.S., Officers and Public Employees, § 27.

61.080. Incompatible offices. — (1) No person shall, at the same time, be a state officer, a deputy state officer or a member of the General Assembly, and an officer of any county, city or other municipality, or an employee thereof.

(2) The offices of justice of the peace, county judge/executive, surveyor, sheriff, deputy sheriff, coroner, constable, jailer and clerk or deputy clerk of a court, shall be incompatible, the one (1) with any of the others. The office of county judge/executive and county school superintendent are incompatible.

(3) No person shall, at the same time, fill a county office and a municipal office.

(4) No person shall, at the same time, fill two (2) municipal offices, either in the same or different municipalities.

(5) The following offices shall be incompatible with any other public office:

- (a) Member of the Public Service Commission of Kentucky;
 - (b) Member of the Workmen's Compensation Board;
 - (c) Commissioner of the fiscal court in counties containing a city of the first class;
 - (d) County indexer;
 - (e) Member of the legislative body of cities of the first class;
 - (f) Mayor and member of the legislative body in cities of the second class; and
 - (g) Mayor and member of council in cities of the fourth class.
- (6) No office in the Kentucky active militia shall be incompatible with any civil office in the Commonwealth, either state, county, district or city. (912, 1851b-8, 2711a-1450, 2768, 3043, 3107, 3484, 3746, 3952-4, 4921: impl. am. Acts 1942, ch. 4, § 13; 1978, ch. 379, § 56, effective April 1, 1979.)

Cross-References. Adjutant general's office not incompatible with commission in national guard, KRS 36.030.

County or regional housing member, KRS 80.440.

Extension board members, except county judge/executive, KRS 164.660.

Incompatible offices, Const., §§ 165, 237.

Militia, officer in may hold civil office, Const., § 165.

Notary public may hold other office, Const., § 165.

Regents for state colleges may hold other public office, KRS 164.321.

Representative, state, Const., §§ 44, 165.

Restrictions on the right of certain officers to hold other offices:

Artificial gas commission members, KRS 96.545.

Board for municipal electric plant, KRS 96.740.

Cities of the first class:

Building commissioners, KRS 98.060.

Civil service board members, KRS 90.120.

Waterworks, member of board of, KRS 96.240.

Cities of the second class:

Bridge commissioner, KRS 181.600.

Cities of the third class:

MEMORANDUM

JEFFERSON COUNTY

TO: MIKE CONLIFFE
JEFFERSON COUNTY ATTORNEY

FROM: DAVID L. ARMSTRONG
JEFFERSON COUNTY JUDGE/EXECUTIVE

DATE: AUGUST 8, 1997

RE: OAG 97-22 -- LEGAL ANALYSIS OF THE
"METRO MAYOR" PROPOSAL

Earlier this week, I received a copy of OAG 97-22, which offers the Attorney General's analysis of Senator Shaughnessy's "metro mayor" proposal. The Attorney General concludes that this proposal can be accomplished by action of the General Assembly.

By this memo, I request that you and your staff review the four questions raised on page one of OAG 97-22 (copy attached) and the analysis and conclusions of the Attorney General. Please provide me with your legal analysis of these four questions and your conclusions, including an assessment of the likely outcome of a court challenge to this proposed action by the Kentucky General Assembly.

Thank you in advance for your attention to this request.

C:  N. Scott Lilly
First Assistant County Attorney



COMMONWEALTH OF KENTUCKY
OFFICE OF THE ATTORNEY GENERAL

ALBERT B. CHANDLER III
ATTORNEY GENERAL

CAPITOL BUILDING, SUITE 118
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(502) 696-5300
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OAG 97-22

July 28, 1997

Subject: City of Louisville and Jefferson County government

Requested By: State Senator Tim Shaughnessy, District 19 (Jefferson)

Written By: Scott White, Assistant Deputy Attorney General

Syllabus:

1. The General Assembly may create a new municipal office, "city - county mayor executive," and assign all executive power of the Jefferson County judge/executive and mayor of Louisville to that new office.
2. The office "mayor of Louisville" may be abolished by the General Assembly.
3. An Act of the General Assembly is required to effect the creation of the new municipal office, and reassign and assign duties to that office.
4. The General Assembly may prescribe method by which city and county must divide revenue from occupational license fees.

Statutes Cited: 67.080(3), 67.710, 68.180, 79.310, 79.315, 79.325, 81.410, 83.430, 83.530, 83.580, 83A.160 and 91.200

Constitutional Provisions Cited: 59, 60, 91, 99, 107, 144, 156a, 160, 180 and 181

OAG 97-22

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Opinion of the Attorney General

We have been asked four questions by Senator Tim Shaughnessy pertaining to the municipal government of the city of Louisville and Jefferson County. Presently, certain aspects of the governance of our largest city and county are based upon a compact due to expire in July, 1998. In anticipation of that event, as well as the recent (1994) amendments to our Commonwealth's Constitution relating to local government, Senator Shaughnessy has proposed a possible new framework for the exercise of executive power and allocation of collected occupational license fees in Louisville - Jefferson County. He asks our opinion as to whether this proposal is constitutional and, if so, the method by which the proposal can be put into effect. We answer these questions in accordance with KRS 15.025(2) — public questions of law posed by a member of the Legislature. To our knowledge, there have been no appellate decisions construing the constitutional provision we interpret here, and this is the first Opinion of the Attorney General analyzing its effect.

The proposed plan

Senator Shaughnessy has proposed a new plan of government for the city of Louisville and Jefferson County (the "proposal"). In essence, he proposes the abolition of the office of mayor of Louisville, and the reassignment of that executive power to a new office¹, as well as the reassignment of the executive power of the Jefferson County judge/executive to that new office. The legislative power of the city would remain with the Board of Aldermen; and, the legislative power of the county would remain with the fiscal court. The county judge/executive would remain a member of the fiscal court, and, as any other member, be permitted to vote.² Since both the city and county would each retain separate legislative powers, then this is not a merger. The city-county mayor executive would be elected for a four-year term by the registered voters of Jefferson County. See, *Ky. Const. Sec. 160* (terms for mayors) and *Sec. 99* (terms for county judge/executives). As to budgets, the city-county mayor executive would propose a separate budget for the city and county to be approved by their respective legislative bodies, and a third budget, to be approved by each

¹To be called "city - county Mayor Executive."

²Note KRS 67.080(3) — a fiscal court cannot exercise any executive power unless given by statute.

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legislative body, on the disposition of the occupational tax revenue collected by each political unit.³

Analysis

We believe that the creation of a new municipal office is permitted under new Sec. 156a. It provides "The General Assembly may provide for the *creation, . . . functions . . . and officers* of cities." *Id.* (emphasis added). Thus, the General Assembly has the power to create, and prescribe the duties of, a new city-county mayor executive.

The General Assembly already has the power to prescribe for the executive power of counties. The powers and duties of a county judge/executive are limited to those enumerated in the Constitution and those prescribed by the General Assembly. *Bath Co. v. Daugherty*, 113 Ky. 518, 68 S.W. 436, 437 (1902). The only power/duty conferred by the Constitution is that the county judge is a member, with voting power, of the fiscal court. *Ky. Const. Sec. 144; Bath Co., supra*; and, *Breathitt Co. v. Hagins*, 211 Ky. 391, 277 S.W. 469 (1925). The powers and duties of fiscal court members are limited to those conferred by the General Assembly since the Constitution confers none. *Hogge v. Rowan Co. Fiscal Court*, 313 Ky. 387, 231 S.W.2d 8 (1950). Thus, the General Assembly is well within its power to remove all the powers, except membership on the fiscal court, from the Jefferson County judge/executive, and reassign them to the new office.⁴

Likewise, the powers and duties of a mayor derive from the General Assembly. There is no constitutional provision setting out any power or duty of a mayoral office. As such, it is for the General Assembly to provide them. *Ky. Const. Sec. 156a; and, see, Brown v. Barkley*, 628 S.W.2d 616, 621-622 (Ky. 1982) (court held that powers of Sec. 91 state constitutional officers with exception of attorney general, could only be provided by General Assembly since no powers were enumerated).

³As a general statement it can be said that the authority under which the proposal is made is quite broad. New Sec. 156a of the Kentucky Constitution provides "The General Assembly may provide for the . . . government . . . of cities." Thus, it is with this level of power that we begin our analysis.

⁴Moreover, Sec. 107 provides the General Assembly the power to create other county offices for a term not to exceed four years. This would also implicitly include the ability to set out the powers and duties of the new county office.

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The General Assembly also has the power to abolish the office of mayor of Louisville. The office of mayor is not a constitutionally required office. Ky. Const. Sec. 160.⁵ That section does, however, clearly *envision* that a city would have a mayor or "chief executive." Thus, it is unlikely that, even under Sec. 156a, the General Assembly could simply abolish the executive power of a municipality. Moreover, KRS 83.430, a part of the Home Rule legislation of 1972, requires an executive department for cities of the first class (of which Louisville is the only one).⁶ But this is not what Senator Shaughnessy suggests. Rather, he suggests the consolidation of the executive power of the city and county. Since there would be a "chief executive" wielding the city's executive power, we believe any requirement for an executive city office has been satisfied.

Sec. 156a, by its plain language, provides the General Assembly with the power to prescribe the powers and duties of the newly created office of city-county mayor executive. As noted in footnote 6, this will require amendments to the pertinent revised statutes.

Senator Shaughnessy's proposal only deals with Louisville-Jefferson County, and does not intend to create a law of general applicability Commonwealth-wide. This proposal necessarily abolishes one municipal office, mayor of Louisville, *and* strips another office, Jefferson County judge/executive, of executive power. This raises the specter of Sections 59 and 60 — constitutional provisions prohibiting special or local legislation. That is, is it constitutional for the General Assembly to consolidate the executive power of a county, exercised through its county judge executive, with that of a city in a newly created municipal office that is allowable only in one county and city? The answer is yes.⁷

⁵Contrast Sec. 160 with Sec. 99 which requires the election of a judge of the county court. There is no comparable language for a mayor in Sec. 160. As noted earlier, the office of county judge executive is retained in the proposal, although it would have no executive powers.

⁶KRS 83.530, enacted in 1972 - prior to the adoption of Sec. 156a - vests the executive power of cities of the first class in a mayor. Due to this, it is our opinion that in order for the proposal to be clear and not in conflict with existing statutes, this would have to be repealed. As will also be seen on reallocation of powers, KRS 67.710 "Powers of County Judge Executive" and KRS 83.580 "Powers of Mayor (Cities of First Class)" will likewise require amending.

⁷Of course, Sec. 156a requires all legislation to apply equally to all cities of a given class. Thus, the proposed legislation will need to pertain to cities of the first class and counties in excess of a particular population. The legislation simply cannot name Louisville and Jefferson County — but, rather, cities of the first class and counties in excess of a particular population.

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In *Jefferson Co. Merit Bd. v. Bilyeu*, 634 S.W.2d 414 (Ky. 1982), the Supreme Court, in an opinion authored by Chief Justice Stephens, held that the exemption of counties with a population in excess of 600,000 from aspects of an otherwise statutorily required police merit system for all counties did not violate sections 59 and 60 of the Constitution. The court noted that the purpose underlying these two sections was to "... require that all laws upon a subject shall operate alike upon all individuals and corporations." See also, *Tri-City Turf Club v. Cabinet*, 806 S.W.2d 394 (Ky. App. 1991), and *Miles v. Shauntee*, 664 S.W.2d 512 (Ky. 1983). The court, in its analysis, extended the rule that local legislation dealing with the government of *cities* is constitutional under sections 59 and 60 to *counties*.⁸ As the court said:

If a questioned statute deals with a particular classification of a governmental entity based on population alone, it is constitutional under Sections 59 and 60 if (1) it deals with the organization or incidents of government, or (2) it bears a reasonable relation to the purpose of the Act. (Citations omitted). If the statute complies with *either* requirement, it is constitutional.

634 S.W.2d at 416 (emphasis supplied). Since the consolidation of executive power into a new office deals with the organization of government it is constitutional under Sections 59 and 60.⁹

As noted throughout this Opinion, the method to effect these changes will need to be through an Act of the General Assembly since it involves the creation of a new municipal office and the consolidation of executive power amongst a city and a county. Sec. 156a plainly grants this power only to the legislature, or where the power is delegated by the General Assembly to local governments. *Ky. Const. Sec. 60*, and *Payne v. Davis*, 254 S.W.2d 710 (Ky. 1953). See, e.g., *KRS Chapter 67A "Urban-County Government," KRS 81.410 et. seq. "Merger of Cities" and KRS 83A.160 "Change in Form of Government."* Since the General Assembly has not delegated the power to create a new office and the

⁸Local legislation dealing with city government was first allowed in *Mannini v. McFarland*, 172 S.W.2d 631 (Ky. 1943).

⁹*Cf. Miles v. Shauntee, supra*, where court ruled that the application of the Uniform Residential Landlord and Tenant Act to only Jefferson and Fayette counties violated Sections 59 and 60. This did not deal with the "organization or incidents of government."

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consolidation of executive power to local entities, then it is only the General Assembly that can effect this proposal.

The next issue raised by Senator Shaughnessy pertains to the appropriation of the occupational license fees collected by both the city and the county. In KRS 68.180, the General Assembly allowed counties with a population in excess of 300,000 to impose license fees on occupations¹⁰; and, in KRS 91.200 the same power was granted to cities of the first class (again, Louisville being the only one). In 1986, the General Assembly enacted a statutory scheme which required cities of the first class and counties containing such cities, i.e. Louisville and Jefferson County, to enter into a "compact" to "... provide a framework for cooperation between the city and the county" KRS 79.310(1).¹¹

Pertinent to our analysis is that certain matters were required to be agreed upon and made a part of the compact. KRS 79.315. One of these was the disposition of the occupational license fees collected by the city and county. *Id.* at (2). KRS 79.325 sets forth the required manner in which the collected occupational license fees are to be allocated to the city and county for their appropriation. Thus, at present, the General Assembly has provided for both the collection of these fees and the manner in which they are to be divided amongst the two municipal governments.

We believe that, as it did in KRS 79.325, the General Assembly can provide the manner in which the collected occupational license fees are to be allocated. *Ky. Const. Sections 156a, 180 and 181.* We see no obstacle to the proposal's plan to have the city-county mayor executive submit a budget for this fund to both the Board of Aldermen and fiscal court for their approval. Sen. Shaughnessy has indicated that the purpose for this is to enable the development of a single vision for the expenditure of these funds to benefit the county and the city. This is certainly in the tradition of KRS 79.310. Of course, the statutory scheme

¹⁰In *Krupper v. Fiscal Court*, 346 S.W.2d 766 (Ky. 1961), this statute was deemed constitutional and not violative of Sections 59 and 60. The court relied on *Sims v. Bd. of Ed. of Jefferson Co.*, 290 S.W.2d 491 (Ky. 1956), which held that a similar fee scheme was in essence a tax which was authorized by Sec. 181 of the Constitution, and did not violate Sections 59 and 60. *See also, City of Louisville v. Sebree*, 308 Ky. 420, 214 S.W.2d 248 (1948) (Sections 59 and 60 not implicated since tax power was given to all classes of cities).

¹¹This statutory scheme sunsets in July, 1998.

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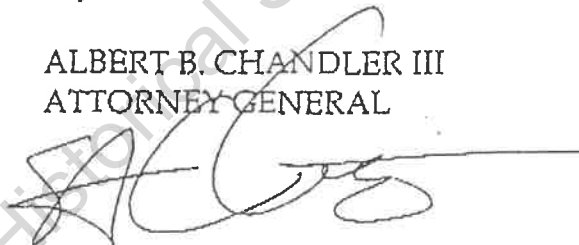
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embodying this proposal will need to provide a mechanism by which disagreements are resolved.

Conclusion

To summarize, it is the opinion of this Office that the proposal of Senator Shaughnessy to consolidate the executive power of the mayor of Louisville and Jefferson County judge/executive into one new office, abolish the office of mayor, retain the judge/executive only as a voting member of fiscal court and retain the legislative bodies of the city and county with separate budgets and a joint occupational license fee budget is constitutional and can only be made effective via an Act of the General Assembly.

ALBERT B. CHANDLER III
ATTORNEY GENERAL



Scott White
Assistant Deputy Attorney General

The Filson Historical Society

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OCT 13 1997



OFFICE OF THE
COUNTY JUDGE/EXECUTIVE

JERRY E. ABRAMSON
MAYOR

City of Louisville
OFFICE OF THE MAYOR

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October 13, 1997

Honorable David L. Armstrong
County Judge/Executive
400 Jefferson County Courthouse
527 West Jefferson Street
Louisville, KY 40202

Dear David:

After our meeting this week, I am certain that we will be able to report considerable progress toward a renegotiated Compact when we meet with the Jefferson County Legislative Delegation on October 20, 1997. I would like to hear your reaction to my original proposal regarding the realignment of a number of joint agencies. The County's proposal, which I received on Monday, has a number of good suggestions which I intend to pursue with you, but I wanted to address four key issues immediately.

First, as to the term of the Compact. I think without some guidance from you about whether we are discussing a short term or long term agreement, it will be difficult for me to evaluate the impact of some of the other suggestions. For example, a long term agreement makes the issue of suburban cities wanting to make "...minor boundary adjustments..." easier to address. However, if we are negotiating a short term agreement, then the City of Louisville's annexation needs become more critical. For purposes of continuing the negotiations, therefore, I will propose again that the Compact be put in place permanently; that is, with no sunset provision. I recognize, as you do, that if the time comes that the community is prepared to create a new local government structure, the Legislature can sunset the Compact as part of that reorganization.

Second, as to the sharing of occupational taxes. I cannot agree to restrict the ability of future city officials to allocate tax dollars in the manner they deem appropriate. They are elected to do that job and are, and should be, held accountable on how they perform. I also think that a review of City expenditures for the past 12 years makes the need for dedication of funds for infrastructure improvements unnecessary. While these expenditures were in no way required by the Compact, the City did in fact invest \$10,240,570 in capital improvements within the Compact agencies alone. In other words, 43% of the occupational taxes received from the County were reinvested directly

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into infrastructure for the county-wide agencies the City is responsible for under the Compact. Another \$40,000,000 in capital investments in our joint agencies - Parks, Library and Waterfront - demonstrate the City's commitment to investing in infrastructure needs which directly benefit the entire community.

Third, as to annexation. I would like to suggest that we create a "window of opportunity" between now and the official adoption of a new Compact in June of 1998, for suburban cities who have proposed minor boundary adjustments to present them to the City and County for approval. As you know, the threefold purpose of the freeze on annexations and incorporations was 1) to end the annexation battles; 2) to insure that the City of Louisville could annex if or when the Compact expired; and 3) to curtail the proliferation and growth of suburban cities in Jefferson County, recognizing that two large governments providing municipal services was already one too many. Therefore, as long as the annexation is agreed to by the parties to be annexed as required under KRS 80A.412; the proposed annexation does not cut the City of Louisville off from adjacent properties so as to block any future City annexations; and does not enlarge a suburban city by more than 10% of its existing territory, I believe under the Renewed Compact the City of Louisville could waive its rights to the subject unincorporated areas without violating its "...first in line..." rights. Of course, this proposal has to be reviewed by appropriate legal counsel before inclusion in the Compact. I must insist, however, that any accommodation for suburban cities in the area of annexation have a "date certain" for implementation and not be allowed to continue into the new Compact term. The decision not to allow amendments to the Compact during its term without causing the entire Compact to expire has enabled us to withstand external pressures to make "...just this one minor adjustment for us..." Each and every concession requested over the 12 year term would have resulted in additional requests until the Compact would have had no certainty and the City and County's elected officials would have been forced to deal with the very issues the Compact was designed to eliminate. **Certainty** in the terms and conditions of the Compact is one thing I think we cannot sacrifice.

Fourth, but not least, as to the creation of a community-wide police department. Deputy Mayor Bill Summers, Chief Doug Hamilton and Mac Unger, the City's Budget Director, are prepared to begin meetings on this immediately and will contact Deputy County Judge Bruce Traughber to schedule a convenient meeting time. I understand you are concerned that state legislation might be necessary to begin a three to five year process of creating a community-wide police department, as we discussed Monday. I think the City and County have all of the statutory authority necessary to proceed, but I have asked the City Law Department to begin legal research on the issue. I assume you will want the County Attorney's office consulted as well. This issue should in no way delay our proposal to the Legislature on a Compact renewal, since, as you know,

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interlocal agreements passed by both the City and the County legislative bodies can subsequently be agreed upon to consolidate local government functions.

I look forward to hearing your thoughts on these ideas.

Sincerely,



Jerry E. Abramson
Mayor

cc: Members of Board of Aldermen
County Commissioners
Members of Jefferson County Legislative Delegation
Lawrence C. Falk
Faye Ellerkamp
Doug Cobb

The Filson Historical Society

file

LOUISVILLE-JEFFERSON COUNTY COMPACT
1998 AMENDMENTS

Mayor Jerry E. Abramson and County Judge/Executive David L. Armstrong, in an effort to move this community forward, to streamline government and to create opportunities for further cooperation among all segments of this community, do hereby agree to amend the 1986 Compact as follows.

ANNEXATION

The City and County agree to create a window of opportunity for suburban cities to clear up minor boundary problems through voluntary annexation using the criteria as proposed by the City. The City and County urge that a decision be made on the location for the new City of Minor Lane Heights by the time this window of opportunity closes.

ECONOMIC GROWTH

To provide for the future economic growth of the City, the parties agree to maintain the formula for sharing the Occupational Tax as specified in the 1986 Compact. In order to further joint efforts to create new jobs and strengthen the City's and County's occupational tax base, the parties agree to create an Economic Growth Fund. This fund will be used for infrastructure development within the community in order to create employment opportunities. The Board of Aldermen and Fiscal Court will appropriate a total of \$2 million each fiscal year for the term of the Compact beginning with FY99. The funding will be split 57 percent (\$1.14 million) from the City and 43 percent (\$860,000) from the County. Should the Compact expire, the parties agree to share the Occupational Tax revenue derived from Economic Growth Fund projects with 57 percent paid to the City and 43 percent paid to the County. All decisions on expenditures from the Fund will be made by the Board of Aldermen and the Fiscal Court upon recommendation of the Mayor and County Judge/Executive.

The parties agree that the current community economic development programs will be streamlined by merging the business retention activities of the Office of Economic Development with the newly created business

attraction arm of the Chamber of Commerce. Steps will be taken to insure that these services will be available to non-Chamber members for the life of the Compact. The County and the City will each operate their own neighborhood and commercial facade programs and the County will create a loan office to handle the METCO, Minority Business Development Loan, and Enterprise Zone programs.

The parties further agree that the creation of one-stop shopping for building permits, housing inspections and zoning enforcement, will be of benefit to this community, and have agreed that the City of Louisville operate on a county-wide basis an Inspections, Permits and Licensing program.

EXISTING AGENCIES

The Boards and Commission appointments as specified in the original legislation for the 1986 Compact will remain unchanged. Within the Compact Ordinance there will be a change in the Human Relations Commission to correct the language regarding quorum. The Disaster and Emergency section will be clarified to insure that the Compact is updated to reflect the new E911 agreement between the City and County and that the City will complete the system of warning sirens throughout the County within the next three fiscal years.

New agency responsibilities will be shifted as follows:

The City shall solely become responsible for the Waterfront and the Redevelopment Authority while the County will become solely responsible for funding the Belle of Louisville operation.

Finally, the City and the County commit to continued exploration of possible agency consolidations and will begin work in FY99 to merge the Public Works and Transportation Departments and the two Housing Authorities.

PUBLIC HEALTH

In the 1986 Compact, the County became the provider of health services throughout the community except for a portion of the operating costs of the Family Health Centers, which the City has continued to fund. The County agrees to provide for the operating costs of the Centers.

Inasmuch as the State is just now implementing Medicaid-managed care and eliminating cost-based reimbursement, the liability of the Family Health Centers to continue treating the medically indigent is estimated at \$1.7 million. The parties agree to share equally for a period of five years any costs attributed to meeting the needs of the medically indigent associated with the loss of cost-based reimbursement.

PUBLIC SAFETY

The City and the County agree to develop and present to the Board of Aldermen and Fiscal Court by December 1, 1998, a proposal for the merger of the City and County Police Departments. The parties further agree to ~~identify and~~ ^{pull} merge by July 1, 1998, four units of the Departments based upon the model of the Metro Narcotics Unit. The parties further agree to begin planning for a communications system that allows for instantaneous and safe communications among the two Departments.

ANCILLARY AGREEMENTS

The parties agree that as the Hurstbourne Green project is an example of joint cooperation for economic growth, the proceeds from the sale of the property less expenses will be transferred to the Economic Growth Fund. Initially, \$1.2 million is available for transfer. The balance will be transferred as property is sold and a final accounting conducted. The parties agree that the top priority for the use of these funds is to keep the Brinley/Hardy company in Jefferson County when it relocates for the Slugger Park project.

The parties agree that E 911 funds replace the \$250,000 previously spent by Disaster and Emergency Services on 911 trunk lines.

FINANCIAL RESPONSES

- 1) Expenditures for current inspection services

Code Enforcement	33 people	\$1,460,300
Environmental Health		
Housing	7 people	491,800
Zoning Enforcement	6 people	<u>200,000</u>
TOTAL		\$2,152,100

- 2) Expenditures and receipts at Ormsby Village (Hurstbourne Green)
This information is being compiled. Currently, the County holds \$2.6 million which represents receipts less expenses, not including debt service interest payments.

- 3) Fee schedule for Code Enforcement is attached. There are no fees for zoning and housing.

attachment

provisions relating to wrecking, the principles and practices of wrecking operations, and the obligations of a wrecking licensee.

(H) The director shall refuse to issue the license if he finds the wrecking licensee is not fit or qualified or is not suitable to engage in wrecking operation.

(I) The wrecking licensee may be only affiliated with one identified contractor.

(J) The wrecking licensee must submit a duly notarized application wherein all pertinent information and experience shall be included, and satisfactory proof that the applicant has been engaged in the business of wrecking buildings or structures for a period of one year in a supervisory capacity.

(K) Licensing shall be from May 1 to April 30. (Ord. 10-1991, adopted and effective 4-25-91) Penalty, see § 150.999

§ 150.094 SIGN CONTRACTOR IDENTIFICATION REQUIREMENTS.

(A) Any person, firm, partnership or corporation engaged in the for-profit installation or repairing of signs or outdoor advertising as defined in the Louisville and Jefferson County Development Code shall be identified.

(B) All licensed vehicles used in the operation of a sign contractor are to be properly identified and such identification shall be visible on the outside of the vehicle at all times. The licensed vehicle shall bear the name of the company and identification number. All such identification shall be in letters not smaller than three inches high and must be kept legible at all times.

(C) Identification shall be from May 1 to April 30. (Ord. 10-1991, adopted and effective 4-25-91) Penalty, see § 150.999

§ 150.095 CITY/COUNTY AGREEMENT.

Any applicant desiring to obtain any type of license or identification from Jefferson County, who has been approved by the Director of the Department of Inspections, Permits, and Licenses of the City of Louisville shall, by virtue of this ordinance be approved by Jefferson County. Any applicant desiring to obtain a license or identification from the city, who has been approved by Jefferson County, shall by virtue of this ordinance be automatically approved by the Department of Inspections, Permits, and Licenses of the city.

(A) Every person, firm, partnership or corporation who holds a valid license or identification issued by Jefferson County shall be eligible to obtain a license or identification from the City of Louisville by payment of the required fees without taking a written examination.

(B) Every person, firm, partnership or corporation who holds a valid license or identification issued by the City or Louisville shall be eligible to obtain a license or identification from Jefferson County by payment of the required fees without taking a written examination.

(C) Each department shall give or make available two examinations during each calendar year for licenses that have a written examination requirement. The examinations will be prepared and graded by the department giving the examination or the appropriate testing service used by the department.

(D) All qualified personnel of the City of Louisville Department of Inspections, Permits and Licenses charged with the administration and enforcement of this ordinance, and all qualified personnel of the Code Enforcement charged with similar enforcement within Jefferson County, Kentucky shall be provided, free of charge, with the appropriate licenses required by the City of Louisville and Jefferson County, Kentucky provided, however, that such personnel shall be prohibited from applying for and obtaining permits for work within the City of Louisville and Jefferson County, Kentucky. (Ord. 10-1991, adopted and effective 4-25-91) Penalty, see § 150.999

§ 150.096 IDENTIFICATION, LICENSE AND IDENTIFICATION FEES; PAYMENT.

(A) The fee for building contractors identification shall be as follows:

(1) The fee for Type "A" building contractor's identification shall be \$100 per year for obtaining more than four permits a year.

(2) The fee for Type "B" building contractor's limited identification shall be \$25.

(B) The fee for an electrical contractor's identification number shall be \$100 per year.

(C) *Master electrician.*

(1) The license fee shall be \$50 per year.

(2) The fee for the license examination shall be as set by the National Testing Service.

(D) The fee for HVAC contractor's identification number shall be \$100 per year.

(E) *HVAC licensee.*

(1) The license fee shall be \$50 per year.

(2) The fee for a license examination shall be \$50.

(F) The fee for a solid fuel burning appliance contractor identification number shall be \$50 per year.

(G) The fee for a range-hood contractor identification number shall be \$50 per year.

(H) The fee for a refrigeration appliance contractor identification number shall be \$50 per year.

(I) The fee for a fire detection contractor identification number shall be \$50 per year.

(J) The fee for a fire suppression contractor's identification number shall be \$50 per year.

(K) The fee for moving contractor's identification number shall be \$50 per year.

(L) The fee for Wrecking licenses and identification number shall be as follows.

(1) The fee for a Type "A" wrecking contractor's identification number shall be \$100 per year.

(2) The fee for Type "B" wrecking contractor's identification shall be \$200 per year.

(M) The fee for a wrecking licensee.

(1) The license fee shall be \$50 per year.

(2) The fee for the wrecking licensee's examination shall be \$50 per examination.

(N) The fee for a sign contractor's identification number shall be \$100 per year.

(O) All identification and licenses shall be paid in full. Except as required for implementing this ordinance, no identification or license fee will be prorated. During implementation only, if there is less than six months before expiration, an additional 12 months may be paid.

(Ord. 10-1991, adopted and effective 4-25-91) Penalty, see § 150.999

§ 150.097 PERMITS AND INSPECTION FEES.

The following fees shall be charged and collected for inspections and permits issued or made by or under the authority of the Jefferson County Code Enforcement.

(A) *Building permit fees.*

(1) The permit fees for new construction, additions, complete alterations of an entire building, tents and other temporary structures and change of Kentucky Building Code Use Group Classification permits shall be calculated according to the following table.

<i>Kentucky Building Code Use Group Classification</i>	<i>Per Square Foot</i>	
A-1	Assembly; theaters	\$ 0.07
A-2	Assembly; night clubs	0.09
A-3	Assembly; recreation centers	0.07
A-4	Assembly; churches	0.07
B	Business	0.05
E	Educational	0.05
F-1	Factory; low hazard	0.05
F-2	Factory	0.05
H	High hazard	0.09
I-1	Institutional; residential care	0.05
I-2	Institutional; incapacitated	0.05
I-3	Institutional; restrained	0.05
M	Mercantile	0.05
R-1	Residential; hotels	0.05
R-2	Residential; multi-family	0.05
R-3	Residential; one- and two-family	0.05
S-1	Storage; moderate	0.05
S-2	Storage; low	0.05
U	Utility; miscellaneous	0.03

(2) Square footage shall be based on the number of square feet on every floor, including all finished portions of basements, calculated to the outside of the exterior walls.

(3) The fee for partial alterations, structures other than buildings or any type of work for which the square feet can not be calculated, shall be calculated by a reasonable estimated cost to be submitted by the applicant. The fee shall be \$10 plus \$2.50 per \$1,000 of estimated cost.

(4) Any permit issued by Code Enforcement for which the Commonwealth of Kentucky is responsible for conducting the required building inspections, shall be ½ the normal amount.

(5) A plan review fee shall be charged for all applications that are reviewed without issuance of a building permit. The plan review fee shall be 1/3 the normal permit fee.

(6) A fee shall not be charged for fire damaged structures if the work proposed is to repair fire damage only. A copy of the fire run report shall be furnished to Code Enforcement upon application.

(7) The fee for a "foundation only" permit shall be \$25.

(8) There shall be a building permit extension fee charge of \$25 for every approved request for an extension of a valid building permit beyond the one-year permit term.

(9) Permit fees for Jefferson County owned projects may be waived by agreement of the Director of Public Works and the Deputy of the Jefferson County Code Enforcement.

(10) The administrative fee for a certificate of use and occupancy without issuance of a building permit, shall be \$25.

(11) No building permit fee calculated under this ordinance shall be less than \$25.

(B) *Electrical permit fees.*

(1) The fees for initial installation of electrical wiring in one- or two-family residence shall be \$125. This permit fee shall include two inspections.

(2) The fee for a rewire, burnout, new service, repairs or additional wiring in a one- or two-family residence shall be \$35. This permit fee shall include one inspection.

(3) The fee for installation of new electrical wiring other than in a one- or two-family residence shall be \$35 for the base permit, \$20 for each subpanel, \$20 for each dwelling unit in residential structures other than one- or two-family residences, and \$0.25 for each ampere at the service entrance up to and including 600 amperes. The fee shall be \$0.50 for each ampere over 600 amperes. This permit fee shall include two inspections.

(4) The fee for rewiring, burnout, new service or repairs in other than one- or two-family residences shall be \$35 plus an additional \$20 per each dwelling unit specifically involved in the work for residential property or \$20 per each subpanel specifically involved in the work for commercial property. This permit fee shall include one inspection.

(5) The fee for the installation of a temporary pole shall be \$35. This permit fee shall include one inspection.

(6) The fee for any additional inspections not covered by the initial permit fee shall be \$25. The Code Enforcement shall have the right not to issue any additional permits to the applicant until the additional inspection fees have been paid in full.

(C) Heating, ventilation and air conditioning (HVAC) permit fees.

(1) The fee for HVAC installation, replacements and repairs in one- and two-family residences shall be as follows:

(a) The fee for the installation, replacement or addition of heating equipment shall be \$15.

(b) The fee for the installation, replacement or addition of cooling equipment shall be \$15.

(c) The fee for the installation, replacement or addition of combination heating and cooling equipment shall be \$25.

(d) The permit fee charged for the installation, replacement or addition of solid fuel burning equipment shall be \$25.

(2) The fee for the installation of HVAC equipment in residential buildings with three or more units shall be as follows:

(a) The fee for the installation, replacement or addition of heating equipment in multi-family residences shall be \$15 per dwelling unit.

(b) The fee for the installation, replacement or addition of cooling equipment in multi-family residences shall be \$15 per dwelling unit.

(c) The fee for the installation, replacement or addition of combination heating and cooling equipment shall be \$25 per dwelling unit.

(d) The permit fee charged for the installation, replacement or addition of solid fuel burning equipment shall be \$15.

(e) The fee for the installation, replacement or addition of a boiler shall be \$15 plus \$1 for each radiator or fin tube connector.

(3) The fee for installation of HVAC equipment in structures other than residential shall be as follows:

(a) The fee for HVAC equipment shall be \$15 for the first apparatus, \$5 for each additional apparatus plus \$1 for each duct opening.

(b) The fee for the installation, replacement or addition of a range hood shall be \$25.

(c) The fee for the installation, replacement or addition of a chiller shall be \$25.

(d) The fee for the installation, replacement or addition of a commercial dryer shall be \$25.

(e) The fee for the installation, replacement or addition of a roof top unit shall be \$40 per unit.

(f) The permit fee charged for the installation, replacement or addition of solid fuel burning equipment shall be \$25.

(g) The permit fee charged for the installation, replacement or addition of mechanical refrigeration equipment shall be \$25 for the first 100 tons.

1. The excess over 100 tons, but less than 501 tons, the fee shall be \$50.

2. The excess over 500 tons, the fee shall be \$75.

(D) Fire detection and suppression permit fees.

(1) The fee for the installation and or replacement of a sprinkler system shall be as follows:

(a) Fifty dollars for the first 200 sprinklers plus \$0.10 for each sprinkler over 200, but less than 400 sprinklers.

(b) The fee for a sprinkler system for 400 or more sprinklers shall be \$100 plus \$0.10 for each sprinkler over 750.

(2) The fee for automatic and/or manual fire detection systems shall be as follows:

(a) The fee shall be \$10 per 5,000 square feet, or fraction thereof, up to 70,000 square feet.

(b) The fee for over 70,000 square feet shall be \$140 plus \$15 for each additional 20,000 square feet or fraction thereof.

(3) The fee for a standpipe shall be \$30 each. If a combination standpipe and sprinkler system is installed the fee shall be calculated by division (D)(2) of this ordinance.

(4) The fee for a carbon dioxide fire suppression system shall be \$50 for the first 200 pounds of agent plus \$0.02 for every pound in excess of 200 pounds.

(5) The fee for a halon suppression system shall be \$50 for the first 35 pounds of agent plus \$0.05 for each pound of agent in excess of 35 pounds.

(6) The fee for a foam suppression system shall be \$1 per gallon of foam concentrate. The minimum fee shall be \$50; the maximum fee shall be \$1,000.

(7) The fee for a range hood suppression system shall be \$25.

(8) The fee for a dry chemical suppression system shall be \$30 for the first 30 pounds of agent plus \$0.20 for each pound in excess of 30 pounds.

(9) The fee for a flammable liquid or pressure tank shall be \$25 for the first tank plus \$5 for each additional tank located in the same building.

(E) *Moving permit fees.*

(1) The fee for moving a building to a permanent site shall be \$200.

(2) The fee for moving a building to a temporary storage site shall be \$200.

(3) The person responsible for moving a structure shall submit with the moving permit application a certificate of liability insurance for an amount not less than \$500,000 insuring against any and all damage caused by said moving.

(F) *Wrecking permit fees.*

(1) The building official shall issue three types of wrecking permits which shall be classified as Type "A," Type "B," and Type "C."

(a) Type "A" permits shall be for any structure of not more than two stories or 35 feet in height and contains less than 3,000 square feet of floor space (total square feet of all floors).

(b) Type "B" permits shall be for any structure that does not meet the criteria of Type "A" permits.

(c) Type "C" permits shall be for any structure of not more than one story or 25 feet in height or more than 1,500 square feet of floor space. Type "C" permits shall be property owner permits only. Any permit that meets the requirements of a Type "C" permit and is applied for by a licensed wrecking contractor shall be considered a Type "A" permit.

(2) The fee for Type "A" wrecking permits shall be \$25 for the first 1,000 square feet plus \$10 for each additional 1,000 square feet or fraction thereof.

(3) The fee for Type "B" wrecking permits shall be \$50 for the first 1,000 square feet plus \$10 for each additional 1,000 square feet or fraction thereof.

(4) The fee for Type "C" wrecking permits shall be the same as Type "A" wrecking permits.

(5) All applicants obtaining a Type "C" wrecking permit shall post a \$500 cash or certified check bond as security conditional upon proper completion of the work.

(a) The cash bond shall be returned to the applicant upon proper completion of the work. However, should the applicant not properly complete the demolition of the building, including the required cleaning, grade restoration and seeding within 60 days from the date of the issuance of the permit, the applicant shall forfeit the bond unless an extension of time is granted in writing by the director for good cause. Any such extension must be requested in writing at least three working days before the expiration of the 60-day period.

(b) The director is empowered to waive the required cash bond for structures without a basement.

(6) The fee for each 30 days of extension time shall be \$10.

(7) The fee for any extension applied for less than three days prior to the expiration of the permit shall be one-half the original permit fee not to exceed \$100.

(8) In cases where a permit fee was waived or not charged, the fee for an extension applied for less than three days prior to the expiration of the permit shall be one-half the permit fee that would have been charged had not the original permit fee been waived or not charged, not to exceed \$100.

(G) *Sign permit fees.* The fee for a sign permit shall be \$0.50 per square foot of each face as defined in the Louisville and Jefferson County Development Code.

(H) *Parking lot permit fees.* The fee for the original construction of a parking lot or expansion of an existing parking lot shall be \$25 for the first ten spaces plus an additional charge of \$0.25 for each additional space over ten spaces.

(I) *Tax moratorium fees.* The administrative fee for a tax moratorium application shall be \$40 for each property. The fee shall be shared equally by Jefferson County Code Enforcement, and the Property Valuation Administration. This fee shall be charged regardless of approval of the application.

(J) *Penalty fee.*

(1) A penalty fee shall be assessed for starting work without a permit. The penalty fee shall be the same amount as the standard fee, but not less than \$100. The penalty fee shall be paid in addition to the standard fee.

(2) In cases where a permit fee was legally waived, the penalty fee shall be assessed upon the above criteria as if the standard fee had been assessed.

(K) *Administration fee.*

(1) An administration fee in the amount of \$25 shall be charged to an applicant for obtaining other permits prior to issuance of the building permit as required by this ordinance.

(2) An administrative fee in the amount of \$25 shall be charged to an applicant for failure to note on a permit application the previously issued building permit number, if any, for the building or structure noted on said permit application.

(3) An administrative fee in the amount of \$50 shall be charged for the administrative costs of the required legal advertisements for the demolition of contributing buildings or structures which are listed on the National Register of Historic Places.

(4) An administrative fee in the amount of \$40 shall be assessed for each property listed by the applicant on an Assessment/Reassessment Moratorium Certificate Application Form. The administrative fee shall be charged regardless of approval of the application. The administrative fee shall be shared equally by Code Enforcement, and the Property Valuation Administration.

(Ord. 10-1991, adopted and effective 4-25-91)
Penalty, see § 150.999

§ 150.999 PENALTY.

Any person, firm, partnership or corporation violating any of the provisions of §§ 150.080 through 150.097 shall be guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine of not less than \$25 nor more than \$1,000 or by imprisonment of a period of not more than 50 days or both such fine and imprisonment for each offense. Each day the violation continues shall be a separate offense. No additional notice other than the notice for the original offense shall be required to convict a person, firm, partnership or corporation for such violations resulting from a continuation of such offense. (Ord. 10-1991, adopted and effective 4-25-91)

The Filson Historical Society



**Compact Renegotiation Presentation to
the Interim Committee on Local Government**

18 September, 1997

As Attorney General, I signed-off on many interlocal agreements, none of which required approval from the General Assembly. However, the Compact entered into in 1986 between Jefferson County and

the City of Louisville is more than just an interlocal agreement.

Our community decided that it was in our best interest to re-distribute a portion of our occupational tax between City and County governments and to establish a prohibition on annexation. To fulfill these desires was beyond the reach of

an interlocal agreement. It required changes in state statute.

Thus, the 1986 Compact is composed of an interlocal agreement and certain legislation written to enable us to implement the consensus reached between our two governments.

Since this Compact was enacted with a “sunset” provision

for June 30, 1998, you will be asked to take legislative action for its renewal in the 1998 General Assembly.

Both the City and the County are in agreement that the current Compact should be continued. I am certain that we will forge an agreement between the two jurisdictions on how to do just

that. I'm equally certain that we will call on you and your colleagues in the General Assembly to continue, or perhaps amend, the state statutes regarding the sharing of our occupational taxes and annexation.

Prior to 1986, we had a very divided community. The City and

County vied for every economic development project, against one another. Suburban cities threatened to annex territory only to keep some other city from acquiring it.

Many in our community have forgotten this turmoil. I haven't.

As Attorney General, I approved the 1986 Compact.

As the County Judge/Executive, I have seen it work to provide stability and a solid foundation for growth in our community.

I look forward to returning to another of your meetings to explain our agreement in detail.

To move toward that end, I have spent a good deal of time meeting with my colleagues on

Fiscal Court to forge a consensus on the County's positions for this renegotiation. I believe it is critical that we speak with one voice, and I know that will make your work much easier.

Just yesterday, "A" District Commissioner Russ Maple and I sent letters to the Mayors of the 5th and 6th Class cities in

“A” District, asking for their input on the Compact. The Commissioner and I also intend to meet individually with the Mayors of the 3rd and 4th Class cities to discuss this, as well.

To further discussions of the interlocal agreements to be reached between the City and the County, I asked Mayor Abramson

yesterday to allow his two deputy mayors to begin meeting with my Deputy County Judge and Chief Administrative Officer over the next several weeks.

As you may have read, one key area where I believe our two governments can move toward greater cooperation and efficiency

is with the creation of a new, unified police department.

My staff and I are continuing to develop a proposal for bringing this about. We are consulting with the International Association of the Chiefs of Police for information about how this type of effort is working in other communities. And, we will bring

forward more details over the coming weeks.

I thank you for the opportunity to appear before you today to begin the discussions of what needs to be done to continue and build upon the Compact. I appreciate your early interest and involvement in an effort that is

**essential to our community's
growth and development.**

**Please contact me or any
members of my staff if we can be
of assistance to you.**

The Filson Historical Society

Commonwealth of Kentucky

HOUSE OF REPRESENTATIVES

RECEIVED

SEP 03 1997

To S. Tedder to
L. Board 10/6/97

BOB M. DEWEESE
STATE REPRESENTATIVE
6206 GLENHILL ROAD
LOUISVILLE, KENTUCKY 40222
502-426-5565

OFFICE OF THE
COUNTY JUDGE/EXECUTIVE



COMMITTEES:
Vice Chairman, Cities
Health & Welfare
Elections & Constitutional Amendments

August 28, 1997

Hon. David Armstrong
County Judge/Executive
400 Jefferson County Courthouse
527 West Jefferson Street
Louisville, KY 40202

Dear Dave:

I have received a copy of the Mayor's proposal renewing the City/County Compact and understand that you are in the process preparing your recommendations. I suppose that circumstances surrounding City and County Government make merger unlikely at this time. I had the opportunity to serve on the Governance Committee two years ago and felt it was a start in the right direction. However, once again politics and protectionism raised their ugly heads and the recommendations were scrapped.

I believe very strongly that in order for the greater Louisville Metropolitan area to reach its full potential for the future, some form of merger will be necessary. As you well know, a key player in future negotiations has to be the numerous small cities scattered throughout this community.

In my legislative district there are twenty-two such independent cities who feel it very important that their voices be heard in issues of merger and Compact negotiations.

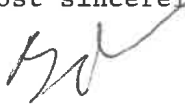
It is my understanding that the Jefferson County League of Cities has been promised a seat at the table in future Compact negotiations. I think it is extremely important for their voice to be heard because they have some legitimate concerns which effect the welfare of the citizens I represent. They would like the opportunity to seek solutions in the next Compact Agreement.

Page 2

Hon. David Armstrong

Look forward to working with you in the future on this issue and I am ready to help in any way I can.

Yours most sincerely,



Bob M. DeWeese, M.D.
State Representative
48th District

BMD:bjw

cc: Hon. Albert A. Tomassetti

The Filson Historical Society

RECEIVED

NOV 17 1997



COMMONWEALTH OF KENTUCKY

OFFICE OF THE ATTORNEY GENERAL

OFFICE OF THE COUNTY JUDGE/EXECUTIVE

ALBERT B. CHANDLER III
ATTORNEY GENERAL

November 12, 1997

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DEPT. OF LAW
10:21
FJ
CPT
11-17-97

CAPITOL BUILDING, SUITE 118
700 CAPITOL AVENUE
FRANKFORT, KY 40601-3449
(502) 696-5300
FAX: (502) 564-2894

William C. Stone
Law Director, City of Louisville
601 West Jefferson Street
Louisville KY 40202

Michael E. Conliffe
Jefferson County Attorney
1001 Fiscal Court Bldg.
Louisville KY 40202

file
Compact
The Filson Historical Society

Gentlemen:

This office recently received a letter from State Senator Julie Rose, a copy of which is enclosed, questioning the constitutionality of a section of the Cooperative Compact between the city of Louisville and Jefferson County enacted pursuant to KRS 79.310 through KRS 79.330.

Before this office responds to the inquiry we are requesting that you furnish us with your views, opinions, and conclusions concerning the matter. In addition, we would appreciate it if you would furnish us with a copy of the compact, particularly the section referred to in Senator Rose's letter.

Sincerely,

A. B. Chandler III
Attorney General

Thomas R. Emerson
Thomas R. Emerson
Assistant Attorney General

#1119

cc: The Honorable Julie Rose
State Senator





KENTUCKY GENERAL ASSEMBLY
State Capitol Frankfort, Kentucky 40601 502-564-8100

Hon. A.B. Chandler, III
Attorney General
State Capitol, Suite 116
Frankfort, Kentucky 40601-3349

Dear General Chandler:

I respectfully request that your office render an opinion relative to the Louisville/Jefferson County Compact, codified in KRS 79.310 through 79.330, and passed by the Louisville Board of Aldermen and the Jefferson County Fiscal Court June 24th, 1986. In Section II(C) of the compact, the city (Louisville) and the county have agreed to block any incorporated city's attempt to annex unincorporated territory within the county and any unincorporated territory's attempt to incorporate as a municipality.

My question is as follows:

Is the language relative to blocking the annexation of unincorporated territory into an existing municipality and the incorporation of unincorporated territory into a new municipality constitutional?

It would seem that it should be up to the residents of a particular area, and not another city and the county, to decide if they wish to either become an incorporated area, or be annexed into an existing municipality.

Thank you for your consideration of this matter.

Sincerely,

A handwritten signature in cursive script that reads "Julie Rose".

Senator Julie Rose

Compact Press Conference Proposed Outline

File

I. Mayor Abramson -

- history of Compact agreement and positive benefits to the community (essentially copy from the "introduction" in the agreement would be a good explanation for the press)
- term of agreement
- sharing of occupational taxes
- continuation of joint agency funding responsibilities
- annexation & window of opportunity

II. Judge Armstrong -

- Economic Growth Fund
- OED
- Inspections, Permits & Licenses
- Police Merger

III. Q & A

The Filson Historical Society



CITY OF LOUISVILLE
JERRY E. ABRAMSON
MAYOR

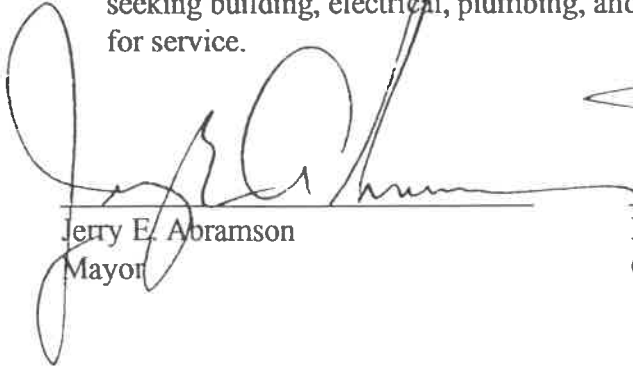


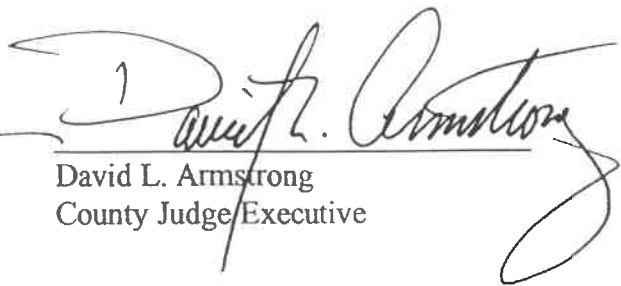
JEFFERSON COUNTY
DAVID L. ARMSTRONG
COUNTY JUDGE/EXECUTIVE

December 12, 1997

In order to begin immediately implementing certain agreements reached during our negotiations on the renewal of the 1986 Compact, we agree as follows:

1. The strategic implementation team of City and County employees presently meeting to develop a plan certain for the merger of the City and County Police Departments shall continue. This team shall consider deployment strategies, organization, costs, timetable, and other items necessary for police merger. This team shall report to the Mayor and the County Judge/Executive who will present the team's recommendations to the Board of Aldermen and Fiscal Court no later than September 1, 1998.
2. In order to further the joint efforts of the police departments while the team is developing a strategy for merger, the Mayor and County Judge/Executive shall consolidate police units such as training, fraud, canine and traffic. Units will be consolidated on or before June 30, 1998, following the model of the Metro Narcotics and Crimes Against Children's units.
3. It is in the community's best interest to create "one-stop shopping" for its inspection and permitting functions and the two governments will consolidate these functions by June 30, 1998. This will enable contractors and citizens seeking building, electrical, plumbing, and HVAC permits to go to one location for service.


Jerry E. Abramson
Mayor


David L. Armstrong
County Judge/Executive

PROPOSAL FOR THE 1998 RENEWAL OF THE LOUISVILLE/JEFFERSON COUNTY COMPACT

INTRODUCTION

The City-County Compact, signed in 1986, launched an unprecedented era of cooperation for the City of Louisville and Jefferson County that resulted in major benefits to the community as a whole. First among those benefits is the economic growth the community has experienced because of the unified approach to seeking new businesses and more jobs. The tax sharing formula in the Compact provides a strong incentive for the City and County to work together on economic development. Along with the community's economic growth, the City and County experienced a major growth in tax revenues. During the 10 year period prior to the Compact, after adjustment for inflation, City/County occupational tax revenue grew by only \$1 million. In contrast, during the first 11 years of the Compact, after adjustment for inflation, City/County occupational tax revenue grew by a very healthy \$36 million.

And, the amicable sharing of governmental responsibilities outlined by the Compact has brought efficiency, cooperation and a community-wide vision to the services joint agencies provide.

Most importantly, the Compact brought an end to the protracted, divisive and acrimonious annexation battles looming on every front 11 years ago. It is obvious that simply providing a vehicle for suspending those battles made the Compact the linchpin to this community's overall success for more than a decade.

It was against this background of success that County Judge/Executive Dave Armstrong and Mayor Jerry Abramson approached the renewal of the Compact, committed to keeping the momentum of success going and building on the foundation that has been laid over the last 12 years. This proposal addresses both the renewal of the key items from the original Compact and provides new and additional areas of cooperation.

TERM OF COMPACT

It is proposed that the renewed Louisville/Jefferson County Compact be for a term of 10 years.

A ten year Compact will give the City and County sufficient time to continue the process of combining activities for greater efficiency and

better service to the taxpayers, and yet is not so long a time for the community to become complacent.

SHARING OF OCCUPATIONAL TAXES

The formula in the Compact that calls for the distribution of occupational taxes between the City and County shall be retained as is. In order for the Compact to work, there had to be a true sharing of economic growth between the City and County. The formula for distribution of occupational taxes in the Compact insures this.

In order to further joint efforts to create new jobs and strengthen the occupational tax base, the County Judge/Executive and Mayor propose the creation of an **Economic Growth Fund**. This fund will be used for infrastructure development within the community in order to create employment opportunities. The City and County will contribute \$1 million each, in each of the first five years of the Compact renewal term. All decisions on expenditures from the Fund will be made by the Board of Aldermen and the Fiscal Court upon recommendation of the Mayor and County Judge/Executive.

The County Judge/Executive and Mayor propose that the current community economic development programs be streamlined by merging the business retention activities of the Office of Economic Development with the newly created business attraction arm of the Chamber of Commerce. It is anticipated that a joint agreement of the City, County and Chamber to create one point of access for economic development would be implemented no later than January, 1999. Steps will be taken to insure that these services will be available to non-Chamber members for the life of the agreement. Minority business development, OED loan programs and the neighborhood commercial programs shall be maintained as governmental functions either to be integrated into existing City and County departments or maintained as joint operations by the City and County by agreement.

ANNEXATION AND INCORPORATIONS UNDER THE COMPACT

The ban on annexations and incorporations in Jefferson County during the term of the renewed Compact should be continued but a one-time opportunity for limited annexation by suburban cities will be offered.

The City of Louisville and all the suburban cities need to know that their borders are fixed so that decisions about the future of cities in Jefferson County can be made against that backdrop, knowing that there will be no new territorial growth for the life of the Compact. The community cannot return to the disruption caused all of the residents of Jefferson County's unincorporated areas by the so-called annexation wars. Louisville's agreement not to annex during the term of the Compact is only feasible if all other suburban cities in the County live by the same rules.

In recognition of the stated need by some suburban cities to make minor boundary adjustments, the Mayor and County Judge/Executive propose that a "window of opportunity" for such adjustments be created before the Compact is renewed in July, 1998. City and County attorneys will work with the Jefferson County Delegation to ensure that this accommodation in no way jeopardizes the freeze on annexations and incorporations contained in the renewed Compact. Voluntary annexations in compliance with KRS 80A.412, which do not cut the City of Louisville off from adjacent properties so as to block any future City annexations; and which do not enlarge a suburban city by more than 10% of its existing territory would be presented to the City and County on or before April 30, 1998. Upon approval of the Board of Aldermen and Fiscal Court, these annexations would be acknowledged in the renewal of the Compact. The Mayor and County Judge are aware of the requirements of KRS 81.380 regarding the location for the new City of Minor Lane Heights and will incorporate its provisions into the Compact.

CONTINUATION OF JOINT AGENCY FUNDING RESPONSIBILITIES

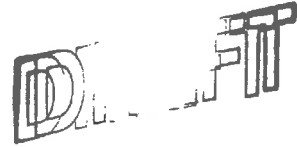
The distribution of joint agency funding, board terms and memberships, and operating details under the current Compact shall continue except as listed below.

A minor adjustment to the Compact language concerning the Human Relations Commission will be proposed to state that a quorum of the board for meeting purposes is a majority of members serving, not the membership of the board including vacancies.

The Disaster and Emergency Services section will be clarified to reflect that the new E911 surcharge will be used to finance the E911 system. In addition, the recommendation of the Director of Disaster and Emergency Services for the build out of the countywide siren system will be implemented by the City in the first three fiscal years of the Compact renewal.

To allow for the flexibility necessary for the city and county to create one point of access for business development as outlined above, the provision of the Compact which mandated a joint City/County economic development office funded on a fifty-fifty basis will be deleted.

City/County Compact Agreement



12 December, 1997

The Mayor speaks of the foundation of success that the Compact established for our community. That foundation truly is the cornerstone for our future growth and prosperity because it unified the City and County in unprecedented ways. It set our two governments on a course of greater cooperation.

Twelve years later, we have learned many lessons from this agreement. Yet, the fundamental tenet remains the same. Greater government efficiency will result from the City and County continuing to streamline services, and the Compact should be the tool that brings our two governments closer together.

This new agreement includes several important and innovative strategies to do just that. It signals real progress for our community.

The original Compact's intent of a 60/40 split of Occupational Taxes does, as the Mayor just described, ensure a true sharing of economic growth between the City and County. Mayor Abramson and I believe that with this new Compact, we can take that commitment to a new level with the creation of an Economic Growth Fund.

This fund will be used for infrastructure development in the City and the County. It will help us create jobs, strengthen our tax base, and, in turn, have a direct impact on the economic health of our community.

The City and County will each contribute \$1 million over the first five years of the new Compact's term. The Mayor and County Judge will recommend expenditures to the Board of Aldermen and Fiscal Court for their approval.

Whether the Fund is used for a project such as relocation of Brinly Hardy to make way for the new baseball stadium or for construction of roads and sewers at the Phase III expansion of Riverport, this will be the first time in the history of our community that the City and County have jointly invested in our economic growth, regardless of geographic lines.

That is progress.

Another key economic development initiative included in the Compact is our agreement to merge the business retention activities of the City/County Office of Economic Development with the Chamber of Commerce.

Recent merger of the Greater Louisville Economic Development Partnership into the Chamber resulted in a stronger entity to focus on job attraction and economic growth. The City and County will contract with the Chamber to provide essential OED services such as assistance with and incentives for expansions, expediting, and ...

With the new Compact, we are now moving to truly provide businesses with one point of access for all economic development services. That is progress, as well.

The Interlocal Agreement that accompanies the Compact does not require legislative approval and there are two key components on which we have reached agreement that require further work. So that we do not delay moving forward to the General Assembly, the Mayor and I have also drafted a letter of agreement to accompany this Compact that addresses two other consolidations of City/County services.

Currently, an electrical, building, HVAC, or plumbing contractor must register with both the City and the County to work in this community. That contractor must obtain permits from both governments, deal with two sets of requirements, two staffs, two sets of books, and pay two fees.

The Mayor and I believe this cumbersome and expensive process can be eliminated by consolidating City and County inspection and permitting functions. Our staffs will continue to meet to develop a plan to do so, and that will be incorporated into an interlocal agreement, by June 30, 1998.

Since this negotiation began, I have maintained that a new Compact is the key to eliminating barriers that prevent us from bringing our two governments together into that long sought "one voice" for this community.

Essential to that is merger of the City and County Police Departments.

There is no doubt that, to the citizens of this community, policing is the most important service government provides. The City and County can do this better and more efficiently, with one department.

The Mayor and I have agreed that the strategic implementation team of City and County employees will develop a plan for the merger of the two departments no later than September 1, 1998.

The plan will then be presented to the Board of Aldermen and Fiscal Court for approval.

In order to further the joint efforts of the police departments while the team is developing a strategy for merger, they Mayor and I shall consolidate the Fraud Unit, and other units such as training, canine, and traffic. These units will be consolidated on or before June 30, 1998, following the model of the Metro Narcotics and Crimes Against Children units, which have a shared, rotating command and joint funding.

Above all, this is true progress for our community. And, I am so pleased that this most significant step to bringing our two governments together will move forward.

Mayor, it truly is an honor to stand here with you today and report to the citizens of our community that we have improved on an agreement that has been so critical to our community's success. I thank you and Deputy Mayor Heavrin, and, from my staff, Deputy County Judge Bruce Traugber for the hard work, thought, and cooperation that was invested in this negotiation.

We bring forward an agreement today that sets the tone for the future. A tone of cooperation that is certain to result in a stronger, more competitive, and more prosperous community.

We'll be glad to answer any questions you have.

City/County Compact Agreement

12 December, 1997

The Compact truly is the cornerstone for our future growth and prosperity because it unified the City and County in unprecedented ways. It set our two governments on a course of greater cooperation.

And, twelve years later, the fundamental tenet remains the same. Greater government efficiency will result from the City and County continuing to streamline services, and the Compact should be the tool that brings our two governments closer together.

This new agreement includes several important and innovative strategies to do just that. It signals real progress for our community.

The original Compact's 57/43 percent split of Occupational Taxes does indeed ensure a true sharing of economic growth

**between the City and County.
Mayor Abramson and I believe
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**This fund will be used for
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us create jobs, strengthen our tax base, and, in turn, have a direct impact on the economic health of our community.

The City and County will each contribute \$1 million each over the first five years of the new Compact's term. The Mayor and County Judge will recommend

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The Filson Historical Society

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The Filson Historical Society

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The Filson Historical Society

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ANNEXATION AND INCORPORATIONS UNDER THE COMPACT

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The City of Louisville and all the suburban cities need to know that their borders are fixed so that decisions about the future of cities in Jefferson County can be made against that backdrop, knowing that there will be no new territorial growth for the life of the Compact. The community cannot return to the disruption caused all of the residents of Jefferson County's unincorporated areas by the so-called annexation wars. Louisville's agreement not to annex during the term of the Compact is only feasible if all other suburban cities in the County live by the same rules.

In recognition of the stated need by some suburban cities to make minor boundary adjustments, the Mayor and County Judge/Executive propose that a "window of opportunity" for such adjustments be created before the Compact is renewed in July, 1998. City and County attorneys will work with the Jefferson County Delegation to ensure that this accommodation in no way jeopardizes the freeze on annexations and incorporations contained in the renewed Compact. Voluntary annexations in compliance with KRS 80A.412, which do not cut the City of Louisville off from adjacent properties so as to block any future City annexations; and which do not enlarge a suburban city by more than 10% of its existing territory would be presented to the City and County on or before April 30, 1998. Upon approval of the Board of Aldermen and Fiscal Court, these annexations would be acknowledged in the renewal of the Compact. The Mayor and County Judge are aware of the requirements of KRS 81.380 regarding the location for the new City of Minor Lane Heights and will incorporate its provisions into the Compact.

CONTINUATION OF JOINT AGENCY FUNDING RESPONSIBILITIES

The distribution of joint agency funding, board terms and memberships, and operating details under the current Compact shall continue except as listed below.

A minor adjustment to the Compact language concerning the Human Relations Commission will be proposed to state that a quorum of the board for meeting purposes is a majority of members serving, not the membership of the board including vacancies.

The Disaster and Emergency Services section will be clarified to reflect that the new E911 surcharge will be used to finance the E911 system. In addition, the recommendation of the Director of Disaster and Emergency Services for the build out of the countywide siren system will be implemented by the City in the first three fiscal years of the Compact renewal.

To allow for the flexibility necessary for the city and county to create one point of access for business development as outlined above, the provision of the Compact which mandated a joint City/County economic development office funded on a fifty-fifty basis will be deleted.



CITY OF LOUISVILLE
JERRY E. ABRAMSON
MAYOR

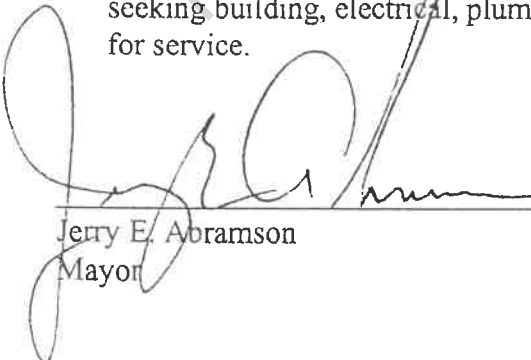


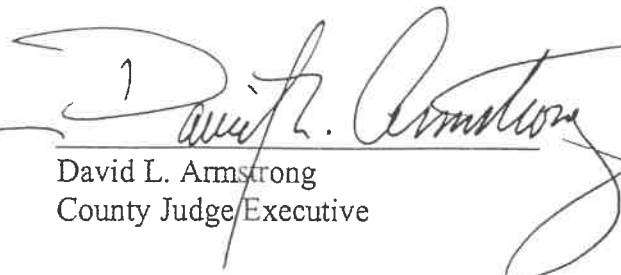
JEFFERSON COUNTY
DAVID L. ARMSTRONG
COUNTY JUDGE/EXECUTIVE

December 12, 1997

In order to begin immediately implementing certain agreements reached during our negotiations on the renewal of the 1986 Compact, we agree as follows:

1. The strategic implementation team of City and County employees presently meeting to develop a plan certain for the merger of the City and County Police Departments shall continue. This team shall consider deployment strategies, organization, costs, timetable, and other items necessary for police merger. This team shall report to the Mayor and the County Judge/Executive who will present the team's recommendations to the Board of Aldermen and Fiscal Court no later than September 1, 1998.
2. In order to further the joint efforts of the police departments while the team is developing a strategy for merger, the Mayor and County Judge/Executive shall consolidate police units such as training, fraud, canine and traffic. Units will be consolidated on or before June 30, 1998, following the model of the Metro Narcotics and Crimes Against Children's units.
3. It is in the community's best interest to create "one-stop shopping" for its inspection and permitting functions and the two governments will consolidate these functions by June 30, 1998. This will enable contractors and citizens seeking building, electrical, plumbing, and HVAC permits to go to one location for service.


Jerry E. Abramson
Mayor


David L. Armstrong
County Judge/Executive

file

DRAFT

PROPOSAL FOR THE 1998 RENEWAL OF THE LOUISVILLE/JEFFERSON COUNTY COMPACT

INTRODUCTION

The City-County Compact, signed in 1986, launched an unprecedented era of cooperation for the City of Louisville and Jefferson County that resulted in major benefits to the community as a whole. First among those benefits is the economic growth the community has experienced because of the unified approach to seeking new businesses and more jobs. The tax sharing formula in the Compact provides a strong incentive for the City and County to work together on economic development. Along with the community's economic growth, the City and County experienced a major growth in tax revenues. During the 10 year period prior to the Compact, after adjustment for inflation, City/County occupational tax revenue grew by only \$1 million. In contrast, during the first 11 years of the Compact, after adjustment for inflation, City/County occupational tax revenue grew by a very healthy \$36 million.

And, the amicable sharing of governmental responsibilities outlined by the Compact has brought efficiency, cooperation and a community-wide vision to the services joint agencies provide.

Most importantly, the Compact brought an end to the protracted, divisive and acrimonious annexation battles looming on every front 11 years ago. It is obvious that simply providing a vehicle for suspending those battles made the Compact the linchpin to this community's overall success for more than a decade.

It was against this background of success that County Judge/Executive Dave Armstrong and Mayor Jerry Abramson approached the renewal of the Compact, committed to keeping the momentum of success going and building on the foundation that has been laid over the last 12 years. This proposal addresses both the renewal of the key items from the original Compact and provides new and additional areas of cooperation.

TERM OF COMPACT

It is proposed that the renewed Louisville/Jefferson County Compact be for a term of 10 years.

A ten year Compact will give the City and County sufficient time to continue the process of combining activities for greater efficiency and

better service to the taxpayers, and yet is not so long a time for the community to become complacent.

SHARING OF OCCUPATIONAL TAXES

The formula in the Compact that calls for the distribution of occupational taxes between the City and County shall be retained as is. In order for the Compact to work, there had to be a true sharing of economic growth between the City and County. The formula for distribution of occupational taxes in the Compact insures this.

In order to further joint efforts to create new jobs and strengthen the occupational tax base, the County Judge/Executive and Mayor propose the creation of an **Economic Growth Fund**. This fund will be used for infrastructure development within the community in order to create employment opportunities. The City and County will contribute \$1 million each, in each of the first five years of the Compact renewal term. All decisions on expenditures from the Fund will be made by the Board of Aldermen and the Fiscal Court upon recommendation of the Mayor and County Judge/Executive.

The County Judge/Executive and Mayor propose that the current community economic development programs be streamlined by merging the business retention activities of the Office of Economic Development with the newly created business attraction arm of the Chamber of Commerce. It is anticipated that a joint agreement of the City, County and Chamber to create one point of access for economic development would be implemented no later than January, 1999. Steps will be taken to insure that these services will be available to non-Chamber members for the life of the agreement. Minority business development, OED loan programs and the neighborhood commercial programs shall be maintained as governmental functions either to be integrated into existing City and County departments or maintained as joint operations by the City and County by agreement.

ANNEXATION AND INCORPORATIONS UNDER THE COMPACT

The ban on annexations and incorporations in Jefferson County during the term of the renewed Compact should be continued but a one-time opportunity for limited annexation by suburban cities will be offered.

The City of Louisville and all the suburban cities need to know that their borders are fixed so that decisions about the future of cities in Jefferson County can be made against that backdrop, knowing that there will be no new territorial growth for the life of the Compact. The community cannot return to the disruption caused all of the residents of Jefferson County's unincorporated areas by the so-called annexation wars. Louisville's agreement not to annex during the term of the Compact is only feasible if all other suburban cities in the County live by the same rules.

In recognition of the stated need by some suburban cities to make minor boundary adjustments, the Mayor and County Judge/Executive propose that a "window of opportunity" for such adjustments be created before the Compact is renewed in July, 1998. City and County attorneys will work with the Jefferson County Delegation to ensure that this accommodation in no way jeopardizes the freeze on annexations and incorporations contained in the renewed Compact. Voluntary annexations in compliance with KRS 80A.412, which do not cut the City of Louisville off from adjacent properties so as to block any future City annexations; and which do not enlarge a suburban city by more than 10% of its existing territory would be presented to the City and County on or before April 30, 1998. Upon approval of the Board of Aldermen and Fiscal Court, these annexations would be acknowledged in the renewal of the Compact. The Mayor and County Judge urge that a decision be made on the location for the new City of Minor Lane Heights by the time this window of opportunity closes.

CONTINUATION OF JOINT AGENCY FUNDING RESPONSIBILITIES

The distribution of joint agency funding, board terms and memberships, and operating details under the current Compact shall continue except as listed below.

A minor adjustment to the Compact language concerning the Human Relations Commission will be proposed to state that a quorum of the board for meeting purposes is a majority of members serving, not the membership of the board including vacancies.

The Disaster and Emergency Services section will be clarified to reflect that the new E911 surcharge will be used to finance the E911 system. In addition, the recommendation of the Director of Disaster and Emergency Services for the build out of the countywide siren system will be implemented by the City in the first three fiscal years of the Compact renewal.

To allow for the flexibility necessary for the city and county to create one point of access for business development as outlined above, the provision of the Compact which mandated a joint City/County economic development office funded on a fifty-fifty basis will be deleted.

The Filson Historical Society

BROWN, TODD
& HEYBURN PLLC

Sheryl G. Snyder

September 22, 1997

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3200 Providian Center
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(502) 589-5400
Facsimile (502) 581-1087

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Lexington, KY 40507-1749
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Covington, KY 41011
(606) 431-5550
Facsimile (606) 431-2191

Indiana Office
120 West Spring Street, Suite 400
New Albany, IN 47150-3655
(812) 948-2800
Facsimile (812) 948-7994

Hon. David L. Armstrong
County Judge Executive
Jefferson County Courthouse
527 W. Jefferson Street
Louisville, Kentucky 40202

Dear Dave:

Enclosed is a self-explanatory opinion of the Attorney General following up on their earlier opinion that the City-County Mayor is constitutional. I will not comment in writing on their reasoning, but would be delighted to discuss it with you by telephone.

Perhaps you should dust off the citation to the opinion issued while you were Attorney General and ask them to opine concerning the effect of § 124 on Senator Shaughnessy's proposal.

Cordially,



Sheryl G. Snyder

Enclosure

F:\USERS\518\PRIVATE\CORRES\ARMSTRON.WPD



City of Louisville
OFFICE OF THE MAYOR

601 W. Jefferson Street • Louisville, KY 40202-2728
(502) 574-3061 • Fax (502) 574-4201
TDD (502) 574-4091



JERRY E. ABRAMSON
MAYOR

September 23, 1997

Honorable David L. Armstrong
County Judge/Executive
400 Jefferson County Courthouse
527 West Jefferson Street
Louisville, KY 40202

Dear Dave:

As you know, at the meeting of the Kentucky General Assembly's Interim Joint Committee on Local Government last week a number of legislators from Jefferson County asked that we revisit the idea of including a "Metro-Mayor" proposal as part of the renewed Compact. My personal opinion of the concept mirrors my long standing support for a way to insure that our community "speaks with one voice." Ironically, unless you and I can join together - in one voice - in presenting this "innovative idea", it is not very likely that it will receive a fair hearing with the public.

Therefore, I would like to present the following proposal and hope that our staffs can discuss this in more detail at tomorrow's meeting. This is my proposal alone; I have not sought Aldermanic support for it.

I propose that we continue the Compact as is for 6 years (July 1, 2004) so the new Metro-mayor position can be proposed and, if put in place, that person, elected by the entire community, can propose how to continue the Compact after taking office. The Legislature, lead by our Jefferson County Delegation, can either:

- *Create the Metro-Mayor position itself, to take effect for the next term. That is, the election for the first Metro-Mayor would be held in 2002 and the Metro-Mayor would take office in January, 2003; or*
- *Present the Metro-Mayor position for voter approval on the ballot in the year 1999 or 2000. If it passes, the election for the first Metro-Mayor would be held in 2002, with Metro-Mayor taking office in January, 2003.*

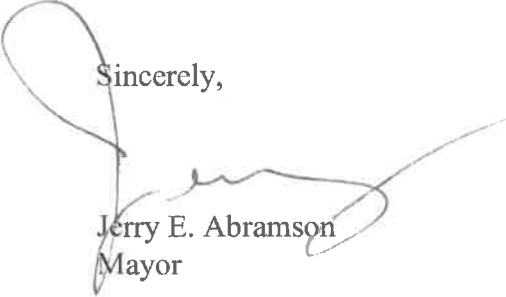
Honorable David L. Armstrong
Page Two
September 23, 1997

I believe that this proposal addresses the three major objections to the creation of Metro-Mayor which you have raised.

- 1) **A concern that such an office may be unconstitutional.** The Attorney General and the Legislative Research Commission have looked at the concept and have basically signed off on it as legal. But under the schedule set out above, there would certainly be plenty of time to propose the necessary legislation to put this into effect and allow anyone who wants to challenge it, to do so.
- 2) **A proposal such as this should be voted upon by the people.** The Legislature can decide to put the Metro-Mayor position in place as part of the Compact, which, as you know, wasn't voted upon by the electorate. The amount of time between the creation of the position and the implementation of it would be sufficient to air any and all concerns about it. However, it may be preferable for the Legislature to put it to a vote.
- 3) **This proposal creates more government, rather than less.** The creation of a Metro-Mayor would mean both eliminating the office of Mayor of the City of Louisville and removing the Jefferson County Fiscal Court from the day to day administration of County Government. This would seem to me to be less, rather than more government.

While trying to be responsive to the Legislators' request to revive the Metro-Mayor concept, I don't want to lose sight of their previous request to present something to them by September 30. I hope that whatever your opinion is on the above proposal tomorrow's meeting of our respective staffs can result in some tangible movement in the negotiations.

Sincerely,



Jerry E. Abramson
Mayor

ect

cc: Members of Jefferson County Legislative Delegation
Members of Board of Aldermen
County Commissioners
Lawrence C. Falk
Faye Ellerkamp

**LOUISVILLE AND JEFFERSON COUNTY COMPACT
AS PASSED BY THE BOARD OF ALDERMEN AND
FISCAL COURT ON JUNE 24, 1986.**

The Filson Historical Society

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**LOUISVILLE AND JEFFERSON COUNTY COMPACT
AS PASSED BY THE BOARD OF ALDERMEN AND
FISCAL COURT ON JUNE 24, 1986.**

This is a Cooperative Compact as provided for in 1986 Kentucky Acts Chapter 77 between the CITY OF LOUISVILLE, KENTUCKY (hereinafter called "City") and JEFFERSON COUNTY, KENTUCKY (hereinafter called "County").

SECTION I - OCCUPATIONAL LICENSE FEES

(A) Occupational license fees collected by the City and the County shall be divided between the City and the County in accordance with the formula established in 1986 Kentucky Acts Chapter 77 and as set forth in Section I(C) herein.

(B) As used in Section I of this Cooperative Compact, the following words are defined as follows unless the context otherwise requires:

(1) "Base year collections" means the amount of combined collections received by the City and the County in calendar year 1985;

(2) "Collections" means the sums received (excluding penalties and interest) by the City and the County in a calendar year from its occupational license fee levy.

(3) "Combined inflation-adjusted base" means the base year collections of the City and the County adjusted by the increase or decrease in the consumer price index by using 1985 as the base year. Each year the combined inflation-adjusted base shall be computed by multiplying the consumer price index in December of that year by base year collections and dividing the product by the December 1985 consumer price index;

(4) "Consumer price index" means the index for all urban consumers as published by the United States Department of Labor, Bureau of Labor Statistics;

(5) "Occupational license fees" means license fees levied upon wages and net profits by the City pursuant to KRS 91.200 and by the County pursuant to KRS 68.180, but shall not include occupational license fees imposed for educational purposes pursuant to KRS Chapter 160, for mass transportation programs pursuant to KRS 96A.310 through 96A.370 or license fees or taxes on insurance premiums for the privilege of engaging in the business of insurance.

(C) Effective in 1986, the Sinking Fund of the City shall calculate the distribution of the combined collections from the occupational license fees in accordance with the formula established by this subsection (C) instead of in accordance within which jurisdiction the situs of the person or business subject to the tax is located. This section shall not change the manner in which such license fees are levied or collected by the City and County and the fees therefore, but merely directs that the combined collections from such license fees be apportioned between the City and the County to reflect the sharing of responsibilities and obligations agreed to by the City and the County in this Cooperative Compact.

(1) If combined collections from occupational license fees in any calendar year are less than or equal to the base year collections, fifty-eight and seven hundred and thirty-five thousandths percent (58.735%) of such combined collections shall be apportioned to the City and forty-one and two hundred and sixty-five thousandths percent (41.265%) of such combined collections shall be apportioned to the County.

(2) If combined collections are greater than the base year collections but less than the combined inflation-adjusted base, the amount equal to the base year collections shall be divided between the City and County in accordance with paragraph (1) of this subsection, and the remainder of combined collections shall be divided so that the City shall be apportioned fifty-nine and seven tenths percent (59.7%) of such remainder and the County shall be apportioned forty and three tenths percent (40.3%) of such remainder.

(3) If combined collections in any calendar year exceed the combined inflation-adjusted base, the amount of combined collections equal to the combined inflation-adjusted base shall be divided between the City and the County in accordance with paragraph (2) of this subsection, ten percent (10%) of the combined collections in excess of the combined inflation-adjusted base shall be apportioned in accordance with paragraph (4) of this subsection, and the remaining ninety percent (90%) shall be apportioned so that fifty-seven and two tenths percent (57.2%) of the remainder shall be apportioned to the City and forty-two and eight tenths percent (42.8%) of the remainder shall be apportioned to the County.

(4) Ten percent (10%) of the combined collections in excess of the combined inflation-adjusted base shall be apportioned to the City or the County in accordance within which jurisdiction the growth in combined collections occurred. If the increase in combined collections is attributable to increased collections in both jurisdictions, the City and the County shall each be apportioned a percentage of the ten percent (10%) equal to the percentage of the increase in combined collections that is attributable to the increase in collections in its jurisdiction.

(5) The Sinking Fund may establish administrative regulations to be used to apportion collections. Such administrative regulations must be approved by the Board of Aldermen and Fiscal Court prior to their implementation.

(6) Penalties and interest will be distributed to the City and County for the duration of this Cooperative Compact in the same manner as such receipts were distributed prior to the effective date of this Cooperative Compact.

(D) The City and County recognize the basis for this Cooperative Compact is the sharing of current and future occupational tax revenue for the purpose of providing county-wide services to the citizens of the City and County. The City and County further recognize that any unilateral, voluntary reduction of such occupational tax revenue violates the spirit of this Cooperative Compact. Therefore, if:

(1) Either the City or the County lowers its occupational tax rate or changes the occupational tax base without the concurrence of the other entity;

or

(2) The County contracts with a city of the second through sixth class to credit such a city's license fee against the County's license fee as provided for in KRS 68.190 without concurrence of the City on such a contract;

or

(3) Either the City or the County contracts with an agency pursuant to 1986 Kentucky Acts Chapter 13, which authorizes tax increment financing, for the release of occupational tax without the concurrence of the other entity;

during the term of this Cooperative Compact, then the entity that reduces such occupational tax revenues shall compensate the other entity for such reduction. Concurrence required by this Section shall be by formal action of the Mayor and

Board of Aldermen on behalf of the City and Fiscal Court on behalf of the County.

SECTION II - ANNEXATION

The Board of Aldermen of the City of Louisville and Jefferson County Fiscal Court, each having independently considered the complex issues involving annexations by cities of all classes in Jefferson County, and each body having examined the problems which exist as a result of the City's commitment not to annex during the term of this Cooperative Compact, do find, as matters of legislative fact, that:

(A) Government reorganization has been twice considered and rejected by the voters of Jefferson County. It is thus apparent that long and careful study of the entire question of how best to provide the services of local government in Jefferson County is necessary. This Cooperative Compact, which is to remain in effect for the next twelve years, will facilitate this consideration by stabilizing the boundaries of the City and the unincorporated area of the County during the time public officials of both the City and County are examining the best way to provide local government services as we approach the twenty-first century.

(B) During this twelve year period, the County realizes that the City will continue to have under consideration as one alternative the continuation of the annexations now being proposed by the City. The City, however, agrees simultaneously to consider other alternatives to annexation and as a result the twelve year term of this Cooperative Compact is not intended to and shall not in any way adversely impact the City's annexation priorities. Therefore, the City and the County agree as follows:

(1) Once an ordinance stating the intention of the City to annex an area has been given its first reading or enacted by the Board of Aldermen, no part of such area may be incorporated or be annexed by another city, unless such incorporation or annexation is pending at the time the ordinance is given its first reading, until the annexation proposal by the City is defeated pursuant to subsections (E) and (F) of this Section or until the ordinance is withdrawn or repealed or amended as to the area to be annexed.

(2) This subsection shall apply to any proposing ordinance which has had a first reading or has been enacted as of January 1, 1986.

(3) Notwithstanding anything to the contrary in this subsection, any annexation by a city other than Louisville, or incorporation prior to January 1, 1986, shall not be nullified by the application of 1986 Kentucky Acts Chapter 77; provided, however, the City shall retain its legal annexation priorities which existed on January 1, 1986 to the territory so annexed or incorporated. In fact, the City and County, having fully reviewed and examined the City's proposing ordinances previously of record, and having determined that the City has priority with respect to the remaining unincorporated territory in the County to which it is contiguous, do hereby recognize that this priority shall remain in effect throughout the term of this Cooperative Compact without the need for the City to take any further steps to insure the maintaining of said priority.

(4) The boundaries of the City shall remain as established by law unless changed pursuant to the procedures set forth in Section II of this Cooperative Compact.

(5) Upon the termination of this Cooperative Compact, boundary changes shall be governed by the provisions of KRS 81A.010 et seq.

(C) The City and County have found that it is necessary to maintain the status quo of the boundaries in Jefferson County in order to insure further efficient governmental services by the City and County. Therefore, recognizing that less proliferation of municipalities may make it easier and less costly to provide services in the City and County, the City and County do hereby agree to fully cooperate in blocking any incorporated City's attempt to annex unincorporated territory within the County and any unincorporated territory's attempt to incorporate as a municipality. In so doing, the City and County recognize that further proliferation in Jefferson County through incorporations or annexations would constitute an unreasonable way of providing public services and would unreasonably prejudice them.

(D) Any annexation of unincorporated territory by the City during the term of this Cooperative Compact shall be pursuant to the procedures established by 1986 Kentucky Acts Chapter 77 and as set forth in Section II of this Cooperative Compact.

(E) When the City desires to annex unincorporated territory, the Board of Aldermen of the City shall enact an ordinance stating the intention of the City to annex. If an ordinance proposing to annex unincorporated territory has been enacted prior to the effective date of this Cooperative Compact and the ordinance annexing the territory to the City has not been enacted, then in order for the City to annex the territory during the time this Cooperative Compact is in effect, the Board of Aldermen shall re-enact the ordinance only including the same territory as the original ordinance and stating the intention of the City to annex. Such ordinances shall accurately define the boundary of the unincorporated territory proposed to be annexed, and declare it desirable to annex the unincorporated territory.

(F) The Mayor of the City shall deliver a certified copy of the ordinance to the County Clerk of the County in which the territory proposed to be annexed is located, who shall have prepared to be placed before the voters in each precinct embraced in whole or in part within the territory proposed to be annexed the question: "Are you in favor of being annexed to the City of Louisville?" If only a part of any precinct is embraced within the territory proposed to be annexed only persons who reside within the territory proposed to be annexed shall be permitted to vote. The County Clerk shall cause the sheriff or sheriffs to deliver to the election officers in each precinct in the appropriate counties copies of the ordinance proposing to annex:

(1) If more than fifty percent (50%) of those voting on the question approve of the annexation, the Board of Aldermen may proceed to annex the territory. Within sixty (60) days of the certification of the election results in which more than fifty percent (50%) of those voting in the election approved the annexation, the Board of Aldermen may enact an ordinance annexing the territory. Upon enactment of the ordinance the territory shall become part of the City for all purposes; or

(2) If fifty percent (50%) or less of those voting on the question approve the annexation, the ordinance proposing annexation shall become ineffectual for any purpose subject to the provisions of KRS 81A.460.

SECTION III - BOARDS, COMMISSIONS AND AGENCIES

This Cooperative Compact represents the beginning of an effort by the City and County and their citizens to provide professional, efficient, equitable representative and accountable services for all residents of the City and County.

Joint boards, commissions and agencies altered by this Cooperative Compact will be part of an organizational chart with clear lines of authority to either the City or the County. The result will be clear policy and fiscal accountability to local government as well as an opportunity for increased coordination of services among the joint boards, commissions, agencies and local governmental departments. The participation and input by citizens through the advisory entities insures that the boards, commissions and agencies are invested in, owned by and are an integral part of the community.

(A) The specific boards, commissions and agencies hereinafter contained in this Cooperative Compact shall be altered as each specific section details so that the control and responsibility for such board, commission or agency will hereinafter lie with either the City or the County, or the City and County jointly. Unless amended by this Cooperative Compact, all ordinances or resolutions presently in effect which govern the powers, duties and responsibilities of the boards, commissions or agencies hereinafter contained, shall remain in full force and effect.

(B) Pursuant to KRS 65.210 et seq., the City and County specifically provide by the provisions of this Cooperative Compact that the powers, privileges and authorities exercised or capable of being exercised by either the City or the County through the boards, commissions or agencies hereinafter amended, are to be exercised by the board, commission or agency, or jointly by the City and County, or by either the City or the County acting as agent for the other public body anywhere within the territorial limits of Jefferson County.

(C) In addition to complying with any specific qualification requirements established by statute, ordinance or resolution, the Mayor and County Judge/Executive, to the extent practicable, when making appointments to joint

entities hereinafter contained shall take into account the demographic characteristics of the City and the County, including, but not limited to, race, sex, geographic location, expertise and diversity appropriate and relevant to the purpose of the specific entity.

SECTION IV - PROVISIONS AFFECTING TRANSITION

(A) All employees transferred by this Cooperative Compact from employment by the City, the County or a board, commission or agency to employment with a different entity shall carry over all accumulated benefits into the new employment. This includes, and is limited to, the carry over of accumulated sick leave, vacation, compensatory time, seniority or any other accumulated benefit regardless of whether the employment to which the employee is transferred allows such accumulation. The use of such accumulated benefit shall be in accordance with the regulations of the entity to which the employee is transferred. After such transfer employees shall be entitled to receive only those benefits provided by the employing entity to its employees.

(B) Notwithstanding the provisions hereinafter exempting the employees of certain transitioned entities from the City's residency ordinance, (specifically the Sections concerning Human Relations, Zoo, Disaster and Emergency Services, Library, Parks and Economic Development Office), an individual employee who, because of a change in status, is no longer an officer, employee or on the staff devoted solely to the support of that exempted entity, shall be subject to the City's residency ordinance.

(C) Any cause of action which arose during the operation of a board, commission, agency or department as a joint City/County entity changed by this Cooperative Compact to either a City or County board, commission, agency or

department which results in an adverse judgment shall be deemed the joint and several liability of both the City and the County regardless of which government is transferred the fiscal responsibility of the former joint entity by this Cooperative Compact. Representation of all legal actions pending at the effective date of this Cooperative Compact will continue to be the responsibility of the governing entity presently providing representation.

(D) Assets being used by a board, commission or agency affected by this Cooperative Compact, regardless of ownership, shall continue to be used for the benefit of the board, commission or agency unless this Compact specifically provides otherwise. During the term of this Cooperative Compact if any assets are no longer needed by a board, commission or agency, then such assets shall be returned to the parties according to the contribution of the parties toward the asset. Transfer of ownership of such assets when necessary for such purposes as insurance coverage, repair or replacement, etc. shall be negotiated by the City and County on a case-by-case basis. Such assets include, but are not limited to, self-insurance trust funds, reserve accounts, lapsed funds, personal property and real property.

(E) The City and County by the actions taken under this Cooperative Compact do not abrogate any governmental immunities which are established by operation of law.

SECTION V - GUIDELINES FOR EXECUTIVE DIRECTORS

(A) All Directors of departments, boards, commissions or agencies in this Cooperative Compact which are to be appointed either jointly or separately by the Mayor, and the County Judge/Executive with the approval of Fiscal Court, shall be selected on the basis of professional personnel policies in the areas of

recruitment, screening and the setting of minimum qualifications which are currently in use by the City and County.

(B) Realistic minimum requirements that are predictive of success in the performance of the job shall be established and followed. Qualifications commonly required of employees or directors in all places of employment shall be understood to be implied. The qualifications include, but are not limited to, professional experience and accepted professional standards in the field or a related field.

(C) The Mayor and the County Judge/Executive when appointing an executive director either jointly or separately shall seek the advice of or consult with the board, commission, agency or authority affected thereby.

SECTION VI - AIR POLLUTION CONTROL DISTRICT

(Organized and governed by KRS Chapter 77)

(A) Pursuant to KRS 77.065, as amended by 1986 Kentucky Acts Chapter 77, the County shall provide all staff support, including a secretary-treasurer and an air pollution control officer, to the Air Pollution Control Board through County officers, assistants, clerks, deputies and employees. The staff of the Air Pollution Control Board, including the secretary-treasurer and the air pollution control officer, shall be deemed County employees and shall be subject to the control of Fiscal Court. Effective August 1, 1986, the employees of the Air Pollution Control District shall be transferred to the service of the County government; provided that all such employees who are in the classified service at such time shall be continued in a classified service administered by County Government.

(B) Pursuant to KRS 77.070, as amended by 1986 Kentucky Acts Chapter 77, the Air Pollution Control Board shall consist of seven (7) members, four (4) of

whom shall be appointed by the County Judge/Executive with the approval of Fiscal Court and three (3) of whom shall be appointed by the Mayor, with the approval of the Board of Aldermen. Subject to the initial adjustment of the terms of sitting members provided for in 1986 Kentucky Acts Chapter 77, the terms of such members shall be three (3) years, and until their successors are appointed and qualified. Upon the effective date of 1986 Kentucky Acts Chapter 77, the terms of the members serving on the Air Pollution Control Board shall be adjusted by separate action of the Mayor, and the County Judge/Executive with the approval of Fiscal Court.

(C) Pursuant to the provisions of KRS 77.125, the County shall assume full funding responsibility, administrative responsibility, and fiscal control for the Air Pollution Control District during the term of this Cooperative Compact. All functions, obligations, powers and duties now vested in the Air Pollution Control District shall continue to be vested in the district.

(D) Pursuant to KRS 77.070(4), no more than two (2) of the appointments of either the Mayor or the County Judge/Executive to terms beginning after July 15, 1986, shall be of the same political party affiliation.

(E) Section VI of this Cooperative Compact supersedes and replaces City Codified General Ordinance Section 33.010 concerning the Air Pollution Control Board.

SECTION VII - BOARD OF HEALTH

(Organized and governed by KRS Chapter 212)

(A) Pursuant to KRS 212.350, as amended by 1986 Kentucky Acts Chapter 77, the County shall provide all staff support, including a Director of Health, to the Board of Health through County officers, assistants, clerks, deputies and

employees. All officers, employees and staff of the Board of Health and the Department of Health shall be deemed County employees and shall be subject to the control of Fiscal Court. Effective August 1, 1986, except as provided in (F)(1) herein, the officers, employees and staff of the Board of Health and the Department of Health shall be transferred to the service of County government; provided that all such employees who at such time are in the classified service shall be continued in a classified service administered by County government. All functions, obligations, powers and duties now vested in the Board of Health shall continue to be vested in the Board unless changed by ordinance of Fiscal Court.

(B) Pursuant to KRS 212.380, as amended by 1986 Kentucky Acts Chapter 77, the Board of Health shall be composed of ten (10) members; two (2) of whom shall be the Mayor and the County Judge/Executive as members ex officio, four (4) of whom shall be appointed by the Mayor, and four (4) of whom shall be appointed by the County Judge/Executive with the approval of Fiscal Court. Subject to the initial adjustment of the terms of sitting members provided for in 1986 Kentucky Acts Chapter 77, the terms of the members on the Board shall be for three (3) years and until their successors are appointed and qualified. Upon the effective date of 1~86 Kentucky Act Chapter 77, the terms of the members serving on the Board of Health shall be adjusted by separate action of the Mayor, and the County Judge/Executive with the approval of Fiscal Court.

(C) Pursuant to the provisions of KRS 212.470, the County shall assume full funding responsibility, administrative responsibility, and fiscal control for the Board of Health, with the exception of the Family Health Center - Portland, the Family Health Center - Shelby, and the Rodent Control Programs during the term of this Cooperative Compact.

(D) All provisions of KRS Chapter 212, which directs the operation of a Board of Health, shall continue to govern the operation of the Board of Health unless a change is specifically enumerated within this Cooperative Compact.

(E) On or before August 1, 1986, the City shall contract with the County for the Rodent Control Program previously provided by the Board of Health with funds appropriated by the City solely for this purpose. At any time the City ceases to fund this program the County may terminate this service.

(F)(1) On or before August 1, 1986, the City shall contract with the Board of Health for the administration of the Family Health Center - Portland and the Family Health Center - Shelby (the "Centers") with funds appropriated by the City solely for this purpose. The employees of the Centers will be transferred, effective August 1, 1986, to the service of City government, provided that all such employees who at the time of the transfer are in the classified service shall be continued in a classified service administered by City government. At such time as may be possible the employees shall be transferred to a county-wide ambulatory care service. All assets of the Centers shall remain assets of the Board of Health or the Board of Governors as the case may be.

(2) The City shall, until changed by subsequent action of the City, honor all current Agreements between the Board of Health and the Board of Governors as to the operation of the Centers unless it conflicts with the provisions herein. This provision includes the several existing co-applicant submissions to federal and private funding agencies. The Board of Health will cooperate with County government to ensure that all activities of the Centers are fully coordinated with health services provided by County government.

(G) The Self-Insurance Fund of the Board of Health shall be maintained by the Board of Health and the Board of Health shall indemnify those employees of

City and County government performing the duties previously undertaken by Board of Health employees.

(H) Section VII of this Cooperative Compact supersedes and replaces City Codified General Ordinance Section 33.050 concerning the Board of Health

SECTION VIII - HUMAN RELATIONS COMMISSION

(A) There is hereby continued by joint action of the City of Louisville and the County of Jefferson, the Louisville - Jefferson County Human Relation Commission. This Cooperative Compact has the force of law as supported and defined in KRS 65.240 (1964), the Kentucky Civil Rights Act KRS Chapter 344, and the Federal Civil Rights Act of 1964 (78 Stat. 241), and other applicable City and County ordinances and resolutions, and they provide for execution within the City and County of the policies embodied in these laws in order to safeguard all individuals within the City and County from discrimination because of race, color, religion, national origin, handicap, sex, ancestry, age or place of birth.

(B) The Commission shall be composed of twenty-one (21) members who shall be appointed as follows: Twelve (12) shall be appointed by the Mayor of the City of Louisville with the approval of the Board of Aldermen and such members shall reside in the City; nine (9) shall be appointed by the County Judge/Executive with the approval of Fiscal Court and such members shall reside in the County.

(1) The members so appointed shall include persons who are representative of the several social, economic, cultural, ethnic, and racial groups which comprise the population of the City and County. No elected or appointed official may be a member of the Commission.

(2) The terms of the members of the Commission shall be for three (3) years and until their successors are appointed and qualified. Upon the

effective date of this Cooperative Compact, the terms of the members serving on the Human Relations Commission shall be as presently designated.

(3) Members shall serve without compensation, but subject to the approval of the Commission and within the limits imposed by the budget, they shall be allowed the necessary expenses attendant upon their duties.

(4) When a vacancy occurs on the Commission other than as a result of the expiration of the term of appointment, the appointing authority shall have the right to fill said vacancy for the unexpired term. Commission members who are the City's delegates shall be appointed by the Mayor; Commission members who are the County's delegates shall be appointed by the County Judge/Executive with the approval of Fiscal Court. Members are subject to removal by the appointing authority at the discretion of the appointing authority. Members shall be eligible for reappointment for additional terms.

(5) The Mayor and the County Judge/Executive shall jointly appoint one of the members of the Commission as Chairperson, who shall serve as Chairperson at their pleasure.

(6) The Commission shall elect a vice chairperson to preside at meetings and expedite the work of the Commission as needed in the absence of the Chairperson. The Commission may establish an Executive Committee and elect thereto three (3) other members in addition to the above-named officers with powers to act between monthly meetings of the Commission unless the business at hand is of such nature as to require a majority vote of the Commission. The Chairperson of the Commission shall appoint such committees as the rules of the Commission shall provide and such other special committees from time to time as the Commission may deem necessary in order to carry out the purpose of this Section.

(7) The Commission shall meet as often as it deems necessary, but shall not meet less than once each month.

(8) A quorum shall consist of eleven (11) members, a majority of the membership of the Commission.

(C) (1) The Commission shall endeavor to promote and secure mutual understanding and respect among all economic, social, religious, ethnic, and social groups in the Metropolitan area of Louisville and Jefferson County, and shall act as conciliator in controversies involving inter-group and inter-racial relations. The Commission shall cooperate with Federal, State, and other City and County agencies in efforts to develop harmonious inter-group and inter-racial relations, and shall endeavor to enlist the support of civic, religious, labor, industrial, and commercial groups, and civic leaders dedicated to the improvement of human relations and elimination of discriminatory practices.

(2) The Commission may recommend to the Mayor and the Board of Aldermen and to the County Judge/Executive and the Fiscal Court such legislation as may be necessary to accomplish the purpose of this Agreement.

(3) The Commission shall submit an annual report as of July 1 of each year to the Mayor and the Board of Aldermen.

(4) The Commission shall receive complaints, conduct investigations, hold hearings, make studies, and have such studies made as will enable the Commission to carry out the purposes of this Agreement, and the Kentucky Civil Rights Act.

(D) The Commission is authorized to:

(1) receive, initiate, investigate, hear, and determine charges of violations of ordinances, orders, or resolutions forbidding discrimination adopted by the City or County;

(2) compel the attendance of witnesses and the production of evidence before it by subpoena issued by the circuit court of the County;

(3) issue remedial orders, after notice and hearing, requiring cessation of violations;

(4) issue such affirmative orders as in the judgment of the Commission will carry out the purposes of this Agreement. Affirmative action measures which may be ordered include but are not limited to:

(a) hiring, reinstatement or upgrading of employees with or without back pay. Interim earnings or amounts earnable with reasonable diligence by the person or persons discriminated against shall operate to reduce the back pay otherwise allowable;

(b) admission or restoration of individuals to union membership, admission to or participation in a guidance program, apprenticeship training program, on-the-job training program, or other occupational training or retraining program, and the utilization of objective criteria in the admission of individuals to such programs;

(c) admission of individuals to a place of public accommodation, resort, or amusement;

(d) the extension to all individuals of the full and equal enjoyment of the advantages, facilities, privileges and service of the respondent;

(e) reporting as to the manner of compliance;

(f) posting notices in conspicuous places in the respondent's place of business in form prescribed by the Commission; and

(g) the Commission may publish or cause to be published the names of persons who have been determined to have engaged in an unlawful practice.

(5) accept grants, gifts, or bequests, public or private to help finance its activities;

(6) the meetings of the Commission shall be open, or closed to the public as it may deem best in its discretion and subject to the State Open Meetings Statute.

(E) (1) The City shall assume full funding responsibility, administrative responsibility, and fiscal control of the Human Relations Commission during the term of this Cooperative Compact.

(2) The City shall provide all staff support, including an Executive Director, to the Commission through City officers, assistants, clerks, deputies and employees. All officers, employees and staff of the Commission shall be deemed City employees and shall be subject to the control of the Mayor. Upon the effective date of this Cooperative Compact, the officers, employees and staff of the Commission shall be transferred to the service of City government. All functions, obligations, powers and duties now vested in the Commission shall continue to be vested in the Commission unless changed by ordinance of the Board of Aldermen or Fiscal Court. Provided, however, the officers, employees and staff of the City devoted solely to the support of the Commission shall not be subject to the City's residency ordinance but shall be guided by the County's residency resolution, Resolution No. 19, Series 1986. This exemption applies to all current and future staff of the Commission and is in recognition of the Countywide responsibility assigned to the Commission under this Cooperative Compact.

(3) The Mayor may appoint an Executive Director. The Executive Director shall be a person with training and experience in inter-group and interracial relations. The Executive Director shall coordinate the activities of the Commission and its staff.

(4) The Executive Director shall prepare annually a budget for the ensuing fiscal year and shall submit such budget to the Mayor and to the Board of Aldermen for their approval. Such budget shall be prepared and submitted in the same manner prescribed for other City departments.

(F) (1) All property owned by the Commission, the City or County at the commencement of this Agreement shall remain the property of the Commission, the City or County as the case may be, although it is the intention of the parties to this Agreement that this property shall be under the control of the City to be used for the Commission's operation.

(2) Any assets acquired subsequent to the execution of this Agreement for the use of the Commission, not otherwise disposed of under the subsection immediately above, shall be divided between the parties, or the proceeds of any sales thereof, in the same proportion as any appropriations made by the City and the County to the Commission for operating expenses since the execution of this Agreement.

(G) If any provisions of this Agreement or application of such provisions shall be held invalid, the remainder of the Agreement or the application of such provision to persons or circumstances other than those as to which it shall have been held to be invalid, shall not be affected thereby.

(H) Section VIII of this Cooperative Compact supersedes and replaces the Interlocal Agreement entered into by the City and County to create a Human Relations Commission on December 22, 1966 and recorded in Miscellaneous Records Book 103, Page Number 377 of the County Clerk of Jefferson County and any other agreement or enactment of the City and County that created a Human Relations Commission. (County Resolution enacted December 6, 1966; City Codified General Ordinance Sections 33.050 - 33.070).

SECTION IX - PLANNING COMMISSION AND BOARDS OF ZONING

(A) There is hereby continued by joint action of the City of Louisville and the County of Jefferson the Louisville and Jefferson County Planning Commission.

(B) (1) The Planning Commission shall be composed of ten (10) members and shall include: three (3) members who are residents of the County outside the City of Louisville, appointed by the County Judge/Executive subject to the approval of the Fiscal Court; three (3) members who are residents of the City, appointed by the Mayor, subject to the approval of the Board of Aldermen; and the Mayor, the County Judge/Executive, the Director of Works of the City and the County Road Engineer.

(2) The term of office of all elected public officials shall be the same as their official tenure in office. Other public officials shall serve until their successors are appointed and qualified.

(3) Pursuant to KRS 100.157, as amended by 1986 Kentucky Acts Chapter 77, and subject to the initial adjustment of the terms of sitting members provided for in 1986 Kentucky Acts Chapter 77, the terms of the appointed members of the Commission shall be for three (3) years and until their successors are appointed and qualified. Upon the effective date of 1986 Kentucky Acts Chapter 77, the terms of the members currently serving on the Planning Commission shall be as presently designated.

(4) All members shall be reimbursed for any necessary authorized expenses, and citizen members shall receive additional compensation of \$50.00 for each Commission meeting attended, but no such member shall be paid more than

\$1,500.00 during any fiscal year of the Commission nor for more than thirty meetings attended during any fiscal year.

(5) Five members of the Commission shall constitute a quorum for the transaction of business.

(C) The County shall assume full funding responsibility, administrative responsibility, and fiscal control of the Planning Commission during the term of this Cooperative Compact. The County shall be responsible only for the funding of the regulatory zoning functions; advanced planning, special plans and studies commissioned separately by either the City or the County must be paid by the commissioning entity.

(D) The County shall provide all staff support, including a Director, to the Planning Commission through County officers, assistants, clerks, deputies and employees. All officers, employees and staff of the Planning Commission shall be deemed County employees and shall be subject to the control of Fiscal Court. Effective August 1, 1986, the officers, employees and staff of the Planning Commission shall be transferred to the service of County government; provided that all such employees who at such time are in the classified service shall be continued in a classified service administered by County government. All functions, obligations, powers and duties now vested in the Planning Commission shall continue to be vested in the Commission unless as allowed by law they are changed by ordinance of the Fiscal Court and the Board of Aldermen.

(E) Effective July 31, 1986, the Louisville and Jefferson County Board of Zoning Adjustment is hereby dissolved. The City and the County shall establish such board or boards to replace the dissolved Board of Zoning Adjustment in accordance with KRS Chapter 100. All powers, rights, and obligations relating to the existing Louisville and Jefferson County Board of

Zoning Adjustment or relating to any matter under its jurisdiction shall remain unchanged and upon the extinguishment of said Board shall relate to the new Board of Adjustment having geographical jurisdiction. The County shall continue to provide staff support to the Boards of Zoning Adjustment created herein through the staff of the Planning Commission.

(F) All existing planning, zoning and subdivision regulations are hereby readopted, affirmed and ratified to the extent necessary to keep them in full force and effect. The Planning Commission is hereby authorized and empowered to continue to operate under said existing regulations until superseded by new regulations.

(G) All other details which are necessary for the establishment and administration of the Commission, for the preparation of plans, and for the aids to help implement the plans shall be as provided by law.

(H) Section IX of this Cooperative Compact supersedes and replaces any other agreement or enactment of the City and the County that created a Louisville and Jefferson County Planning Commission or a Louisville and Jefferson County Board of Zoning Adjustment. (County Resolution enacted November 28, 1966 relating to Docket No. 12166; City Codified General Ordinance Sections 33.110 - 33.115).

SECTION X - ZOO

(A) The Louisville and Jefferson County Zoological Commission is hereby dissolved as a corporate entity and all assets and liabilities of the Commission are transferred to the City. Upon the effective date of this Cooperative Compact, the sitting members of the Zoological Commission shall serve as an interim

Louisville Zoo Advisory Commission until January 1, 1987. A permanent Advisory Commission may be created by separate action of the Board of Aldermen.

(B) The City shall be responsible for maintaining and conducting the operation of the Louisville Zoological Gardens, 1100 Trevillian Way, Louisville, Kentucky. The City shall assume full funding responsibility, administrative responsibility, and fiscal control for the Louisville Zoological Gardens during the term of this Cooperative Compact.

(C) The City shall provide all staff support, including a Director, to the Louisville Zoological Gardens and all staff shall be deemed City employees and shall be subject to the control of the Mayor. Provided, however, employees of the City devoted solely to the support of the Zoo shall not be subject to the City's residency ordinance but shall be guided by the County's residency resolution, Resolution No. 19, Series 1986. This exemption applies to all current and future staff of the Zoo and is in recognition of the County-wide responsibility assigned to the Zoo under this Cooperative Agreement.

(D) (1) There is established a Zoo Animal Fund to provide money for the purpose of the acquisition and disposition of animals and specific animal programs. The Fund shall be comprised of money generated by the sale of animals, animal programs and donations for the purchase of animals or specific animal programs.

(2) All moneys paid into the Fund shall accumulate in the Fund until expended at such times and in such amounts as the Director, consistent with this authority and the purpose of the Fund herein expressed may, from time to time direct. All moneys in the Fund may be invested pursuant to the requirements of KRS 91A.010.

(3) All procurements and distributions under this Fund shall be done in accordance with the City's Procurement and Distribution Code as it regulates sole source purchases.

(E) Section X of this Cooperative Compact supersedes and replaces any other agreement or enactment of the City and the County that created a Louisville and Jefferson County Zoological Commission. (County Resolution No. 6, Series 1979; City Codified General Ordinance Sections 33.155 - 33.166).

SECTION XI - CRIME COMMISSION

(A) There is hereby continued by joint action of the City and County the Louisville-Jefferson County Crime Commission.

(B) (1) The Crime Commission shall be composed of twenty-four (24) members. The membership of the Commission shall include the following who shall serve by virtue of office:

Mayor of Louisville or designee.
Jefferson County Judge/Executive or designee.
Chief, Louisville Division of Police or designee.
Chief, Jefferson County Police Department or designee.
Secretary, Jefferson County Metropolitan Correctional Services Department or designee.
Secretary, Department for Human Services or designee.
Chief, Judge, Jefferson Circuit Court.
Chief, Judge, Jefferson District Court.
Jefferson County Commonwealth's Attorney or designee.
Jefferson County Attorney or designee.
Director, Office of Probation and Parole for 30th Judicial District.
Director, Office of Pre-Trial Services for Jefferson County.
Director, Office of Public Defender.
Chair of Jefferson County Juvenile Justice Commission
Member of Jefferson Fiscal Court.
Chair of Public Health and Safety Committee of the Board of Aldermen.

(2) In addition, the Mayor, with the approval of the Board of Aldermen, and the County Judge/Executive with the approval of the Fiscal Court

shall each appoint four (4) members to the Commission. The County Judge/Executive with the approval of Fiscal Court shall also appoint a member to serve as the Chairman of the Commission; such member shall be a resident of the County.

(3) All appointees of the County Judge/Executive shall be residents of the County. The appointees of the Mayor shall be residents of the City. The appointees shall represent a geographic cross-section of the City and County.

(4) All appointed members of the Commission currently serving shall continue to serve until their original term of office expires. The term of each subsequent appointment shall be two (2) years. The terms of officials serving by virtue of their office shall expire when they are no longer serving in that official capacity.

(5) Should a vacancy arise, the authority which appointed the member whose office is vacant shall appoint a new member to serve the unexpired term and said new member shall be appointed in the same fashion and shall possess the same qualifications required under this section as the member whose office is vacant.

(C) The duration of this Agreement shall be for the term of this Cooperative Compact. In the event of termination, the unused funds appropriated to the Commission by the City and County shall be returned to the City and County according to the percentage in which said sums had been appropriated by the City and County to the Commission and any assets acquired with the City and County funds subsequent to the execution of this Cooperative Compact for the use of the Commission, shall be divided between the parties, or the proceeds of any sales thereof, in the same proportion as the appropriations made by the City and County to the Commission for such expenses since the effective date of this

Cooperative Compact. Federal Grant Funds or State Grant Funds acquired for the use of the Commission shall be disposed of as required by State and Federal law in the event of termination of this Agreement.

(D) The Commission is authorized through this Agreement to exercise necessary action in order to fulfill the covenants and precepts of this Agreement. In addition the Commission may perform such duties and responsibilities as may be prescribed by Fiscal Court.

(E) The Commission shall organize itself and adopt regulations and rules of procedure not inconsistent with this Agreement or other laws, ordinances, or resolutions of the County or the State of Kentucky. The Commission shall cause its proceedings to be recorded and preserved, and shall from time to time, but not less than once each calendar year, render a report of its activities to the County, the City and the public.

(F) The Commission shall have the power to solicit, accept, receive and administer funds from the United States Government, and State Government or its agencies, or any private or public source whatsoever, to carry out its programs, duties, and purposes under this Agreement.

(G) A quorum for the transaction of business of the Commission shall consist of a majority of the official members. Formal action by the Commission shall be by affirmative vote of a simple majority at a meeting at which a quorum is present, and for which reasonable notice was given pursuant to rules of procedure adopted by the Commission.

(H) The general purpose and function of the Commission shall include, but not be limited to, the following specific purposes and functions:

(1) To collect and analyze data on the incidence and nature of crime in this community and assess the impact of criminal activities upon the citizens and resources of the City and County.

(2) To evaluate the capacity of criminal justice agencies and through a careful study of existing laws, practices and institutions, to recognize their areas of strength and weakness, and to formulate proposals to maintain the former and correct the latter.

(3) To make and publish from time to time meaningful, documented, factual recommendations as will be of assistance to all levels and branches of government in meeting its responsibilities in the area of criminal justice and crime prevention.

(4) To responsibly stimulate community interest in the problems of criminal justice and crime prevention.

(5) To develop and recommend to the proper criminal justice authorities programs to reduce crime, and when possible to secure and administer state or federal funds for specific projects.

(6) To recognize the authority and responsibility of criminal justice agencies as the proper areas of administration.

(I) The Commission shall meet as often as it deems necessary, but is shall not meet less than six (6) times each year. All meetings shall be open to the public.

(J) The County shall assume full funding responsibility, administrative responsibility, and fiscal control for the Commission during the term of this Cooperative Compact. The County shall provide all staff support, including a Director, to the Commission through County officers, assistants, clerks, deputies and employees. All officers, employees and staff of the Commission shall be

deemed County employees and shall be subject to the control of Fiscal Court. Upon the effective date of this Cooperative Compact, the officers, employees and staff of the Commission shall be transferred to the service of County government.

(K) Section XI of this Cooperative Compact supersedes and replaces the Interlocal Agreement entered into by the City and County to create a Commission in January 1985 and recorded in Miscellaneous Records Book 120, Page Number 626 of the County Clerk of Jefferson County and any other agreement or enactment of the City and County that created a Crime Commission. (County Resolution No. 90, Series 1984; City Codified General Ordinance Sections 33.175 33.184).

SECTION XII - MUSEUM

The Operating Agreement entered into in March 1984, by the City, County and the Museum of History and Science Foundation has been amended by separate action of the Board of Aldermen and Fiscal Court to reflect the undertaking of the City of all duties and obligations of the County during the term of this Cooperative Compact.

SECTION XIII - DISASTER & EMERGENCY SERVICES

(A) There is hereby continued by the City of Louisville and the County of Jefferson the "Louisville and Jefferson County Department of Disaster and Emergency Services (hereinafter called the "Department"). The Department is to provide for the mobilization, organization, and coordination of the civilian populace and necessary support agencies, both private and public, to prevent or minimize the effects of fire, flood, tornado, other natural or man-caused disasters, enemy attack, sabotage, explosion, power failure, energy shortages,

transportation emergencies or other causes, and the threatened or impending happening of the above and to insure that preparations and response for this community will be adequate to deal with disaster or emergencies or threat of same and to preserve the life and property of the people of this community and to protect the public peace, health and safety, and to implement and to comply with the provisions of Chapter 39 of the Kentucky Revised Statutes relating to disaster and emergency services.

(B) The above said purposes and functions of the Department shall encompass the following specific purposes and functions:

(1) Organize, administer and operate a disaster and emergency services agency, subject to the direction and control of the Mayor within the territorial limits of the County and City and outside of such territorial limits as may be required pursuant to the provisions of Chapter 39 of the Kentucky Revised Statutes.

(2) Establish a disaster and emergency response plan and program that will meet the criteria of the Kentucky State Disaster and Emergency Response Plan.

(3) Establish a Public Safety Answering Point (911) to provide a single telephone number through which citizens of the City and the County may obtain emergency service.

(C) The Department shall be governed and directed in operational matters by a Policy Committee consisting of the Mayor and the County Judge/Executive or their designated representatives.

(D) The Public Safety Answering Point (911) shall be governed by a separate 911 Policy Committee consisting of the Chief, Louisville Division of Police; the Chief, Jefferson County Police Department; the Chief, Louisville

Division of Fire; the President, Jefferson County Alliance of Fire Chiefs; the Director, Louisville Emergency Medical Service; the Commander, Jefferson County Emergency Medical Service; a County representative as designated by the County Judge/Executive; and the Louisville and Jefferson County Disaster and Emergency Services Director. The members of the 911 Policy Committee shall select their own Chairperson from among the membership of the committee.

(E) (1) The Department shall be managed and administered by a Disaster and Emergency Service Director who shall be appointed by and serve at the pleasure of the Mayor.

(2) The Director, subject to the approval of the Policy Committee shall:

(a) Represent the City and County on all matters pertaining to Disaster and Emergency Services.

(b) Coordinate the activities of all City and County officials, departments, agencies and commissions in the preparation and implementation of emergency preparedness programs.

(c) Develop a City-County Disaster and Emergency Response Plan, which plan shall provide for effective mobilization of all resources of the City and County, both public and private.

(d) During periods of emergency, coordinate the functions of all City and County disaster and emergency services.

(e) During periods of emergency, obtain vital supplies and equipment needed for the protection of life and property.

(f) Conduct an annual survey of the total disaster and emergency response capability of the City and County and submit the results of such survey to the Policy Committee.

(g) Report, on a regular basis, the disaster and emergency service status of the City and County to the Policy Committee.

(h) Assist each department, agency, board or commission holding disaster and emergency responsibilities to fully understand their respective responsibilities and capabilities in time of emergency.

(i) Assist each department, agency or commission involved in an emergency in the preparation of an after-action study and report as a method of detecting deficiencies and recommending improvements for future emergencies.

(.i) Review annually this section of this Cooperative Compact and to recommend changes to the Policy Committee to reflect changes in federal and state laws governing disaster and emergency services.

(k) Through public information and education programs, inform the citizens of the City and County of programs for the protection of their persons and property from effects of any future emergencies.

(F) The equipment, supplies, merchandise, contract rights and property formerly allocated to the Louisville and Jefferson County Department of Disaster and Emergency Services is hereby allocated to the City for the use of the Department.

(G) The employees, equipment and facilities of all City and County departments, agencies, boards and commissions, will participate in disaster and emergency services.

(H) The City shall provide all staff support, including a Director, to the Department through City officers, assistants, clerks, deputies and employees and all such personnel shall be deemed City employees. The Department shall be continued in the City civil service system. Upon the effective date of this

Cooperative Compact, the officers, employees and staff of the Department who are in the civil service system shall continue to be in the civil service system administered by City government. And further provided that employees of the City devoted solely to the Department shall not be subject to the City's residency ordinance but shall be guided by the County's residency resolution, Resolution No. 19, Series 1986. This exemption applies to all current and future staff of the Department and is in recognition of the County-wide responsibility assigned to the Department and its staff under this Cooperative Agreement.

(I) (1) The City shall assume full funding responsibility, administrative responsibility, and fiscal control for the Department during the term of this Cooperative Compact.

(2) The purchase of equipment, supplies or installations for the Department, including the area outside of the corporate limits of the City, shall be upon order of the Mayor and shall be paid for exclusively out of City funds.

(3) The cost of the operations of the Department, including but not limited to costs of central staff personnel, equipment, supplies, and overhead expenses not otherwise funded by Federal or State grants, shall be paid for by the City.

(J) All federal and state matching funds allocated to the City and County for expenditures for said disaster and emergency services shall stand appropriated to the Department upon receipt of same, and any balance in any civil defense matching fund accounts at the closing of a fiscal year shall stand re-appropriated to the Department for the following fiscal year.

(K) The City of Louisville shall act as fiscal agent for the Department and the Department shall abide by all established rules and procedures of the City as to the receipt, expenditures and accounting for all funds and property of the

Department, subject, however, to any and all requirements of the United States Government and the State of Kentucky that may be applicable thereto.

(L) The Department shall have the power to enter into contracts in the name of the Department as agent for the City and for the County subject to the approvals normally required by the City for contract procedures.

(M) The Department is authorized and directed to use the services of the Louisville and Jefferson County Purchasing Department, the facilities of the General Services Administration of the United States Government or other means authorized by law in securing the necessary supplies and equipment to accomplish the purposes for which said Department is formed.

(N) All property, real or personal, tangible or intangible, shall be acquired, held and disposed of by the Department as agent for the City and County.

(O) The City and County shall have an undivided interest as joint tenants without right of survivorship in all property of any kind whatsoever acquired by the Department as joint property of the City and County. Any such property acquired solely for use within the County or the City, shall belong to the City or the County as their interests appear. The portion of the undivided interest of the City and County in such jointly owned property shall be in the same ratio as their respective cumulative appropriations bear to the total appropriations of both to the Department. At the termination of this Agreement or upon a disposition of any property of the Department, the City and County shall divide the Department's property or the proceeds of any sales thereof in accordance with their respective interests established by this Agreement. Nothing in this Agreement shall prevent the Department from leasing or borrowing property to further the purposes of this Agreement.

(P) The Department shall do all things and perform any and all acts which the City and the County, acting through the Policy Committee, may deem necessary to effectuate the purposes for which this Agreement was entered into in accordance with the State of Kentucky Disaster and Emergency Response Plan.

(Q) The Department, subject to the approval of the Policy Committee, is authorized and empowered to make, amend and rescind such orders, rules and regulations as may be necessary for disaster and emergency response purposes and to supplement the carrying out of the provisions of Chapter 39 of the Kentucky Revised Statutes. Such orders, rules and regulations shall not be inconsistent with any orders, rules or regulations promulgated by the Governor of the State of Kentucky or by any Kentucky State Agency exercising a power delegated to it by the Governor of Kentucky. All such orders, rules and regulations promulgated by the Department shall have the full force and effect of law, when filed in the Office of the Clerk of the Jefferson County Fiscal Court and the law enforcement authorities of the City and the County shall enforce such orders, rules and regulations, all as provided in KRS 39.427.

(R) As required by the provisions of KRS 39.432, no person shall be employed or associated in any capacity with the Department who advocates a change by force or violence in the constitutional form of the government of the United States or in the State of Kentucky or the overthrow of any government in the United States by force or violence, or who has been convicted of or is under indictment or information charging any subversive act against the United States and each person who is appointed to serve the Department shall, before entering upon his duties, take an oath, in writing, before a person authorized to administer oaths in the State of Kentucky, which oath shall be substantially as set forth in KRS 39.432.

(S) Section XIII of this Cooperative Compact supersedes and replaces the Interlocal Agreement entered into by the City and County on July 5, 1984, and recorded in Miscellaneous Records Book 120, Page Number 282 of the County Clerk of Jefferson County and any other agreement or enactment of the City and County that created a Disaster and Emergency Service. (County Resolution No. 24, Series 1984; City Codified General Ordinance Sections 35.075 - 35.094).

SECTION XIV - TRANSIT AUTHORITY OF RIVER CITY

(Organized and governed by KRS Chapter 96A)

(A) Pursuant to KRS 96A.040, as amended by 1986 Kentucky Acts Chapter 77, and subject to the initial adjustment of the terms of sitting members provided for in 1986 Kentucky Acts Chapter 77, the terms of the members on the Transit Authority of River City Board shall be for three (3) years and until their successors are appointed and qualified. Upon the effective date of 1986 Kentucky Acts Chapter 77, the terms of the members sitting on the Board shall be adjusted by separate action of the Mayor, and the County Judge/Executive with the approval of Fiscal Court.

(B) Pursuant to KRS 96A.070, as amended by 1986 Kentucky Acts Chapter 77, during the term of this Cooperative Compact, the executive director and a secretary-treasurer or any individual, corporation or partnership, either by contract or employment, who serves as executive director or secretary-treasurer in the management of the affairs of the Board, shall be appointed by and serve at the joint pleasure of the Mayor, and the County Judge/Executive with the approval of Fiscal Court pursuant to KRS 67.040.

(C) All provisions of KRS Chapter 96A which direct the operation of a mass transit system shall continue to govern the operation of the Transit

Authority of River City unless a change as allowed by law is specifically enumerated within this Cooperative Compact or by subsequent ordinance or resolution of the City or County.

SECTION XV - METROPOLITAN SEWER DISTRICT

(Organized and governed by KRS Chapter 76)

(A) Pursuant to KRS 76.030, as amended by 1986 Kentucky Acts Chapter 77, during the term of this Cooperative Compact, the terms of the members of the Metropolitan Sewer District Board shall be for three (3) years and until their successors are appointed and qualified. Upon the effective date of 1986 Kentucky Acts Chapter 77, the terms of the members sitting on the Board shall be adjusted by separate action of the Mayor, and the County Judge/Executive with the approval of Fiscal Court.

(B) Pursuant to KRS 76.060, as amended by 1986 Kentucky Acts Chapter 77, during the term of this Cooperative Compact, the executive director, secretary-treasurer and chief engineer of the Metropolitan Sewer District shall be appointed by and serve at the joint pleasure of the Mayor, and the County Judge/Executive with the approval of the Fiscal Court pursuant to KRS 67.040.

(C) Pursuant to KRS 76.030(1), no more than three (3) of the Mayor's appointments and two (2) of the County Judge/Executive's appointments to terms beginning after July 15, 1986, shall be of the same political party affiliation.

(D) All provisions of KRS Chapter 76 which direct the operation of the Metropolitan Sewer District shall continue to govern the operation of Metropolitan Sewer District unless a change as allowed by law is specifically enumerated within this Cooperative Compact or by subsequent ordinance or resolution of the City or the County.

SECTION XVI - LOUISVILLE FREE PUBLIC LIBRARY

(A) The Board of Trustees of the Louisville Free Public Library is hereby dissolved as a corporate entity effective December 31, 1986, and all assets and liabilities of the Board of Trustees shall be transferred to the joint department. Subsection (B) through (M) hereafter shall take effect January 1, 1987.

(B) Pursuant to KRS 173.105, as amended by 1986 Kentucky Acts Chapter 77, during the term of this Cooperative Compact, the City and the County do hereby create a joint City/County Department for the purpose of providing a free public library. The new library department is to be known as the Louisville Free Public Library.

(C) The City and the County shall provide all staff for the Library. The officers, employees and staff of the Louisville Free Public Library shall be transferred to the service of the department. The employees of the Library shall be covered by the City's classification and compensation ordinance.

(D) The City shall assume fiscal agent activities January 1, 1987.

(E) Employees of the Library shall have such rights to collectively bargain as are given to other City employees by ordinance. In the event that recognition is granted to a collective bargaining organization, negotiations will be led by the City as fiscal agent and a representative from the County shall also be appointed by the County Judge/Executive to serve on the negotiating team. Any resulting collective bargaining agreement must be passed by the City as fiscal agent.

(F) All current and future employees of the Library shall not be guided by the residency ordinance of the City but shall be guided by the County's residency resolution, Resolution No. 19, Series 1986.

(G) The Mayor, and the County Judge/Executive with the approval of Fiscal Court pursuant to KRS 67.040, shall jointly appoint a Director of the Library. The Director shall serve at the pleasure of either of the appointing authorities, provided, however, if either of the appointing authorities terminates the Director, the other shall be notified in writing and such termination shall not take effect until thirty (30) days after such notice is given. In the event that the appointing authorities jointly terminate the Director, such termination may take effect immediately. The compensation of the Director shall be fixed by the City as fiscal agent for the Department. The Director is authorized to employ the necessary staff and personnel for the operation of the Library subject to available funds.

(H) The operating cost, including all salaries, of the Library shall be financed by annual appropriations from both the City and the County. All funding to be provided to the Library shall be provided equally by the City and County on a fifty-fifty basis.

(I) Following the procedures of the City and County for budget preparation, the Mayor and County Judge/Executive shall present to the Fiscal Court and the Board of Aldermen a proposed budget stating the amount of money needed for the next fiscal year. Such funds as are appropriated by the Fiscal Court for the Library are to be paid to the City as the fiscal agent for the Library, in twelve (12) equal monthly installments. All expenses of the Library shall be paid by the City as fiscal agent.

(J) All property owned by either party at or before the effective date of this Cooperative Compact shall remain the property of that party, although it is the intention of the parties that the property shall be under the control of the Library to be used in the operation of the library system.

(K) In the event of the dissolution of the Library, the unused funds appropriated to the account and any assets not otherwise disposed of the Library shall be returned to the parties according to the percentages in which the sums had been appropriated to the department.

(L) (1) Effective January 1, 1987, there is hereby established a Louisville and Jefferson County Library Advisory Commission.

(2) The Commission may adopt by-laws and such other rules and regulations as may be necessary to its operations.

(3) The Commission shall consist of nine (9) members, four (4) of whom shall be appointed by the Mayor with the approval of the Board of Aldermen, and four (4) of whom shall be appointed by the County Judge/Executive with the approval of Fiscal Court. The Mayor, and County Judge/Executive with the approval of Fiscal Court, shall jointly appoint a ninth member to serve as Chairperson of the Commission. The terms of the members shall be three (3) years, except that of the members first appointed two (2) of each of the Mayor's and County Judge/Executive's appointments shall be appointed for one (1) year terms, one (1) of each of the Mayor's and County Judge/Executive's appointments shall be appointed for a two (2) year term and one each of the Mayor's and County Judge/Executive's appointments shall be appointed for a three (3) year term. Vacancies shall be filled by the appointing authority for the unexpired portion of the term in accordance with the selection process outlined in this Section.

(4) The City and County may, at the request of the Commission, provide such personnel as may be necessary to carry out the purposes of the Commission. These employees shall be under the direction of the Director of the Library.

(5) Each member shall be at least eighteen (18) years of age and the Mayor's appointments must reside within the City, and the County Judge/Executive's appointments must reside within the County. No member shall be an employee of the City or County government.

(6) A member of the Commission may be removed by the appointing authority for cause, after a hearing by the appropriate appointing authority, and after at least ten (10) days notice in writing has been given to the member of the Commission, which notice shall embrace the charges preferred against the person.

(7) A member of the Commission shall be immediately removed from the Commission if the member has missed three (3) consecutive regular meetings of the Commission, without sufficient excuse accepted by the whole Commission.

(8) Members of the Commission shall serve without compensation, but shall be reimbursed for necessary expenses incurred in the performance of their duties subject to available funds.

(9) The Commission shall have sole authority within the funds available for the determination of Library materials to be purchased and kept by the Library and shall have sole authority for the determination of the expenditures from gifts and grants donated to the Library.

(10) At the request of the Mayor or County Judge/Executive, the Commission may make recommendations on other activities of the Library. Such recommendations may include:

- (a) an annual evaluation of the Director's performance;
- (b) an annual evaluation of the adequacy of services provided to the community by the Library;
- (c) annual and long-range goals and priorities of the Library;

(d) the establishment of a citizen's complaint procedure; and

(e) the use and management of volunteers.

(M) Section XVI of this Cooperative Compact supersedes and replaces any other agreement or understanding of the City and County on the operation of the Louisville Free Public Library and City Codified General Ordinance Section 32.055.

SECTION XVII - LOUISVILLE AND JEFFERSON COUNTY
METROPOLITAN PARKS DEPARTMENT

(A) Pursuant to KRS 97.035, as amended by 1986 Kentucky Acts Chapter 77, during the term of this Cooperative Compact, the City and County do hereby create a joint City/County Department to maintain and conduct a park and recreational system. The new Parks Department is to be known as the Louisville and Jefferson County Metropolitan Parks Department.

(B) The Metropolitan Parks and Recreation Board is hereby dissolved as a corporate entity and all assets and liabilities of the Board shall be transferred to the joint Department.

(C) The City and County shall provide all staff for the Parks Department. Upon the effective date of this Cooperative Compact, the officers, employees and staff of the Metro Parks and Recreation Board shall be transferred to the service of the Parks Department.

(D) The City shall serve as fiscal agent for the Parks Department. The employees of the Parks Department shall be covered by the City's classification and compensation ordinance.

(E) Employees of the Parks Department shall have such rights to collectively bargain as are given to other City employees by ordinance. In the

event that recognition is granted to a collective bargaining organization, negotiations will be led by the City as fiscal agent and a representative from the County shall also be appointed by the County Judge/Executive to serve on the negotiating team. Any resulting collective bargaining agreement must be passed by the City as fiscal agent.

(F) All current and future employees of the Parks Department shall not be subject to the residency ordinance of the City but shall be guided by the County's residency resolution, Resolution No. 19, Series 1986.

(G) The Mayor, and the County Judge/Executive with the approval of Fiscal Court pursuant to KRS 67.040, shall jointly appoint a Director of the Parks Department. The Director shall serve at the pleasure of either of the appointing authorities, provided however, if either of the appointing authorities terminates the Director, the other shall be notified in writing and such termination shall not take effect until thirty (30) days after such notice is given. In the event that the appointing authorities jointly terminate the Director, such termination may take effect immediately. The compensation of the Director shall be fixed by the City in accordance with the City's classification and compensation ordinance as the fiscal agent for the Department. The Director is authorized to employ the necessary staff and personnel for the operation of the Department subject to available funds.

(H) Administrative costs shall be financed by equal annual appropriations from both the City and the County. The cost of operations of the parks shall be funded by the City for parks located within City limits and by the County for parks located outside City limits within Jefferson County. All expenses of the Parks Department shall be paid by the City as fiscal agent.

(I) Following the procedures of the City and County for budget preparation, the Mayor and County Judge/Executive shall submit to the Fiscal Court and the Board of Aldermen a proposed plan and budget of the expected receipts and expenses for the ensuing fiscal year, with an outline of proposed programs and projects for the ensuing year. This program and budget shall be subject to approval, rejection, or modification by the Fiscal Court and the Board of Aldermen. Such funds as are appropriated by the Fiscal Court for the Parks Department are to be paid to the City as fiscal agent in twelve (12) equal monthly installments.

(J) All property owned by either party at or before the effective date of this Cooperative Compact shall remain the property of that party, although it is the intention of the parties that the property shall be under the control of the Department to be used in the operation of the Department.

(K) In the event of the dissolution of the Parks Department, the unused funds appropriated to the account and any assets not otherwise disposed of the Department shall be returned to the parties according to the percentages in which the sums had been appropriated to the Department.

(L) There may be permitted in facilities under the jurisdiction of the Parks Department, at times and places permitted by the Department, the sale and consumption of malt beverages. Provisions of this section are invalid wherever local option law prohibits sale and consumption of malt beverages.

(M) Upon the effective date of this Cooperative Compact, sitting members of the Metropolitan Parks and Recreation Board shall serve as an interim Louisville and Jefferson County Metropolitan Parks Advisory Commission until January 1, 1987, with the same duties as the permanent advisory commission.

(N) (1) Effective January 1, 1987, there is hereby established a Louisville and Jefferson County Metropolitan Parks Advisory Commission.

(2) The Commission may adopt by-laws and such other rules and regulations as may be necessary to its operations.

(3) The Commission shall consist of nine (9) members, four (4) of whom shall be appointed by the Mayor with the approval of the Board of Aldermen, and four (4) of whom shall be appointed by the County Judge/Executive with the approval of Fiscal Court. The Mayor, and the County Judge/Executive with the approval of Fiscal Court, shall jointly appoint a ninth member to serve as Chairperson of the Commission. All members shall serve terms of three (3) years, except that of the members first appointed two (2) of each of the Mayor's and County Judge/Executive's appointments shall be appointed for one (1) year terms, one (1) of each of the Mayor's and County Judge/Executive's appointments shall be appointed for a two (2) year term and one each of the Mayor's and County Judge/Executive's appointments shall be appointed for a three (3) year term. Vacancies shall be filled by the appointing authority for the unexpired portion of the term in accordance with the selection process outlined in this section.

(4) The City and County may, at the request of the Commission, provide such personnel as may be necessary to carry out the purposes of the Commission. These employees shall be under the direction of the Director of the Department.

(5) Each member shall be at least eighteen (18) years of age and the Mayor's appointments must reside within the City, and the County Judge/Executive's appointments must reside within the County. No member shall be an employee of the City or County government.

(6) A member of the Commission may be removed by the appointing authority for cause, after a hearing by the appropriate appointing authority, and after at least ten (10) days notice in writing has been given to the member of the Commission, which notice shall embrace the charges preferred against the person.

(7) A member of the Commission shall be immediately removed from the Commission if the member has missed three (3) consecutive regular meetings of the Commission, without sufficient excuse accepted by the whole Commission.

(8) Members of the Commission shall serve without compensation, but shall be reimbursed for necessary expenses incurred in the performance of their duties subject to available funds.

(9) At the request of the Mayor or the County Judge/Executive, the Commission may make recommendations on other activities of the Parks Department. Such recommendations may include:

- (a) an annual evaluation of the Director's performance;
- (b) an annual evaluation of the adequacy of services provided to the community by the Parks Department;
- (c) annual and long-range goals and priorities of the Parks Department;
- (d) the establishment of a citizen's complaint procedure; and
- (e) the use and management of volunteers.

(O) Section XVII of this Cooperative Compact supersedes and replaces any other agreement or enactment of the City and the County that created a Metropolitan Parks and Recreation Board. (County Resolution enacted September 24, 1974; City Codified General Ordinance Sections 33.080 - 33.090)

SECTION XVIII - LOUISVILLE AND JEFFERSON COUNTY OFFICE FOR ECONOMIC DEVELOPMENT

(A) During the term of this Cooperative Compact, the City and the County do hereby create a joint City/County Department for the purpose of promoting economic development throughout the City and the County. The new economic development department is to be known as the Louisville and Jefferson County Office for Economic Development.

(B) The City and the County shall provide all staff for the Office for Economic Development. Upon the effective date of this Cooperative Compact, the officers, employees and staff of both the City and County Departments of Economic Development shall be transferred to the service of the joint Office for Economic Development.

(C) The City shall serve as fiscal agent for the Office for Economic Development. The employees of the Office shall be covered by the City's classification and compensation ordinance.

(D) Employees of the Office shall have such rights to collectively bargain as are given to other City employees by ordinance. In the event that recognition is granted to a collective bargaining organization, negotiations will be led by the City as fiscal agent and a representative from the County shall also be appointed by the County Judge/Executive to serve on the negotiating team. Any resulting collective bargaining agreement must be passed by the City as fiscal agent.

(E) All current and future employees of the Office shall not be subject to the residency ordinance of the City but shall be guided by the County's residency resolution, Resolution No. 19, Series 1986.

(F) The Mayor, and the County Judge/Executive with the approval of Fiscal Court pursuant to KRS 67.040, shall jointly appoint a Director of the joint

Office. The Director shall serve at the pleasure of either of the appointing authorities, provided, however, if either of the appointing authorities terminates the Director, the other shall be notified in writing and such termination shall not take effect until thirty (30) days after such notice is given. In the event that the appointing authorities jointly terminate the Director, such termination may take effect immediately. The compensation of the Director shall be fixed by the City as fiscal agent for the Office. The Director is authorized to employ the necessary staff and personnel for the operation of the Office subject to availability of funds.

(G) The operating cost, including all salaries, of the joint Office shall be financed by annual appropriations from both the City and County. The operating funds to be provided to the Office shall be provided equally by the City and County on a fifty-fifty basis. The City and County may separately fund such other activities of the Office as either deems appropriate.

(H) Following the procedures of the City and County for budget preparation, the Mayor and County Judge/Executive shall present to Fiscal Court of Jefferson County and the Board of Aldermen a proposed budget stating the amount of money needed for the next fiscal year. Such funds as are appropriated by Fiscal Court are to be paid to the City as the fiscal agent for the joint Department in twelve (12) equal installments at the beginning of each month. All expenses of the Department shall be paid by the City as fiscal agent.

(I) All property owned by either party at or before the effective date of this agreement shall remain the property of that party, although it is the intention of the parties that the property shall be under the control of the Office to be used in the operation of the Office.

(J) In the event of the dissolution of the office, the unused funds appropriated to the account and any assets not otherwise disposed of the Office shall be returned to the parties according to the percentages in which the sums had been appropriated to the Office.

(K) Section XVIII of this Cooperative Compact supersedes and replaces City Ordinance No 70, Series 1986, which created a Department of Economic Development.

SECTION XIX - QUALITY AND CHARITY TRUST FUND

The Quality and Charity Care Trust Agreement entered into on January 27, 1983, by and among the County, the City, the University of Louisville, the Commonwealth of Kentucky and Humana of Virginia, Inc. set forth the joint obligations of the City and the County. The City and County by separate action of the Board of Aldermen and Fiscal Court have amended the joint funding responsibilities between the City and County.

SECTION XX - DURATION

This Cooperative Compact shall be for a period of twelve (12) years and shall terminate on June 30, 1998, except that if any mandatory provision of 1986 Kentucky Acts Chapter 77, is adjudicated invalid or if any provision of 1986 Kentucky Acts Chapter 77, is amended or repealed by subsequent act of the General Assembly, this Cooperative Compact shall immediately terminate.

SECTION XXI - EFFECTIVE DATE

This Cooperative Compact shall take effect on July 1, 1986. Provided, however, any provision authorized only by 1986 Kentucky Acts Chapter 77 will take effect on the effective date of 1986 Kentucky Acts Chapter 77.

SECTION XXII - AMENDMENT OF COOPERATIVE COMPACT

This Cooperative Compact may be amended by the City and the County, provided that no such amendment shall conflict with the provisions of 1986 Kentucky Acts Chapter 77.

SECTION XXIII - SEVERABILITY

If any part of this Cooperative Compact is held unconstitutional or invalid the remaining parts shall remain in force, unless 1986 Kentucky Acts Chapter 77 provides otherwise, or unless the remaining parts are so essentially and inseparably connected with and dependent upon the unconstitutional or invalid part that it is apparent that the City and County would not have enacted the remaining parts without the unconstitutional or invalid part, or unless the remaining parts, standing alone, are incomplete and incapable of being executed in accordance with the intent of the City and County.

SECTION XXIV - TITLES

Titles, headings and notes, and explanatory notes and cross references, within this Cooperative Compact, do not constitute any part of this Cooperative Compact and are inserted for the convenience of reference only and are not to be considered in the construction of the provisions and shall not in any way limit the scope or modify the substance or context of this Cooperative Compact.

SECTION XXV - ENTIRETY OF AGREEMENT

This Cooperative Compact constitutes the entire agreement of the City and County with respect to the provisions of this Cooperative Compact and supersedes all prior agreements and understandings of the City and County in connection with the subject matter of this Cooperative Compact.

In testimony whereof, the Mayor of the City and the County Judge/Executive of the County subscribe their signatures in their official capacities pursuant to enabling legislation passed by the Board of Aldermen and Fiscal Court.

CITY OF LOUISVILLE
Ordinance No.____, Series _____
Enacted _____

COUNTY OF JEFFERSON
Resolution No. ____, Series _____
Enacted _____

BY: _____
JERRY E. ABRAMSON
MAYOR

BY: _____
DAVID L. ARMSTRONG
COUNTY JUDGE/EXECUTIVE

APPROVED AS TO FORM:

WILLIAM STONE
DIRECTOR OF LAW

MICHAEL CONLIFFE
COUNTY ATTORNEY

Insofar as sections of this Cooperative Compact comply with the Interlocal Agreement Act, this Compact is in proper form and is compatible with the laws of the Commonwealth; therefore, it is approved this ____ day of _____, _____.

A. B. CHANDLER, III
ATTORNEY GENERAL

COMMONWEALTH OF KENTUCKY

The Filson Historical Society

Compact file

Landlocked Cities and The Lobbyists' Nightmare

Everybody has recurring dreams. You're in high school again, it's the middle of the semester, an exam is coming up, and you realize you've never been to class. Or you're out on the street, and you look down and notice that you forgot to put your clothes on.

If I were a lobbyist, I know what my recurring dream would be. I'm sitting there in the legislative chamber, guarding my client's interest. The debate drones on, my attention starts to wander, and I lose track of what's being said. Later I find out. While I was tuning out, somebody slipped in an amendment, and my client's fortunes stand to be ruined. And I have no idea what to tell him.

If you are any sort of lobbyist at all, that dream would be a nightmare. But if you are a lobbyist for the Tennessee Municipal League, it is no dream. It happened to you this year, and the consequences will be felt for a long time.

On April 3, after barely a minute of discussion, the Tennessee House of Representatives voted 92-1 in favor of a non-controversial bill ostensibly setting a date for future tax collection. A few days later, the Senate passed the same bill, and it was quietly signed into law. It took weeks for the legislators, the press and the public to learn what the bill really did. Thanks to an amendment that no one admits to drafting, it effectively suspended the annexation powers of virtually every city in Tennessee.

Annexation is an important subject to every urban jurisdiction in America. With a favorable annexation law, cities can lay claim to the prosperous suburban subdivisions sprouting up around them and to the precious tax money those suburbs have to offer. Without such a law, a city runs the risk of becoming a St. Louis or a Hartford—fiscally landlocked and unable to generate sufficient money to meet its needs.

But the issue is especially important in Tennessee, because that state has had what may be the most liberal annexation law anywhere in the country. Memphis, Knoxville, Chattanooga and some smaller jurisdictions have been able to stay afloat by annexing suburbs in all directions. Thanks to the law, the annexee has no say in the matter. When the city is hungry, it eats.

This law has been the special pride of the Tennessee Municipal League, which got it passed in 1955 and has guarded it with an energy bordering on fanaticism ever since. League officials distribute videos explaining the law's importance. Veteran legislators swear they have heard TML staff suggest that the basis of the law is found somewhere in the Old Testament.

All of this makes the events of this past spring in the Tennessee legislature virtually incomprehensible. There were at least two Municipal League lobbyists at the door to the House

chamber the day the amendment was passed. Its approval was the rough equivalent of Congress voting to repeal all veterans' benefits in full view of the American Legion and the Veterans of Foreign Wars.

Six months of gossip and speculation in the corridors of the state capitol have not revealed just what happened. It may never be revealed. What is known for sure is that John Wilder, the state's powerful and universally respected lieutenant governor, wanted an amendment allowing the incorporation of Hickory Withe, a tiny community in his district. There was no particular objection to this. But by the time the amendment reached the floor—attached to an unrelated bill without the apparent knowledge of the bill's sponsor—it had somehow been transformed into a doomsday law allowing virtually any group of 225 people anywhere in the state to hold an election and declare themselves incorporated, and thus immune to the annexation appetite of Memphis or Knoxville or any surrounding big city that had other plans for them. The only catch was that the amendment was due to expire in April of 1998. Anybody with incorporation plans had to get the job finished by then.

WHO DID IT? That is the juiciest political question of the year in Tennessee. The official position of the Municipal League is that the amendment was never shown to them, never described

to them and never explained on the floor, and that its lobbyists had no way of knowing what it did. "How do you warn people about something that is hidden from you?" asks TML's executive director, Joseph Sweat. "We are not in the mind-reading business."

But somebody had to write the amendment, and to much of political Tennessee it is simply not plausible than anyone could have written it and slipped it into law without the Municipal League's knowledge. It is known for certain that League lobbyists helped Wilder draft his original language protecting Hickory Withe. One popular theory is that Wilder or his staff added the mysterious language gutting the annexation law, possibly without understanding the consequences, and that the League, afraid of offending the lieutenant governor, decided to keep quiet and hope that nobody would notice.

Eventually, however, the entire state noticed, most prominently the suburban jurisdictions that were dreading annexation by a big city but were powerless to prevent it under the old law. By late summer, there were 28 different petitions to incorporate, many of them coming from territory around Memphis, Chattanooga or Knoxville whose annexation was already part of the urban master plan. (Nashville, which has a metro-

A mysterious amendment is the juiciest topic of the year throughout Tennessee.

politan government, is not affected by the amendment.)

Some of the petitions were hard to take seriously, such as the one from an apartment building outside Elizabethton that claimed it was entitled to become a town by the new rules. But others were serious indeed. Middle Valley, outside Chattanooga, stood to become one of the state's 10 largest cities. The would-be town of Independence, just outside Memphis, includes the massive Wolf Chase Galleria shopping mall, whose stores provide tax revenue vital both to Memphis and to Shelby County. If Independence ever incorporates, it would be a sort of municipal Kuwait, with barrels of money and very few people to spend it on.

The Municipal League, having allowed this mess to happen in the first place, is now seeking to clean it up. League President Dan Speer, the mayor of the town of Pulaski, calls the annexation amendment "the biggest crisis we've ever had." The official League newspaper, *Tennessee Town & City*, has urged communities to "beware of charlatans trying to promote incorporation for self-serving purposes." It warns them over and over again what a bad deal incorporation is—taxes will go up, solid waste will be a headache, operating a police force will be much too costly. It refers to Independence and other aspiring jurisdictions as "toy towns with toy governments and toy tax structures, establishing toy infrastructures that are totally inadequate to serve present or future growth needs."

Most conspicuously of all, the Municipal League has joined with Memphis and five other cities in a suit to block the amendment from taking effect, arguing that its provisions are too broad for the legislation it was attached to, and that it therefore violates the state constitution. A preliminary decision is possible early this fall, but the legal maneuvering seems likely to last into winter, possibly leaving the "toy towns" only a short time to get themselves incorporated before the amendment expires.

Even with the difficulties, however, it is possible that when the smoke clears in April, a whole new collection of towns will be

on the Tennessee map. "We'll see a slew of them," says state Senator Stephen Cohen, who represents Memphis. "There are seven or eight in the pipeline. I see those going through."

IF ENOUGH OF THEM do go through, the prospects of Tennessee's large cities may be changed considerably. In recent years, some of them have done rather well—much better than once predicted. Downtown Memphis was a deteriorating husk

two decades ago; in the 1990s, it has come to life as a sports and entertainment center. Chattanooga has been even more successful, rebuilding its central core to the point where it is often cited as a role model for urban revival.

If you ask economic development specialists why Tennessee cities have fared well, there's a good chance they will point to the annexation law as a key factor. The cities were not landlocked. They had the freedom to grow, albeit by swallowing suburbanites who didn't ask to be part of the growth.


Those who believe in annexation argue that a flurry of quick incorporations between now and next April will jeopardize the whole beneficent arrangement. "Memphis will become landlocked," predicts Jimmy Whittington, mayor of Selmer and president of the West Tennessee Mayors' Conference. "It will be completely encircled. It will never be able to grow." Dan Speer is even more sweeping. "If we block Memphis and Chattanooga in," he says, "every town in Tennessee is going to pay the price for it."

Whatever the ultimate effect on the cities might be, the effect on the legislature will be at least as dramatic. "There is nothing in recent memory," says one longtime legislator, "that has generated this much concern. It's an issue that tears people apart."

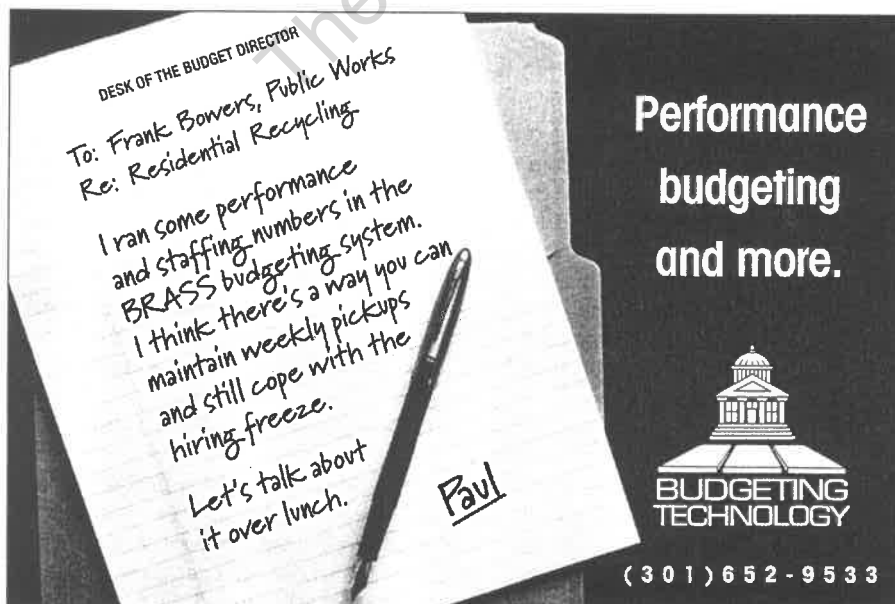
WHEN THE TENNESSEE House and Senate convene again in January, a whole set of tensions that have largely been dormant in recent years will bubble to the surface. Cities will be

arguing with suburbs; they are also likely to express bitterness against the Municipal League, to which they pay annual dues in hopes of avoiding precisely the scenario that is unfolding. Officials in Memphis, shortly after joining the League in its suit against the annexation amendment, began questioning whether they even wanted to be members of the organization anymore.

"The animosity that has been created is going to erupt in the next session," says Mayor Jimmy Whittington. "The Tennessee Municipal League is about finished as a lobbying group."

Those are unpleasant words. But if you are the mayor of a city in Tennessee, or a legislator from an urban district, or even worse, if you are a lobbyist for cities, this has been an unpleasant year. "Nightmare" would not be too strong a word for it. 

Suburbs are scrambling to incorporate and escape being gobbled up by their neighbors.



DESK OF THE BUDGET DIRECTOR


To: Frank Bowers, Public Works
Re: Residential Recycling

I ran some performance and staffing numbers in the BRASS budgeting system. I think there's a way you can maintain weekly pickups and still cope with the hiring freeze.

Let's talk about it over lunch.

Paul

Performance budgeting and more.


BUDGETING TECHNOLOGY

(301) 652-9533

paper

on

“metro mayor”

Darryl T. Owens
Jefferson County Commissioner

October 21, 1997

A Metro Mayor and Its Problems

There has been much discussion and apparently a proposal for the creation of a "metro mayor", who will act as the chief executive for both the City of Louisville and Jefferson County. Essentially, the proposal calls for the abolition of the Office of Mayor and a transfer of its powers to a new "metro mayor", elected out of the common jurisdiction of Jefferson County. Under this proposal the executive powers of the County Judge/Executive would also be assigned to the new "metro mayor". Though stripped of many executive powers, the County Judge would retain a seat on Fiscal Court and (presumably) exercise the rights and privileges of other commissioners. Separate legislative type bodies for the City of Louisville and Jefferson County would continue to function, enabling the metro mayor to preside over both the Board of Aldermen and Fiscal Court.

Aside from pure legal matters, the "metro-mayor" proposal poses a number of governance issues, which deserves attention and examination. A preliminary analysis shows that the creation of such a position would pose problems for the conduct of local government, the preservation of voter rights and the effectiveness of local government. More specifically, the proposal would (1) upset checks and balances within the city and county governments (2) bring about conflicts of interest between city and county in the performance of "metro mayor" duties (3) infringe upon the rights of all city residents to choose a mayor, and (4) weaken and dilute minority voting rights in electing the "metro mayor". In addition, it is difficult to see exactly what problems would be resolved through the establishment of a single "metro mayor". Indeed, it is possible that a "metro mayor" would create more rather than less executive government. Each of these issues is taken up in the sections below.

Checks and Balances Within City and County Government

While the concept of checks and balances is not constitutionally mandated for local government, an approximation of these balances is traditionally part of the fabric of most American communities. When "strong" mayor forms of city government are adopted, charter commissions make sure these executives are offset by a vigorous legislature. This is done for good reason; more so than national or state government, cities and counties are heavily geared toward executive functions. They deliver a wide variety of services--sanitation, parks, housing and police; they maintain large physical plants ranging from sewage treatment facilities to jails; and, they award contracts, plan for economic development, maintain infrastructure and resolve complaints for residents. These services constitute the heart of city and county governance, and are under the supervision of an executive branch.

The nature of this arrangement requires a vital body, which can offset the monopoly of a single executive office. Boards of aldermen (or city councils) fiscal courts (or county supervisors) are established to improve executive performance, correct faulty executive policies and keep a single executive honest. Additionally, this type of representative institution carries the views of constituents to the executive branch, making sure those services are delivered fairly and efficiently. Without that representation, citizens have little recourse and are left to the mercies of appointed officials and bureaucrats.

As it is, executives carry ample weight in local affairs and good government requires a countervailing institution. The proposal for a single executive combining city and county executive offices would put this delicate balance in jeopardy. It would place enormous power within the hands of one individual, upset reasonable checks on executive performance, and make that performance less accountable to public scrutiny. It would mean that a "metro mayor" would shuttle between the Board of Aldermen and Fiscal Court, use one body against the other and play favors between the different jurisdictions. This would unbalance the scales, weaken healthy criticism and enfeeble both the Board and Fiscal Court.

A Conflict of Interest

The fundamental duties of a "metro mayor" would require that a single person act as the chief executive of two governments, whose purposes and interests may not always coincide. The fact that a "metro mayor" has only one title does not change the reality of its having a double function. It is difficult to see how a metro mayor could exercise that function without leading to serious conflicts of interest between the City of Louisville and the rest of the county. One might argue that a "metro mayor" could be a neutral party, stand above local differences and resist political pressure. But this is highly unrealistic. By definition a "metro mayor" is an elected politician, who must cultivate voters to get elected and maintain local coalitions in order to govern. The dilemmas of the office become more evident as we consider "metro mayor" duties.

To take some ready examples, where would the "metro mayor" stand when there are competing federal grants for housing, human resource training, and transportation? Would a metro mayor favor the city's view or the county's needs? Would a metro mayor follow suburban wishes or those of city residents?

How would a "metro mayor" deal with state appropriations when establishing priorities for crime prevention, social services or roadways? Would investment in the county and city, flow along the lines of political pressure from the Board of Aldermen or Fiscal Court? Or would those priorities be subject to competing pressures from within the city or the rest of the county? Under such conditions, it would not be easy to know how the downtown would be treated or be sure that Louisville neighborhoods would get their fair share.

The most telling conflict of interest rests on budget and the division of occupational license fee pool. How could a "metro mayor" possibly avoid favoritism when settling on the allocation of revenues and establishing budgets?

Even if the respective legislative bodies must approve expenditures, how would differences be negotiated without bringing into play the divided loyalties of a "metro mayor". How would a settlement be made between members of the Board of Aldermen and Fiscal Court? Whose side would the "metro mayor" take? Would a "metro mayor" mediate the differences, make an arbitrary decision, or would this only create confusion?

We can use the current example of city-county negotiations over the Compact to understand potential conflicts of interest. How would a single executive deal with competing viewpoints when it comes to the renewal of the compact? Would the "metro mayor" negotiate with himself or herself? Is the matter to be decided by fiat of a single executive? In creating joint agencies between city and county, how would we decide what agencies go where? With a "metro mayor" in place, a healthy give and take between equal parties would be absent, and so too would much needed facts.

As the system now stands, we have distinct governments represented by specific individuals who can speak to their respective interests. When carried out in a spirit of cooperation, those interests can be argued in the light of day, considered by the public and reconciled. Under a "metro mayor" one person could monopolize information, smother open deliberation, and favor one jurisdiction over another. The fact of the matter is the functions of the "metro mayor" are inherently incompatible, they cloud the interests of each jurisdiction and are detrimental to the well being of both.

The Right of Louisville to Chose Its Mayor

It is a commonplace notion that city residents choose their own mayor. Yet the proposal for a metro mayor makes it possible (eventually likely), that a mayor for the City of Louisville would not be chosen by those who reside within municipal boundaries. Consider that the "metro mayor" would be chosen out of a single countywide voting pool, but in fact, would serve two different governments. One electoral pool and two governments could result in a majority of voters in the rest of the county overwhelming city voters and imposing a mayor upon them.

The actual numbers bear out this possibility. According to voter registration figures (August 1997), the city holds 176,312 registered voters or 40.08 percent of Jefferson County's electorate. By comparison, the county (not including the City of Louisville) holds 263,598 registered voters or 59.92 percent of the remainder. It is not hard to imagine that if 55 percent of the county voters opt for Candidate A and 55 percent of the city's voters chose Candidate B, Louisville

would have a mayor its voters did not choose. The hypothetical results are shown below.

Hypothetical Election Under a Metro Mayor Proposal: 55/45 Split

Jurisdiction	Candidate A	Candidate B
County vote (outside Louisville)	144,979 (55%)	118,619 (45%)
City vote (only Louisville)	79,340 (45%)	96,971 (55%)
Total	224,320 (51%)	215,590 (49%)

Result: Louisville gets a mayor it did not elect!

In a situation where 55 percent of the rest of the county voted for a particular candidate, a simple majority within the city would not be sufficient to choose Louisville's mayor. Instead, the city would need to muster 60 percent for its candidate in order to overcome a majority outside the city.

This hypothetical is one possibility, and we can construct any number of variations on a similar set of demographic facts. Moreover, as the rest of the county receives relatively more population than the city, problems of this kind will be exacerbated. These facts alone pose questions about the constitutionality of the proposal. From the standpoint of democratic practice the proposal is untenable.

An Adverse Affect on Minority Voting Rights

On the surface, the "metro mayor" proposal is a change in government and not in voting mechanisms or outcomes. But the governmental change has a profound impact on minority voting, particularly on the opportunity to elect an African American mayor or play a role in the selection of a white candidate. Two major factors contribute to this conclusion. The first is that both the county and the city are residentially segregated (de facto) and have a history of racially polarized voting. While there are exceptions, white voters tend to vote for white candidates and black voters behave similarly. Second, Jefferson County is overwhelmingly white and an all-county election is bound to dilute the African American electorate.

Once black voters are shifted from a city to a county electoral pool, the percentage of potential black votes falls roughly from 30 percent to 17 percent.

This attenuates any effort to establish a coalition with white voters, and diminishes African American influence in the political system.

Intended or not, the “metro mayor” proposal entails a change in eligible voters for the city which adversely affects the black electorate. In choosing a mayor, that change is most acutely felt by black candidates. Whether this presents a valid claim under the Voting Rights Act is something to consider. It does however, appear to breach its spirit.

Problems to be Resolved/Impact on Government

While most American cities are within a single county, no major metropolitan area has adopted a single executive for city and county. Other nations have practices that bear a resemblance to the “metro mayor” concept, and chief executives may hold multiple offices (known as accumulated mandates). This practice however, is increasingly questioned as a diversion of responsibility and as being vulnerable to corruption.

The proposal says little about the problems a “metro mayor” is supposed to resolve. Mention is made about providing “a common vision” for the community, but it is difficult to discern what the common vision is to include or whether it is necessary.¹ In the area of economic development, common approaches and collaboration can be forged by merging some organizations, by interlocal agreements and by closer cooperation. Exactly what a “metro mayor” would add to these initiatives is unclear.

What is clear is that work in both city and county jurisdictions would generate commensurate increases in the scope of the executive branch. With over 670,000 constituents and a doubling of responsibility, the new office would achieve greater importance and additional pressures.

To deal with this, more layers of government would be required to coordinate the new mayor’s activities. The need or desire to integrate functions around the “metro mayor” would require a coterie of deputies, assistants, and cabinets.

¹ We should also not confuse common vision with consensus. As suggested by the “metro mayor” concept, common vision seems to be imposed by a single institution, whereas consensus arises out of diversity and is arrived at by mutual consent. In many areas, we may be better off celebrating our diversity and traditions of local independence. After all, communities do differ from one another—each has a unique history, distinct demography, special housing or geographic patterns, particular household makeup, and the like. Smaller government may better accommodate that diversity.

More time would be spent moving from one government to another or attempting to integrate functions, than in management or service delivery. Rather than increase efficiency, in all likelihood it would be reduced. Ultimately, the "metro mayor" would seek outright merger in order to bring workload and disparate functions under control.

The Filson Historical Society



City of Louisville

OFFICE OF THE MAYOR

601 W. Jefferson Street • Louisville, KY 40202-2728

(502) 574-3061 • Fax (502) 574-4201

TDD (502) 574-4091

October 13, 1997

Louisville



JERRY E. ABRAMSON
MAYOR

Henry bills pursuit issues.

legislature adapt compact in its entirety hash out details

Honorable David L. Armstrong
County Judge/Executive
400 Jefferson County Courthouse
527 West Jefferson Street
Louisville, KY 40202

Dear David:

After our meeting this week, I am certain that we will be able to report considerable progress toward a renegotiated Compact when we meet with the Jefferson County Legislative Delegation on October 20, 1997. I would like to hear your reaction to my original proposal regarding the realignment of a number of joint agencies. The County's proposal, which I received on Monday, has a number of good suggestions which I intend to pursue with you, but I wanted to address four key issues immediately.

No

First, as to the term of the Compact. I think without some guidance from you about whether we are discussing a short term or long term agreement, it will be difficult for me to evaluate the impact of some of the other suggestions. For example, a long term agreement makes the issue of suburban cities wanting to make "...minor boundary adjustments..." easier to address. However, if we are negotiating a short term agreement, then the City of Louisville's annexation needs become more critical. For purposes of continuing the negotiations, therefore, I will propose again that the Compact be put in place permanently; that is, with no sunset provision. I recognize, as you do, that if the time comes that the community is prepared to create a new local government structure, the Legislature can sunset the Compact as part of that reorganization.

Second, as to the sharing of occupational taxes. I cannot agree to restrict the ability of future city officials to allocate tax dollars in the manner they deem appropriate. They are elected to do that job and are, and should be, held accountable on how they perform. I also think that a review of City expenditures for the past 12 years makes the need for dedication of funds for infrastructure improvements unnecessary. While these expenditures were in no way required by the Compact, the City did in fact invest \$10,240,570 in capital improvements within the Compact agencies alone. In other words, 43% of the occupational taxes received from the County were reinvested directly

Believe he can bind

Honorable David L. Armstrong
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October 13, 1997

into infrastructure for the county-wide agencies the City is responsible for under the Compact. Another \$40,000,000 in capital investments in our joint agencies - Parks, Library and Waterfront - demonstrate the City's commitment to investing in infrastructure needs which directly benefit the entire community.

Third, as to annexation. I would like to suggest that we create a "window of opportunity" between now and the official adoption of a new Compact in June of 1998, for suburban cities who have proposed minor boundary adjustments to present them to the City and County for approval. As you know, the threefold purpose of the freeze on annexations and incorporations was 1) to end the annexation battles; 2) to insure that the City of Louisville could annex if or when the Compact expired; and 3) to curtail the proliferation and growth of suburban cities in Jefferson County, recognizing that two large governments providing municipal services was already one too many. Therefore, as long as the annexation is agreed to by the parties to be annexed as required under KRS 80A.412; the proposed annexation does not cut the City of Louisville off from adjacent properties so as to block any future City annexations; and does not enlarge a suburban city by more than 10% of its existing territory, I believe under the Renewed Compact the City of Louisville could waive its rights to the subject unincorporated areas without violating its "...first in line..." rights. Of course, this proposal has to be reviewed by appropriate legal counsel before inclusion in the Compact. I must insist, however, that any accommodation for suburban cities in the area of annexation have a "date certain" for implementation and not be allowed to continue into the new Compact term. The decision not to allow amendments to the Compact during its term without causing the entire Compact to expire has enabled us to withstand external pressures to make "...just this one minor adjustment for us..." Each and every concession requested over the 12 year term would have resulted in additional requests until the Compact would have had no certainty and the City and County's elected officials would have been forced to deal with the very issues the Compact was designed to eliminate. **Certainty** in the terms and conditions of the Compact is one thing I think we cannot sacrifice.

Board allows future changes

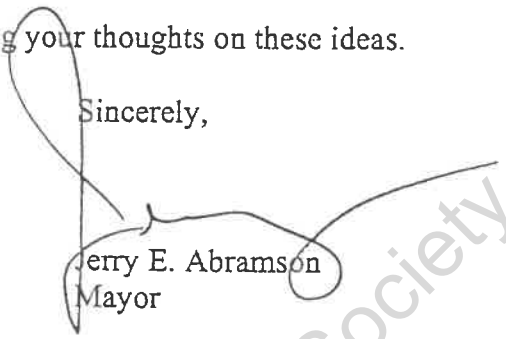
Fourth, but not least, as to the creation of a community-wide police department. Deputy Mayor Bill Summers, Chief Doug Hamilton and Mac Unger, the City's Budget Director, are prepared to begin meetings on this immediately and will contact Deputy County Judge Bruce Traughber to schedule a convenient meeting time. I understand you are concerned that state legislation might be necessary to begin a three to five year process of creating a community-wide police department, as we discussed Monday. I think the City and County have all of the statutory authority necessary to proceed, but I have asked the City Law Department to begin legal research on the issue. I assume you will want the County Attorney's office consulted as well. This issue should in no way delay our proposal to the Legislature on a Compact renewal, since, as you know,

Honorable David L. Armstrong
Page 3
October 13, 1997

interlocal agreements passed by both the City and the County legislative bodies can subsequently be agreed upon to consolidate local government functions.

I look forward to hearing your thoughts on these ideas.

Sincerely,



Jerry E. Abramson
Mayor

cc: Members of Board of Aldermen
County Commissioners
Members of Jefferson County Legislative Delegation
Lawrence C. Falk
Faye Ellerkamp
Doug Cobb

The Filson Historical Society

Completed file

The Kentucky County Judge/Executive

Quarterly publication of the Kentucky County Judge/Executive Association

RECEIVED

OCT 09 1997

OFFICE OF THE
COUNTY JUDGE/EXECUTIVE

From Your President

Calendar of Events

November 11-14, 1997

KACo Conference and Expo

Executive Inn
Paducah, Kentucky
Contact: Wanda Laslie
(606) 223-7667

February 10-13, 1998

KCJEA Winter Meeting

Holiday Inn - Capital Plaza
Frankfort, Kentucky
Contact: Shellie Sims
(606) 223-5293

April 3-5, 1998

KMCA Spring Meeting

Commonwealth Hilton
Florence, Kentucky
Contact: Kathy Marshall
(606) 223-5510

August 18-20, 1998

Governor's Local Issues Conference

Galt House East
Louisville, Kentucky
Contact: Teresa Sorg

Another successful KCJEA/KMCA Joint Convention has come and gone, and our organizations want to thank all those members, associate members, speakers and individuals who were able to be apart of it.

As we roll into fall, the new staff at KCJEA is in high gear beginning their positions. Bill Froehlich attended our quarterly board meeting held September 8, 1997, his first meeting as our new Executive Director. Shellie Sims, our new Administrative Assistant, also attended. Both are excited to be a part of the Association, and we welcome them.

At the meeting, many legislative issues were discussed. Dennis Fleming, general counsel to the Governor, expanded on Governor Patton's plan to increase the salaries of county officials. Along with supporting that legislation, our board endorsed proposed legislation authorizing fiscal courts to set road bonds and weight limits on county roads. Jefferson County Judge/Executive David Armstrong was invited to address the board concerning the Attorney General's opinion on the Louisville/ Jefferson County question proposed by Senator Tim Shaughnessey. Let us continue to work together for our counties and our Association, but most importantly for our constituents who have elected us to represent and serve as Judge/Executive.

Morgan County Judge/Executive Sid Stewart, KCJEA President

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1997 KCJEA**Executive Board**

Sid Stewart, *President*
Morgan County Judge/Executive

Fred Waddle, *1st Vice-President*
Taylor County Judge/Executive

Delzanna Belcher, *2nd Vice-President*
Harlan County Judge/Executive

Hallice Upchurch, *3rd Vice President*
Wayne County Judge/Executive

David Martin, *Secretary*
Butler County Judge/Executive

Mike Buchanon, *Treasurer*
Warren County Judge/Executive

Sandy Watkins, *Sergeant at Arms*
Henderson County Judge/Executive

Board of Directors

Immediate Past-President
Bobby Stratton
Shelby County Judge/Executive

Big Sandy ADD
Kelly Callahan
Martin County Judge/Executive

Bluegrass ADD
Neil Cassidy
Jessamine County Judge/Executive

Buffalo Trace ADD
Dwayne "Pie" Jett
Bracken County Judge/Executive

Cumberland ADD
Onzie Sizemore
Leslie County Judge/Executive

FIVCO ADD
Robert Carpenter
Greenup County Judge/Executive

Gateway ADD
B. D. Wilson
Montgomery County Judge/Executive

Green River ADD
Jim Townsend
Webster County Judge/Executive

KIPDA ADD
Jack Couch
Trimble County Judge/Executive

Kentucky River ADD
Sherman Neace
Perry County Judge/Executive

Lake Cumberland ADD
Charlene Kling
Clinton County Judge/Executive

Lincoln Trail ADD
David Hourigan
Marion County Judge/Executive
Tommy Turner
LaRue County Judge/Executive

Northern Kentucky ADD
Ken Paul
Campbell County Judge/Executive

Pennyrite ADD
Ralph Smith
Livingston County Judge/Executive

Purchase ADD
Mike Miller
Marshall County Judge/Executive

Executive Director's Remarks

I am very pleased to be your new Executive Director. I have been at work for you for a little over two months and have enjoyed getting to know the many facets of the KCJEA. Everyone has been a tremendous help in getting me settled in and making me feel welcome.

I hope to continue to build on the prestige and respect that Mike Magee, the members and associate members have brought to this Association. I would also like to take this time to thank Wanda Laslie, our former Administrative Assistant. Wanda has joined Mike at KACo, and while she is assuming the duties of her new position, she remains an invaluable resource for this organization. Her efforts here did not go unnoticed and she remains an invaluable resource for myself and our new assistant, Shellie Sims.

At our last Executive Board meeting held on September 8, the Board turned its attention to a number of items, not the least of which included supporting the Governor's proposal to increase salaries of local officials; lending support to Judge/Executive David Armstrong in questioning the Attorney General's opinion on a Louisville/Jefferson County proposal by Senator Tim Shaughnessey; and endorsing a

proposal giving fiscal courts the authority to set weight limits and issue road bonds for county roads. The Board also discussed and supported the idea of introducing legislation to increase the amount counties are reimbursed by the state for election expenses.

As the year moves on we look toward the KACo Convention and Exposition, set for November 11-14, 1997 in Paducah. A tentative agenda will be mailed out for the General Membership meeting for KCJEA members during the convention. I look forward to seeing all of you there.

Again, it is a pleasure to be here and if there is anything that Shellie or I can do, please don't hesitate to give us a call or, if you're Frankfort, stop by and see us.

Bill Froehlich

My basic principle is that you don't make decisions because they are easy; you don't make them because they are cheap; you don't make them because they're popular; you make them because they're right.

THEODORE HESBURGH, C.S.C.
Former president
University of Notre Dame

KCJEA Newsletter is published by Bill Froehlich, Executive Director, and Shellie Sims, Administrative Assistant. The office is located at Frankfort Plaza, 807 Louisville Road, Frankfort, KY 40601.

Phone (502) 223-5293.

Fax (502) 875-0103. E-mail us at kcjea@mis.net

ISSUES OF LOCAL INTEREST ...

Governor Seeks to Supplement Local Officials' Salaries

At our annual KCJEA/KMCA joint summer convention in Louisville last July, Governor Patton raised concerns that current salary levels of county officials allowed by the state Constitution does not allow for a true representation of candidates seeking office.

Speaking before the assembled fiscal courts, Patton noted that Jefferson County Judge/Executive David Armstng was woefully underpaid as the supervisor of 4,000 employees and administrator of a \$200,000,000 budget. Although his salary is currently supplemented by a foundation formed by an anonymous group of business and community leaders since 1982, Governor Patton made it clear he thinks this is type of subsidy is inappropriate.

The 1891 Kentucky Constitution capped all the salaries except that of Governor at \$5000. In the late 1940's voters approved an amendment raising the cap, and in 1962 the Kentucky Supreme Court allowed for the figures to be adjusted upward to reflect each year's inflation.

Each February the Department for Local Government recalculates the caps. (In 1997 the maximum salary for a judge/executive is \$47,899; the mayor of Louisville and statewide constitutional officers, \$79,831, and Governor, \$93,904.) The Governor is focused on the proposal to increase the salaries of officials in large population counties such as Campbell, Daviess, Hardin, Kenton, McCracken, Pike and Warren. But other counties with similarly high budgets may be included as well.

A Note of Thanks From KACAA

The Kentucky Association of County Agricultural Agents attended our Summer convention in Louisville in July, and on their behalf, President Keenan Turner wrote the following:

"The KACAA wish to express our appreciation for allowing us to participate in your KCJEA/KMCA Joint Convention. We continue to thank all county governments for their support of Kentucky Extension Services."

It is always a pleasure to hear that participants benefit from the extensive amount of information and activities available at the convention. We were certainly pleased to see so many KACAA members present!

You can learn these things from your dog: to love children, to drink plenty of water, to be a dependable friend, to express pleasure when treated well, to guard faithfully the interests of those who care for you, and to be faithful until death.

KCJEA Proposes Amendment For Road Bonds, Weight Limits

The Department of Transportation has drafted a proposal for our Association amending KRS 189.230 and KRS 189.221 to allow local governments to permit motor vehicles to exceed the dimension and weight limits currently in force. It also allows for local governments to "legally construct roads capable of accommodating weights and dimensions allowed throughout the remainder of the state."

In addition to these provisions, the amendment would also allow the local governments to issue permits, accompanied by the appropriate bond amount, for the heavier loads on their roads. Hopefully we will hear more about this proposal in the upcoming regular session of the 1998 General Assembly.

Annual Local Records Grants Awarded In July

Governor Paul E. Patton addressed this year's Local Records Grant recipients at a July 8 ceremony held at the Kentucky Department for Libraries and Archives, an agency of the Education, Arts, and Humanities Cabinet. First lady, Judi Patton and Education, Arts, and Humanities Cabinet Secretary, Roy P. Peterson, presented the individual grant awards to city and county officials representing 33 local public agencies. A total of \$507,318.00 was awarded to thirty-nine county agencies, including one school district.

The grants will be used for security microfilming, restoring or re-creating damaged or deteriorating records, installing automated indexing systems, codifying ordinances, or purchasing other equipment, supplies, or services necessary to preserve and/or better manage records.

In addition to its grants program, the Department for Libraries and Archives, through its regional local records staff, provides professional records management/archival assistance to local public agencies across the state. With this year's grants, more than \$9 million have been distributed throughout every Kentucky county during the program's fourteen-year history.

Application deadlines for the March and June 1998 grant reviews are January 23, 1998 and April 24, 1998, respectfully. To obtain an application, or additional information, local government agencies should write to: Kentucky Local Records Program, Division of Public Records, Department for Libraries and Archives, P.O. Box 537, Frankfort, KY 40602-0537.

The following is a list of county agencies that received grants:

ADAIR CO. CLERK	\$5635.00	For Records Preservation
ANDERSON CO. CLERK	\$24745.00	For Records Preservation
BALLARD CO. CLERK	\$8008.00	For Records storage Equipment
BATH CO. CLERK	\$5323.00	For Records Storage Equipment
BREATHITT CO. CLERK	\$7881.00	For Records Automated Indexing Equipment
BUTLER CO. CLERK	\$4313.00	For Records Preservation
CARLISLE CO. CLERK	\$14651.00	For Records Storage Equipment and for Records Indexing Salary
CARROLL CO. CLERK	\$22126.00	For Equipment and Microfilming Permanent Records
CASEY CO. CLERK	\$9510.00	For Records Automated Indexing Equipment
CHRISTIAN CO. CLERK	\$47135.00	For Microfilming Permanent Records; Preservation of Records; and for Records Storage Equipment
CRITTENDEN CO. CLERK	\$3050.00	For Records Preservation
CUMBERLAND CO. CLERK	\$9510.00	For Records Automated Indexing Equipment
GALLATIN CO. FISCAL COURT	\$4975.00	For Codification of Ordinances

GARRARD CO. CLERK	\$5265.00	For Records Preservation
GRANT CO. CLERK	\$22359.00	For Microfilming Permanent Records; for Records Storage Equipment; and Preservation of Records
GRAVES CO. CLERK	\$1668.00	For Records Preservation
HANCOCK CO. CLERK	\$7275.00	For Records Preservation
HART CO. CLERK	\$6928.00	For Records Preservation and Records Storage Equipment
HART CO. SCHOOLS	\$15572.00	For Microfilming Permanent Records
HENRY CO. CLERK	\$7872.00	For Records Indexing Salary
HICKMAN CO. CLERK	\$5427.00	For Records Storage Equipment
JACKSON CO. CLERK	\$6065.00	For Records Preservation
KNOX CO. CLERK	\$10320.00	For Records Preservation
LYON CO. CLERK	\$8891.00	For Records Automated Indexing Equipment
MARION CO. CLERK	\$7275.00	For Records Preservation
MARTIN CO. CLERK	\$2992.00	For Records Storage Equipment
MENIFEE CO. CLERK	\$24067.00	For Microfilming Permanent Records and Preservation and Records Automated Indexing Equipment
MONROE CO. CLERK	\$3530.00	For Records Storage Equipment
MONTGOMERY CO. CLERK	\$46650.00	For Microfilming Permanent Records, Records Automated Indexing Equipment, and Indexing Salary
NICHOLAS CO. CLERK	\$15292.00	For Records Automated Indexing Equipment
OHIO CO. CLERK	\$17500.00	For Microfilming Permanent Records and Records Preservation
PULASKI CO. CLERK	\$30302.00	For Microfilming Permanent Records and Records Automated Indexing Equipment
SHELBY CO. CLERK	\$30934.00	For Microfilming Permanent Records and Records Indexing Salary
SIMPSON CO. CLERK	\$15559.00	For Records Automated Indexing Equipment
TAYLOR CO. CLERK	\$7450.00	For Records Storage Equipment
TRIGG CO. CLERK	\$11139.00	For Microfilming Permanent Records and Records Storage Equipment
WAYNE CO. CLERK	\$9591.00	For Records Storage Equipment and Preservation
WHITLEY CO. CLERK	\$13986.00	For Records Preservation and Storage Equipment
WOODFORD CO. CLERK	\$6547.00	For Records Preservation

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The Honorable David Armstrong
Jefferson County Judge/Executive
527 West Jefferson Street
Louisville, Kentucky 40202



Compact
file

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JEFFERSON COUNTY DELEGATION
of the
KENTUCKY GENERAL ASSEMBLY

OCT 24 1997

OFFICE OF THE
COUNTY JUDGE/EXECUTIVE

Mary Lou Marzian, Chairman
Dan Seum, Vice Chairman
Bob DeWeese, Vice Chairman

October 22, 1997

Courthouse, Suite 102
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Honorable David L. Armstrong
Jefferson County Judge/Executive
527 W. Jefferson St.
Louisville, KY 40202

Dear ~~Judge Armstrong~~, *Dave*

On behalf of the Jefferson County Delegation, I would like to commend you and Mayor Abramson on the progress you both have made on the Jefferson County Compact proposals. We look forward to the finalization in November so that the legislation may be reviewed, drafted and introduced in the 1998 session. I think that the community input you both discussed is absolutely essential.

Once again, I applaud you on your presentation.

Sincerely,

Mary Lou
Mary Lou Marzian
Chairperson

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DAVID L. ARMSTRONG
County Judge/Executive

JEFFERSON COUNTY, KENTUCKY
OFFICE OF THE COUNTY JUDGE/EXECUTIVE

October 7, 1997

Jefferson County
Courthouse
Louisville, KY 40202
(502) 574-6161

Honorable Jerry E. Abramson
Mayor
601 West Jefferson Street
Louisville, Kentucky 40202

Dear Mayor Abramson,

The Compact entered into in 1986 by the City of Louisville and Jefferson County began more than a decade of greater coordination and cooperation between our two governments.

As the elected representatives of the citizens of Jefferson County, we believe that a new compact can build on the strengths of the existing agreement. To meet the expectations of both City and County residents that our governments collaborate whenever possible to maximize their tax dollars and to provide the most efficient services, we offer the following proposals:

I. Forge New Agreements for Collaboration of Resources

Greater government efficiency will result from the City and County continuing to streamline services. There are four key areas in which innovation and cooperation will result in better service for our community.

A. Create a Community-Wide Police Department

Our City and County police officers cannot communicate on the same radio system. There is no formal process by which the two departments share information on investigations of crime. While each department works diligently to protect and serve their citizens, there is a great need for a community-wide strategy to fight crime. Combined resources and greater communication will result in a safer community.

To move forward immediately on this issue, the County proposes establishment of an Implementation Commission to begin work by October 15, 1997. The Commission would include the City and County Police Chiefs, a staff representative of both the Mayor and County Judge/Executive; the County Chief Financial Officer; the City Budget Director; and other members to be added as issues dictate.

The Implementation Commission should be charged by the Mayor and County Judge/Executive to develop a police department that provides community-wide services. That plan should be presented to the Mayor, County Judge/Executive, County Commissioners, and Board of Aldermen for approval by December 15, 1997.

The County proposes that the training, recruiting, criminal investigation, and other specialized units be the first components combined. These units would operate on the same model as the Crimes Against Children Unit and Metro Narcotics Unit do now, with both departments contributing officers and rotating the command between the City and County departments.

Combining the departments' separate communications systems would follow.

B. Consolidate Building Permit Procedures and Enforcement

Currently, an electrical contractor must pay a fee to and register with both the City and the County to work in this community. For that contractor to obtain a permit to work on buildings in the City and the County, he or she must then go to both governments to obtain permits before beginning work.

That contractor must deal with two different staffs, two sets of requirements, two sets of books, and pay two fees. This is cumbersome and duplicative. The problem can be eliminated by consolidating all permitting functions within the County.

Additionally, consolidation of City inspection functions with the County would increase flexibility, reduce program redundancy and promote uniform procedures.

City Inspections, Permits and Licenses also provides housing deficiency, premise sanitation, rodent and grass/weed complaint program services within the City. These functions align closely with services provided by the Division of Environmental Health in the County. Consolidation of these services would provide more efficient services to citizens across the community.

C. Create a State-of-the-Art Transportation and Emergency Planning Board

As we learned from the snow of 1994, when we are not prepared to share information, respond with appropriate equipment, and mobilize our emergency resources, our community can come to a complete standstill.

The County proposes creation of a Transportation and Emergency Planning Board that would include appointees by the Governor, Mayor, and County Judge/Executive (with Fiscal Court approval). This body would include

representatives of the State, City, and County transportation departments/divisions; TARC; and the City/County Disaster and Emergency Services.

This board and its staff would coordinate all services and resources for planning of new roads; road and highway maintenance; traffic management; development of public transit routes; and emergency response.

Currently, the City is the fiscal agent and governing authority for Disaster and Emergency Services (DES). The County proposes restructuring the management of DES. The County would share in the agency's funding and assume a role in its daily operations through joint appointment of the executive director and oversight through the Transportation and Emergency Planning Board. This will enable the County to address increasing need for this specific area of public protection in the unincorporated areas of our community, such as civil defense sirens and disaster responses.

The overall result of collaboration beyond our individual administrative boundaries will be a safer, more efficient service to the citizens of our region.

D. Further Coordinate Our Economic Development Efforts

Recent merger of the Greater Louisville Economic Development Partnership into the Chamber of Commerce resulted in a stronger entity to focus on job attraction and the economic growth of our community. That effort can be furthered by consolidating some of the work and services of the Louisville/Jefferson County Office for Economic Development and Louisville Development Authority with the Chamber.

This would allow businesses one point of access for all economic development services. Duplicative programs would be identified and eliminated, and others streamlined.

II. Invest a Portion of Occupational Tax Transferred from the County to the City Directly into Economic Development.

The tax sharing formula negotiated in the Compact has resulted in \$23,970,800 being transferred from the County to the City since 1986. While County Government remains committed to the original intent that this sharing of funds will help retain the vitality of our community's urban core, our entire community will enjoy even greater and more direct growth with re-investment of 50 percent of these dollars directly into infrastructure and human resource development through a Community Growth Fund.

To emphasize the County's commitment to this effort, we will, each year, match 50 percent of those dollars with an additional contribution. For example, if in the year 1999 the City were to receive \$4 million from the County, one half, or \$2 million would go into the fund. The County would appropriate an additional \$1 million for a total of \$3 million going into this new program.

A Community Growth Fund Board should be established to oversee utilization of these dollars. A seven-member board comprised of two representatives appointed by the County Judge/Executive; two appointed by the Mayor of the City of Louisville; a member of the Board of Aldermen; a member of Fiscal Court; and a member appointed by the Chamber of Commerce should be created to oversee this effort.

This investment in our capital and human needs will benefit the City and the County by creating job growth that will directly increase occupational tax revenue.

III. Maintain the Ban on Annexation While Allowing for Minor Boundary Adjustments

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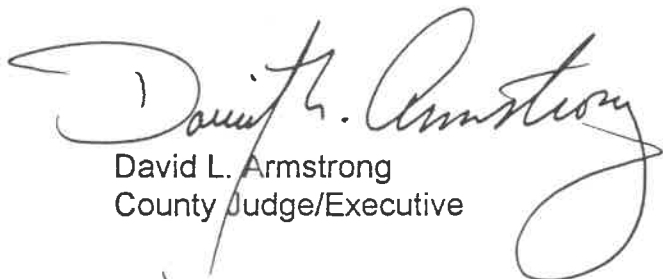
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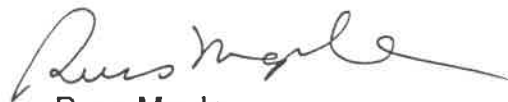
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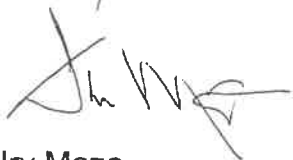
Sincerely,



David L. Armstrong
County Judge/Executive



Russ Maple
A District Commissioner



Irv Maze
B District Commissioner



Darryl Owens
C District Commissioner

cc: Members of the Jefferson County Legislative Delegation
Members of the Board of Aldermen
Lawrence C. Falk
Faye Ellerkamp

The Filson Historical Society



JEFFERSON COUNTY, KENTUCKY
OFFICE OF THE COUNTY JUDGE/EXECUTIVE

DAVID L. ARMSTRONG
County Judge/Executive

Jefferson County
Courthouse
Louisville, KY 40202
(502) 574-6161

October 13, 1997

Mayor Jerry Abramson
601 West Jefferson Street
City Hall, Room 101
Louisville, KY 40202

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Jefferson County Judge/Executive

DLA:kcb

cc: Members of Board of Aldermen
County Commissioners
Members of Jefferson County Legislative Delegation
Lawrence C. Falk
Faye Ellerkamp
Doug Cobb



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Packet
hand delivered
to Board of
Alderman

To: Mayor Jerry Abramson
Steve Magre, Chair, Board of Aldermen
Members, Board of Aldermen

From: David L. Armstrong 
Jefferson County Judge/Executive

Date: October 6, 1997

The renegotiation of the 1986 Compact is an event of great significance in our community. Enclosed is a copy of the proposal reflecting consensus among all members of Fiscal Court.

I look forward to working with you to refine those proposals and reach agreement. Please let me know your reaction to this proposal.

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JEFFERSON COUNTY, KENTUCKY
OFFICE OF THE COUNTY JUDGE/EXECUTIVE

DAVID L. ARMSTRONG
County Judge/Executive

October 7, 1997

Jefferson County
Courthouse
Louisville, KY 40202
(502) 574-6161

Honorable Jerry E. Abramson
Mayor
601 West Jefferson Street
Louisville, Kentucky 40202

Dear Mayor Abramson,

The Compact entered into in 1986 by the City of Louisville and Jefferson County began more than a decade of greater coordination and cooperation between our two governments.

As the elected representatives of the citizens of Jefferson County, we believe that a new compact can build on the strengths of the existing agreement. To meet the expectations of both City and County residents that our governments collaborate whenever possible to maximize their tax dollars and to provide the most efficient services, we offer the following proposals:

I. Forge New Agreements for Collaboration of Resources

Greater government efficiency will result from the City and County continuing to streamline services. There are four key areas in which innovation and cooperation will result in better service for our community.

A. Create a Community-Wide Police Department

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To move forward immediately on this issue, the County proposes establishment of an Implementation Commission to begin work by October 15, 1997. The Commission would include the City and County Police Chiefs, a staff representative of both the Mayor and County Judge/Executive; the County Chief Financial Officer; the City Budget Director; and other members to be added as issues dictate.

The Implementation Commission should be charged by the Mayor and County Judge/Executive to develop a police department that provides community-wide services. That plan should be presented to the Mayor, County Judge/Executive, County Commissioners, and Board of Aldermen for approval by December 15, 1997.

The County proposes that the training, recruiting, criminal investigation, and other specialized units be the first components combined. These units would operate on the same model as the Crimes Against Children Unit and Metro Narcotics Unit do now, with both departments contributing officers and rotating the command between the City and County departments.

Combining the departments' separate communications systems would follow.

B. Consolidate Building Permit Procedures and Enforcement

Currently, an electrical contractor must pay a fee to and register with both the City and the County to work in this community. For that contractor to obtain a permit to work on buildings in the City and the County, he or she must then go to both governments to obtain permits before beginning work.

That contractor must deal with two different staffs, two sets of requirements, two sets of books, and pay two fees. This is cumbersome and duplicative. The problem can be eliminated by consolidating all permitting functions within the County.

Additionally, consolidation of City inspection functions with the County would increase flexibility, reduce program redundancy and promote uniform procedures.

City Inspections, Permits and Licenses also provides housing deficiency, premise sanitation, rodent and grass/weed complaint program services within the City. These functions align closely with services provided by the Division of Environmental Health in the County. Consolidation of these services would provide more efficient services to citizens across the community.

C. Create a State-of-the-Art Transportation and Emergency Planning Board

As we learned from the snow of 1994, when we are not prepared to share information, respond with appropriate equipment, and mobilize our emergency resources, our community can come to a complete standstill.

The County proposes creation of a Transportation and Emergency Planning Board that would include appointees by the Governor, Mayor, and County Judge/Executive (with Fiscal Court approval). This body would include

representatives of the State, City, and County transportation departments/divisions; TARC; and the City/County Disaster and Emergency Services.

This board and its staff would coordinate all services and resources for planning of new roads; road and highway maintenance; traffic management; development of public transit routes; and emergency response.

Currently, the City is the fiscal agent and governing authority for Disaster and Emergency Services (DES). The County proposes restructuring the management of DES. The County would share in the agency's funding and assume a role in its daily operations through joint appointment of the executive director and oversight through the Transportation and Emergency Planning Board. This will enable the County to address increasing need for this specific area of public protection in the unincorporated areas of our community, such as civil defense sirens and disaster responses.

The overall result of collaboration beyond our individual administrative boundaries will be a safer, more efficient service to the citizens of our region.

D. Further Coordinate Our Economic Development Efforts

Recent merger of the Greater Louisville Economic Development Partnership into the Chamber of Commerce resulted in a stronger entity to focus on job attraction and the economic growth of our community. That effort can be furthered by consolidating some of the work and services of the Louisville/Jefferson County Office for Economic Development and Louisville Development Authority with the Chamber.

This would allow businesses one point of access for all economic development services. Duplicative programs would be identified and eliminated, and others streamlined.

II. Invest a Portion of Occupational Tax Transferred from the County to the City Directly into Economic Development.

The tax sharing formula negotiated in the Compact has resulted in \$23,970,800 being transferred from the County to the City since 1986. While County Government remains committed to the original intent that this sharing of funds will help retain the vitality of our community's urban core, our entire community will enjoy even greater and more direct growth with re-investment of 50 percent of these dollars directly into infrastructure and human resource development through a Community Growth Fund.

To emphasize the County's commitment to this effort, we will, each year, match 50 percent of those dollars with an additional contribution. For example, if in the year 1999 the City were to receive \$4 million from the County, one half, or \$2 million would go into the fund. The County would appropriate an additional \$1 million for a total of \$3 million going into this new program.

A Community Growth Fund Board should be established to oversee utilization of these dollars. A seven-member board comprised of two representatives appointed by the County Judge/Executive; two appointed by the Mayor of the City of Louisville; a member of the Board of Aldermen; a member of Fiscal Court; and a member appointed by the Chamber of Commerce should be created to oversee this effort.

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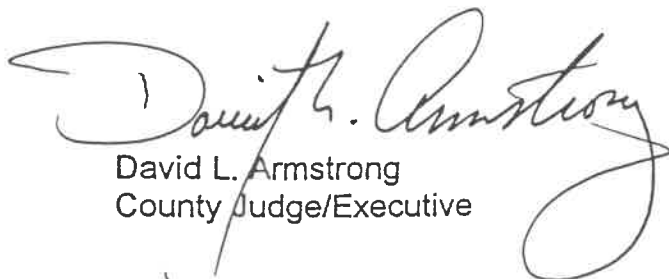
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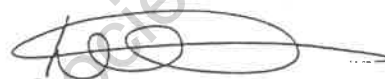
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County Judge/Executive



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cc: Members of the Jefferson County Legislative Delegation
Members of the Board of Aldermen
Lawrence C. Falk
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The Filson Historical Society



**JEFFERSON COUNTY, KENTUCKY
OFFICE OF THE COUNTY JUDGE/EXECUTIVE**

DAVID L. ARMSTRONG
County Judge/Executive

Jefferson County
Courthouse
Louisville, KY 40202
(502) 574-6161

October 13, 1997

Mayor Jerry Abramson
601 West Jefferson Street
City Hall, Room 101
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*Judge -
Faxed
material,
KB*

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COMMONWEALTH OF KENTUCKY
OFFICE OF THE ATTORNEY GENERAL

ALBERT B. CHANDLER III
ATTORNEY GENERAL

September 22, 1997

CAPITOL BUILDING, SUITE 118
700 CAPITOL AVENUE
FRANKFORT, KY 40601-3449

VIA FACSIMILE & REGULAR MAIL

Senator Tim Shaughnessy
250 E. Liberty, Ste 103
Louisville, Kentucky 40202

Re: Impact of Section 165 on Proposed City-County Mayor Executive

Dear Senator Shaughnessy:

You have asked us what impact, if any, Section 165 of the Kentucky Constitution has on the proposed office of City-County Mayor Executive which this Office analyzed in OAG 97-22. We understand that this arises from a question posed by Sheryl Snyder, a private attorney. You have kindly provided us with portions of a letter dealing with this issue written by Mr. Snyder to Doug Cobb, President of the Louisville Chamber of Commerce. OAG 97-22 dealt with new Section 156a of the Kentucky Constitution — a part of the local government amendments passed in 1994.

The issue raised by Mr. Snyder then is: what effect does the Section 165 prohibition against the holding of incompatible offices have on the proposal to, in essence, merge the executive power of the Jefferson County Judge Executive and Mayor of Louisville into a new office to be styled "City-County Mayor Executive"? Like the opinion expressed in OAG 97-22, this is an issue of first impression given the "newness" of Section 156a. As such, we cannot guarantee how a court may ultimately answer this question. That being noted, it is our opinion that Section 165 does not present a barrier to the proposed new office of City-County Mayor Executive.

Section 165, in pertinent part, provides:

[N]o person shall, at the same time, fill two municipal offices, either in the same or different municipalities, except as may be otherwise provided in this Constitution. . . .

AN EQUAL OPPORTUNITY EMPLOYER M/F/D



FAX # (502) 564-2894

(502) 564-7600

Senator Tim Shaughnessy
September 22, 1997
Page 2

Additionally, KRS 61.080 provides that:

No person shall, at the same time, fill a county and a municipal office.

It is with these two provisions, one constitutional and one statutory, that our analysis begins.

From the outset, it must be noted that the plan which you previously presented does not call for the abolishment of the office of Jefferson County Judge Executive. To the contrary, it will be specifically retained although virtually all of its executive power will be stripped.

It would be helpful, we think, to review briefly some of what this Office opined in OAG 97-22. There, we noted that the *only* power given to a county judge executive by the constitution is that he/she be a voting member of the fiscal court. *Ky. Const. Sec. 144; Bath Co. v. Daugherty*, 113 Ky. 518, 68 S.W. 436 (1902); and *Breathitt Co. v. Hugins*, 211 Ky. 391, 277 S.W. 469 (1925). This is retained by your proposal. It is the General Assembly which provides for the duties and powers of the office of county judge executive since the Constitution confers none. *Hogge v. Rowan Co.*, 313 Ky. 387, 231 S.W.2d 8 (1950). Under your proposal, the General Assembly would confer no power to the office of county judge executive in counties containing cities of the first class. Lastly, we noted that under Section 156a, the General Assembly has the power to abolish, or provide the duties of, the office of Mayor. Your proposal would abolish the office of mayor in cities of the first class. It is our opinion that the above is an accurate analysis of the law, and we believe a court would agree.

It is clear that a single person could not hold, concurrently, the present offices of Mayor of the City of Louisville and Jefferson County Judge Executive. This is expressly prohibited by KRS 61.080, and likely by Section 165 as well. The constitutional section states only that the same person cannot hold two municipal offices at the same time. The pertinent phrase in Section 165 is silent as to county offices. A common reading of Section 165 would lead to the conclusion that a prohibition exists only for the holding of two city offices at the same time, since "municipality" generally refers only to cities or towns. However, in Section 164, and earlier in Section 165, the phrase "county, city, town or other municipality," is used. As such, we believe that the term "municipality" as used in Section 165 includes both cities and counties. Thus, we believe a constitutional incompatibility of office exists for the same person to simultaneously hold the offices of mayor of a city and county judge executive.

Obviously, though, the person elected to fill the position of the proposed City-County Mayor Executive would only hold one office, not two. It is true that this new officer would be wielding both county and city executive power. We can find nothing in the law which precludes this. Moreover, the General Assembly has the current power to prescribe the duties of officers wielding city power and officers wielding county power. See, *Ky. Const., Sec. 156a, Breathitt Co., supra*, and *Bath Co., supra*. We believe as a matter of common sense and law, that no

Senator Tim Shaughnessy
September 22, 1997
Page 3

incompatibility exists. The constitutional and statutory provisions dealing with, as well as the case law interpreting the common law, on incompatible offices always speak in the context of two separate and distinct offices being filled by one person. The mere fact that the powers and duties are dual in the sense of exercising both city and county executive power, we think, does not render the proposed office unconstitutional under Section 165 nor unlawful under KRS 61.080.

Because of the apparent straightforwardness of this conclusion, I apologize that it was not included in the analysis of OAG 97-22, and hope this clears up any confusion that Section 165 was not considered in our analysis of OAG 97-22.

If we can be of any further assistance, please do not hesitate to contact me.

Very truly yours,



Scott White
Assistant Deputy Attorney General

c: Hon. Sheryl Snyder
(By Facsimile)

The Filson Historical Society

Office of the County Judge Executive

Jefferson County



Jefferson County
Courthouse
Louisville, KY 40202
(502)574-6161

DAVID L. ARMSTRONG
County Judge/Executive

FAX # (502) 574-6605

FAX TRANSMITTAL FORM

TO: Mayer Abramson

DATE: Oct 13, 1997

FROM: Judge Armstrong

NUMBER OF COPIES INCLUDING THIS PAGE: 2

COMMENTS: Re: proposed Compact.

The Filson Historical Society



JEFFERSON COUNTY, KENTUCKY
OFFICE OF THE COUNTY JUDGE/EXECUTIVE

DAVID L. ARMSTRONG
County Judge/Executive

Jefferson County
Courthouse
Louisville, KY 40202
(502) 574-6161

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DLA:kcb

cc: Members of Board of Aldermen
County Commissioners
Members of Jefferson County Legislative Delegation
Lawrence C. Falk
Faye Ellerkamp
Doug Cobb

File



**JEFFERSON COUNTY, KENTUCKY
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- Doug Cobb

members of Jefferson City Legislative Delegation

Dist	Name	Address	City	Zip	Phone
7	Lindy Casebier	3304 Hardwood Forest	Louisville, KY	40214	935-4085
10	Elizabeth Tori	2851 S. Wilson Rd.	Radcliff, KY	40160	351-1829
19	Tim Shaughnessy	250 E. Liberty Ste 103	Louisville, KY	40202	267-5063
20	Fred Bradley	855 S. Benson Rd.	Frankfort, KY	40601	227-4443
26	Ernie Harris	P.O.Box 1073	Crestwood, KY	40014	241-8307
33	Gerald Neal	1718 W. Jefferson St.	Louisville, KY	40203	778-1178
35	David Karem	2439 Ransdell Ave.	Louisville, KY	40204	454-4174
36	Julie Rose	4600 Doe Springs Ct.	Louisville, KY	40241	228-7673
37	Larry Saunders	736 Palatka Rd.	Louisville, KY	40214	361-7871
38	Dan Seum	4709 So. 2nd St.	Louisville, KY	40214	366-4748
A-28	Bill Lile	4710 Hawthorne Place Dr. #9	Louisville, KY	40272	935-6874
B-29	Kevin Bratcher	5205 Constance Dr.	Louisville, KY	40272	933-7938
C-30	Tom Burch	4012 Lambert Ave.	Louisville, KY	40218	454-4002
D-31	Steve Riggs	8108 Thornwood Rd.	Louisville, KY	40220	499-6050
E-32	Susan Johns	3120 Runnymede Rd.	Louisville,	40222	426-6990


			KY		
F-33	Bob Heleringer	14209 Glendower Dr.	Louisville, KY	40245	245-7173
G-34	Mary Lou Marzian	2007 Tyler Ln.	Louisville, KY	40205	451-5032
H-35	Jim Wayne	1280 Royal Ave.	Louisville, KY	40204	456-4856
I-37	Perry Clark	5716 New Cut Road	Louisville, KY	40214	366-1247
J-38	Denver Butler	6712 Morocco Dr.	Louisville, KY	40214	366-7195
K-40	Dennis Horlander	1806 Farnsley Rd.	Louisville, KY	40216	447-2498
L-41	Tom Riner	1143 E. Broadway	Louisville, KY	40204	584-3639
M-42	Eleanor Jordan	2704 Grand Ave. #2	Louisville, KY	40211	776-2958
N-43	Porter Hatcher	901 So. Western Pkwy	Louisville, KY	40211	778-9051
O-44	Joni Jenkins	2010 O'Brien Ct.	Louisville, KY	40216	447-4324
Q-46	Larry Clark	5913 Whispering Hills Blvd.	Louisville, KY	40219	968-3546
R-47	Ron Crimm	10206 Judith Ct. PO 43244	Louisville, KY	40253	245-8905
S-48	Bob DeWeese	6206 Glenn Hill Rd.	Louisville, KY	40222	426-5565
T-59	Jim Zimmerman	3404 Sycamore Rd.	LaGrange, KY	40031	241-4025

10/97

MEMORANDUM

JEFFERSON COUNTY

TO: Members of the Jefferson County Legislative Delegation

FROM: David L. Armstrong
County Judge/Executive 

DATE: October 6, 1997

RE: Compact Negotiations

Today, I met with Mayor Abramson to present the enclosed proposal, which was prepared along with my colleagues on Fiscal Court, for negotiation of a new Compact between the City of Louisville and Jefferson County. The intent of this document is to build on the existing agreement and define an even more cooperative relationship between our two governments.

Commissioner Maple, Commissioner Maze, Commissioner Owens, and I have worked to ensure that, with this proposal, we speak with a unified voice. We have reached consensus on the concepts set forth here and are looking forward to working with Mayor Abramson and the members of the Board of Aldermen to negotiate a new agreement as quickly as possible.

Please feel free to call on me at any time to provide more detail about any aspects of our proposal. I look forward to discussing it with you further at your October 20 meeting.

DLA —
For your signature,

KEB



**JEFFERSON COUNTY, KENTUCKY
OFFICE OF THE COUNTY JUDGE/EXECUTIVE**

DAVID L. ARMSTRONG
County Judge/Executive

Jefferson County
Courthouse
Louisville, KY 40202
(502) 574-6161

Packet
hand delivered
to the Mayor

To: Mayor Jerry Abramson
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Members, Board of Aldermen

From: David L. Armstrong 
Jefferson County Judge/Executive

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I look forward to working with you to refine those proposals and reach agreement. Please let me know your reaction to this proposal.

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DAVID L. ARMSTRONG
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October 7, 1997

Jefferson County
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(502) 574-6161

Honorable Jerry E. Abramson
Mayor
601 West Jefferson Street
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Combining the departments' separate communications systems would follow.

B. Consolidate Building Permit Procedures and Enforcement

Currently, an electrical contractor must pay a fee to and register with both the City and the County to work in this community. For that contractor to obtain a permit to work on buildings in the City and the County, he or she must then go to both governments to obtain permits before beginning work.

That contractor must deal with two different staffs, two sets of requirements, two sets of books, and pay two fees. This is cumbersome and duplicative. The problem can be eliminated by consolidating all permitting functions within the County.

Additionally, consolidation of City inspection functions with the County would increase flexibility, reduce program redundancy and promote uniform procedures.

City Inspections, Permits and Licenses also provides housing deficiency, premise sanitation, rodent and grass/weed complaint program services within the City. These functions align closely with services provided by the Division of Environmental Health in the County. Consolidation of these services would provide more efficient services to citizens across the community.

C. Create a State-of-the-Art Transportation and Emergency Planning Board

As we learned from the snow of 1994, when we are not prepared to share information, respond with appropriate equipment, and mobilize our emergency resources, our community can come to a complete standstill.

The County proposes creation of a Transportation and Emergency Planning Board that would include appointees by the Governor, Mayor, and County Judge/Executive (with Fiscal Court approval). This body would include

representatives of the State, City, and County transportation departments/divisions; TARC; and the City/County Disaster and Emergency Services.

This board and its staff would coordinate all services and resources for planning of new roads; road and highway maintenance; traffic management; development of public transit routes; and emergency response.

Currently, the City is the fiscal agent and governing authority for Disaster and Emergency Services (DES). The County proposes restructuring the management of DES. The County would share in the agency's funding and assume a role in its daily operations through joint appointment of the executive director and oversight through the Transportation and Emergency Planning Board. This will enable the County to address increasing need for this specific area of public protection in the unincorporated areas of our community, such as civil defense sirens and disaster responses.

The overall result of collaboration beyond our individual administrative boundaries will be a safer, more efficient service to the citizens of our region.

D. Further Coordinate Our Economic Development Efforts

Recent merger of the Greater Louisville Economic Development Partnership into the Chamber of Commerce resulted in a stronger entity to focus on job attraction and the economic growth of our community. That effort can be furthered by consolidating some of the work and services of the Louisville/Jefferson County Office for Economic Development and Louisville Development Authority with the Chamber.

This would allow businesses one point of access for all economic development services. Duplicative programs would be identified and eliminated, and others streamlined.

II. Invest a Portion of Occupational Tax Transferred from the County to the City Directly into Economic Development.

The tax sharing formula negotiated in the Compact has resulted in \$23,970,800 being transferred from the County to the City since 1986. While County Government remains committed to the original intent that this sharing of funds will help retain the vitality of our community's urban core, our entire community will enjoy even greater and more direct growth with re-investment of 50 percent of these dollars directly into infrastructure and human resource development through a Community Growth Fund.

To emphasize the County's commitment to this effort, we will, each year, match 50 percent of those dollars with an additional contribution. For example, if in the year 1999 the City were to receive \$4 million from the County, one half, or \$2 million would go into the fund. The County would appropriate an additional \$1 million for a total of \$3 million going into this new program.

A Community Growth Fund Board should be established to oversee utilization of these dollars. A seven-member board comprised of two representatives appointed by the County Judge/Executive; two appointed by the Mayor of the City of Louisville; a member of the Board of Aldermen; a member of Fiscal Court; and a member appointed by the Chamber of Commerce should be created to oversee this effort.

This investment in our capital and human needs will benefit the City and the County by creating job growth that will directly increase occupational tax revenue.

III. Maintain the Ban on Annexation While Allowing for Minor Boundary Adjustments

The 1986 Compact brought to an end battles over annexation that were divisive and counter-productive for our community. However, based on meetings with and input from the Suburban City Mayors, the County proposes creation of a Boundary Adjustment Board to review and approve minor boundary adjustments.

The 1996 General Assembly passed legislation allowing the City of Minor Lane Heights to move and re-incorporate with new boundaries. The 1998 Compact must be written to allow for that change.

The City and County currently face costly litigation over Barbourmeade's desire to add under 20 homes to its city. Some cities would like to request boundary changes to add only one or two homes to their service area.

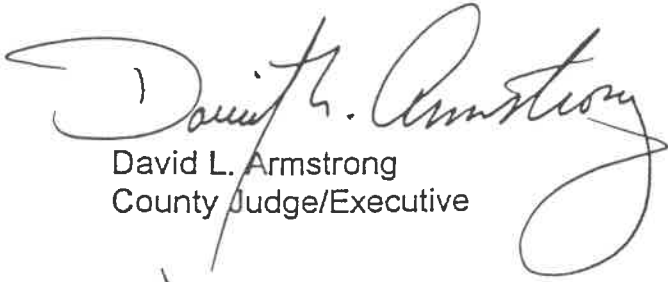
A Boundary Adjustment Board could address these issues without litigation that could come at a great cost to taxpayers and eliminate issues that if, unaddressed, could lead to growing pressure to lift the ban on annexation.

IV. Determine Duration of New Compact at Conclusion of Negotiations

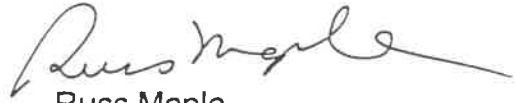
Upon completion of our negotiations for a new compact to carry this community into the 21st Century, we should determine a duration for the agreement.

We look forward to working with you throughout these negotiations to seek out new and innovative strategies to provide the best possible government services to the people of Louisville and Jefferson County.

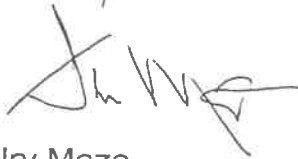
Sincerely,



David L. Armstrong
County Judge/Executive



Russ Maple
A District Commissioner



Irv Maze
B District Commissioner



Darryl Owens
C District Commissioner

cc: Members of the Jefferson County Legislative Delegation
Members of the Board of Aldermen
Lawrence C. Falk
Faye Ellerkamp

The Filson Historical Society



Northline Mall Wall Collapse

Incident Response Summary

At approximately 8:45 am, January 30, 1997, Northline Mall, located on the North Freeway at Crosstimbers, was closed by City order immediately after a wall collapsed, killing three people and injuring several others. The wall fell as demolition crews were removing part of the mall to add a multi-screen theater.

After an initial assessment by Houston Fire Department personnel, **Houston TranStar's Emergency Management Center** was activated at approximately 9:20 am. In cooperation with on scene City and County officials, City of Houston Office of Emergency Management (OEM), and Houston Fire and Police departments and TxDOT, emergency management personnel at Houston TranStar assisted in the coordination of traffic flow and emergency vehicle movement in the area. Houston Police (HPD) and METRO Police were responsible for perimeter traffic control plus the ingress and egress of heavy equipment and other resources needed during rescue operations. HPD and METRO Police provided escorts for heavy duty cranes and public works personnel needed to perform these activities. A corridor for emergency equipment and personnel movement was established by METRO Police.

With the resources and interagency networking capabilities available through Houston TranStar, emergency response times were reduced and additional heavy equipment was located and dispatched from Houston TranStar. Several unrelated North Freeway accidents which were delaying the arrival of emergency equipment were detected by Houston TranStar's remote freeway cameras. The cameras and variable message signs along this corridor were utilized by TranStar operators in responding to those accidents which resulted in clearing the freeway in a timely manner. Again, the freeway cameras provided real-time routing assessment (surrounding traffic conditions which allowed for the deployment of emergency equipment to the scene much faster.

In responding to this tragic accident, the resources of Houston TranStar enabled emergency crews to more effectively perform operations by getting critical emergency equipment to the scene quickly. The combined transportation and emergency management resources of the City of Houston, Harris County, METRO and TxDOT worked together in managing information, sharing equipment and utilizing the capabilities of staff. The daily working of agency staff at Houston TranStar across many different functional disciplines produced added efficiencies in responding and clearly demonstrated intangible benefits that are derived when staff from all the agencies work together to manage a critical situation.



HOUSTON AREA FREEZE, JANUARY 1997

INCIDENT RESPONSE SUMMARY

An arctic cold snap began to bear down hard on the Houston region Saturday evening, January 11. The steady rainfall and frigid temperatures iced over high occupancy vehicle lanes and area freeways, overpasses, and bridges. Officers were forced to close down many sections of roadway as they become slick with ice. Police dispatchers reported that telephone lines began to light up as temperatures fell below freezing. There were numerous calls to report accidents, and inquiries about road conditions, public transportation and shelter information. Houston Police reported that between 5 p.m. Sunday and 5 p.m. Monday, there were 290 accidents reported, which is almost five times the normal amount of about 60 during a 24-hour period. These figures do not include accidents worked by other agencies, such as the DPS, METRO Police, Harris County, and local municipalities. Additionally, portions of Houston's Gulf Freeway were closed because of icy conditions late Sunday evening and early Monday morning.

The City of Houston Emergency Management Center at Houston TranStar was activated at 3:00 a.m. on Sunday staffed by personnel from the City of Houston and Harris County Office of Emergency Management (OEM), the Texas Department of Transportation, METRO and Metro Networks (private traffic reporting service). The center remained in operation through Tuesday afternoon, when the ice finally began to melt.

All HOV Lanes were closed Monday because of safety concerns. Tuesday, METRO re-opened the Southwest and Gulf Freeway HOV lanes on schedule with the Katy opening from Washington to Gessner. The North HOV lane was opened for the Tuesday afternoon drive time after it was determined to be safe for travel. However, because of heavy icing conditions on the Northwest HOV, it remained closed until Wednesday morning. During the freeze period, only one HOV accident, a minor, was reported on the North Freeway HOV at Airline.

In response to freezing rain conditions that covered the Houston area in early January 1997, Houston TranStar, the region's Transportation and Emergency Management Center, effectively responded to icy road conditions. Through closely coordinated operations, the Transportation and Emergency Management staffs and resources from each of the participating agencies, including an on-site HL&P liaison, quickly and effectively responded to icy road conditions and power outages. Effective communications between agencies allowed the individual agencies to more effectively perform their respective tasks.

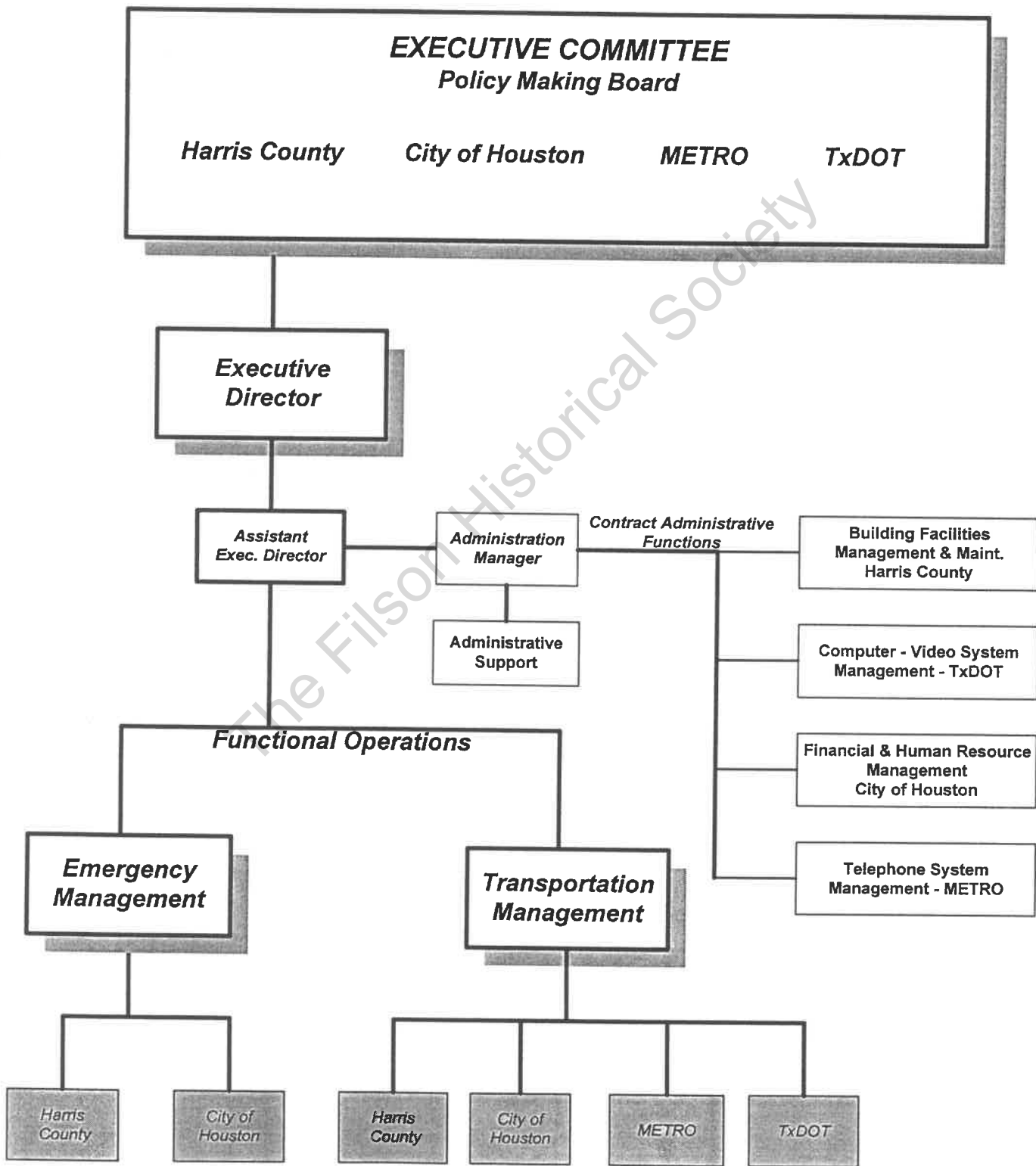
As an example, City OEM operations provided continuous weather updates every 30 minutes to all emergency response partners (TxDOT and City Public Works emergency command centers) so they could determine manpower, equipment, and supply requirements. Having staff from each agency that are familiar with each other and working together on a daily basis greatly enhanced the ability of each agency. Through the use of remote cameras controlled at Houston TranStar and reports received from Houston and METRO police officers, TranStar personnel continuously evaluated road conditions. Hazardous conditions and traffic accidents were identified and appropriate individuals were advised accordingly by the center.

Incident Management police units escorted TxDOT de-icing and sanding trucks along Houston's freeway corridors prior to the freeze. The coordination and deployment of de-icing crews and equipment through utilization of Houston TranStar resources eased corridor access and reduced past difficulties experienced when organizing efforts of such magnitude. Time saved during the implementation process was significant, reducing the potential of additional freeway accidents.

While coordinated efforts could not melt the ice quicker, information about conditions and response to events was managed effectively. Houston TranStar proved to be an invaluable benefit during this emergency. It housed all the necessary responding agencies and provided a central clearing point for all incoming and outgoing information. The cameras enabled personnel to view the problem areas on the freeways and coordinate the appropriated response. Houston TranStar eliminated the necessity for phone calls, thus speeding up response time and eliminated any duplication of calls and interpretation problems that might have occurred by transmitting messages by phone.



HOUSTON TRANSTAR





HOUSTON TRANSTAR

REGIONAL INTEGRATED TRANSPORTATION MANAGEMENT SYSTEM

- **FREEWAY MANAGEMENT SYSTEM (485 km)**
- **HOV LANE SYSTEM (169 km)**
- **TRANSIT SYSTEM (1,000 PEAK PERIOD BUSES)**
- **ARTERIAL TRAFFIC SIGNAL SYSTEM (3,000 SIGNALS)**
- **INCIDENT MANAGEMENT**
- **TRAFFIC ENFORCEMENT COORDINATION**
- **MOTORIST ASSISTANCE PROGRAM (MAP)**

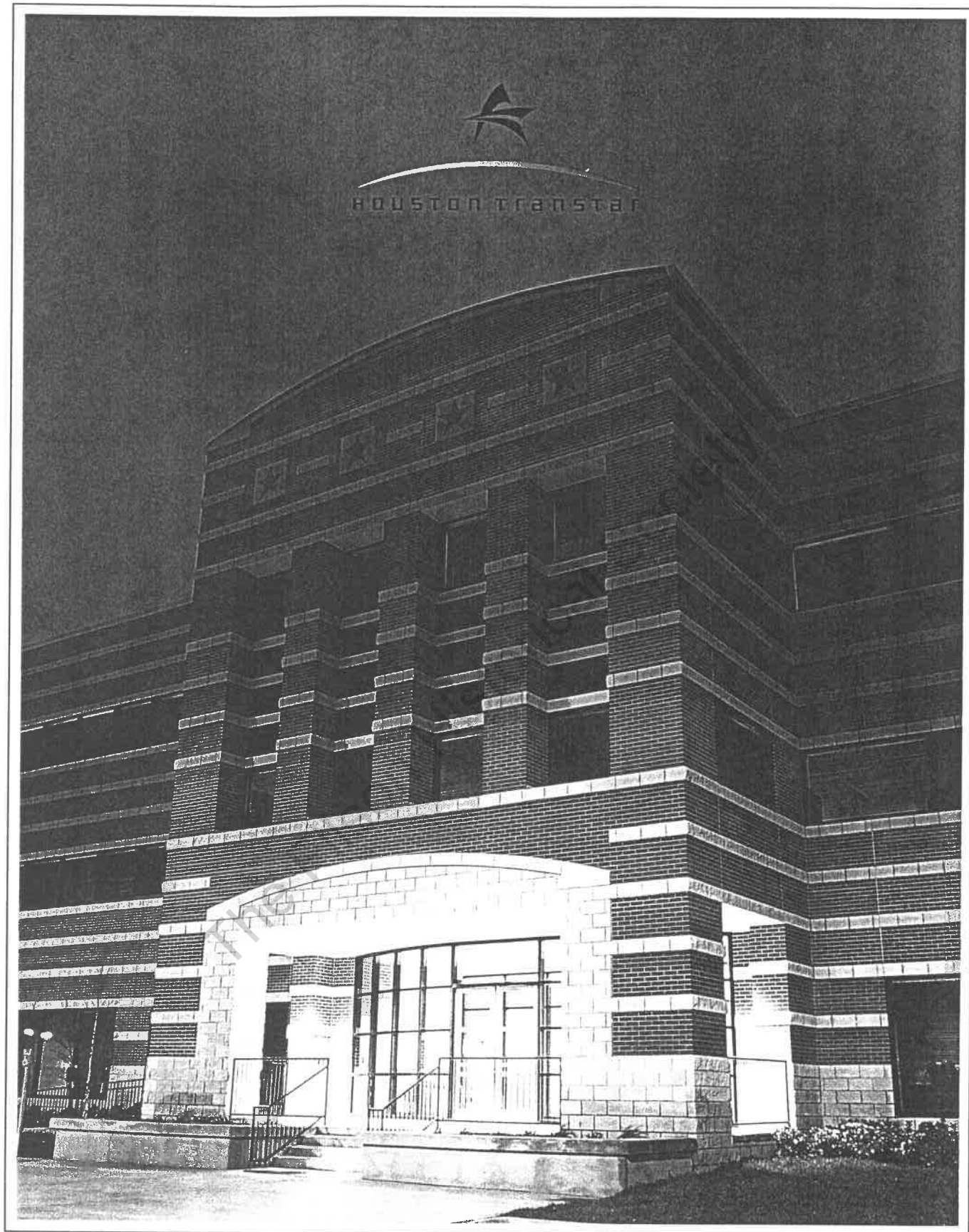
REGIONAL EMERGENCY MANAGEMENT OPERATIONS



HOUSTON TRANSIT

PARTICIPATING DISCIPLINES

- **FREEWAY AND ARTERIAL TRAFFIC OPERATIONS**
TXDOT, CITY, COUNTY
- **TRANSIT HOV LANE & PARK & RIDE OPERATIONS**
- **POLICE OPERATIONS**
HPD, METRO, HARRIS COUNTY SHERIFF
- **FIRE/EMS OPERATIONS**
HFD
- **EMERGENCY MANAGEMENT OPERATIONS**
CITY & COUNTY
- **TRANSIT - BUS OPERATIONS DISPATCH**
- **TRANSIT POLICE DISPATCH**
- **MAINTENANCE DISPATCH - LATE NIGHT**
TXDOT, CITY
- **MOTORIST ASSISTANCE PROGRAM (MAP)**



GREATER HOUSTON TRANSPORTATION AND EMERGENCY MANAGEMENT CENTER

TRANSPORTATION'S FUTURE IS IN HOUSTON TODAY

It is perhaps only fitting that a city in the forefront of space exploration should be a leader in state-of-the-art management of local traffic. So it comes as no surprise that one of the first high-tech transportation and emergency management centers to open in the United States is located in Houston.

Called Houston Transtar, this \$13.5 million, 52,000-square-foot facility offers intermodal traffic management of futuristic dimensions.

To create a transportation center of Transtar's scope took considerable teamwork.

In the past, the traditional approach to transportation planning involved state planned freeways, county maintained roadways, city managed traffic and routes planned by a public transit agency—all pursued in isolation.

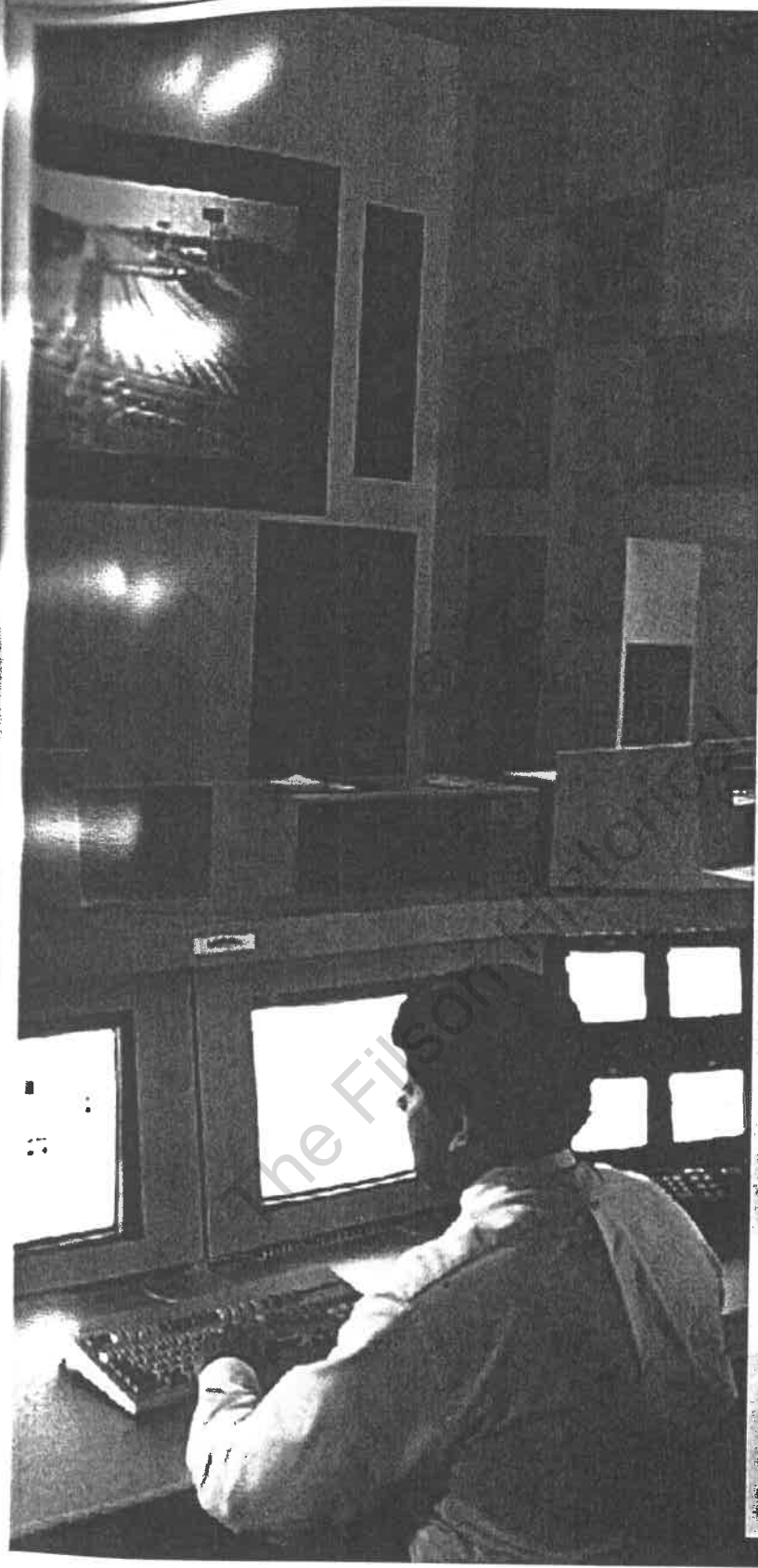
In Houston, all of these agencies—the Texas Department of Transportation (TxDOT), the Metropolitan Transit Authority of Harris County (METRO), the City of Houston and Harris County—worked in tandem to develop Transtar and the many technological traffic management programs that will be run from it.



HOUSTON TRANSTAR



METRO



COMMAND CENTER

Houston Transtar, located at 6922 Old Katy Road near Loop 610 West, is the site from which many of the region's traffic management programs are controlled.

These include:

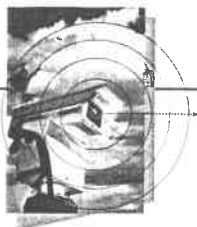
- Traffic Signalization Systems
- Freeway Management Systems
- Transit Management Systems
- Incident Management Systems
- Electronic Toll Collection Systems
- Electronic Transit Fare Payment Systems
- Smart Railroad Grade Crossing Systems
- Coordinated Emergency and Disaster Services
- Real-time Traveler Information Systems

Constructed in a contemporary architectural style that's in keeping with its forward-thinking mission, Transtar features facilities for traffic control, communications, METRO police and bus dispatch, telephone switching, office space and briefings during emergencies.

Transtar's operational costs are borne by all four member agencies. The center is being staffed by professionals from all four groups and an executive director, as well as representatives from the Harris County Sheriff's Department, the Houston Police Department, local emergency management groups and Metro Traffic, a private traffic reporting service that broadcasts traffic updates through the local media.

Unlike most other cities' traffic control facilities, Transtar combines personnel and operations from each agency under one management structure.

Only by minimizing administrative boundaries is it possible for the center to respond to its multiple missions effectively.



MAKING THE MOST OF OUR ROADWAYS

The Transtar team knows that building new roads and freeways isn't the only solution to traffic congestion. To control traffic in a way that maximizes the region's infrastructure of roadways and bridges, the four partners developed a system of programs—controlled from Transtar—that use sources such as sensors above and embedded in roadways, automatic vehicle locators, computerized traffic signals, advanced radio technology, video, telephones and personal computers to gather traffic information and direct commuters to the best route for reaching their destinations.

Because this information can be collected and disseminated so quickly, it is extremely useful to commuters. Fresh, accurate news about traffic conditions allows commuters to make educated decisions concerning the routes and methods they choose to reach their destinations.

From a variety of sources, commuters have access to continually revised route travel times, incident/accident reports, construction activities, weather and pavement conditions, traffic volumes, High Occupancy Vehicle (HOV) lane use, alternate routes, bus fares and payment methods, schedules and public transportation on-time performance.

GOOD SAMARITANS OF THE ROADWAY

They cruise Houston's freeway systems ready to help with flat tires and empty fuel tanks and assist with any other commuter nightmare. These guardian angels on wheels are part of Houston's Motorist Assistance Program (MAP).

This joint effort between the public and private sector started in 1989. It named the Houston Automobile Dealers Association with the Harris County Sheriff's Department, TxDOT, MFTRO and Houston Cellular.

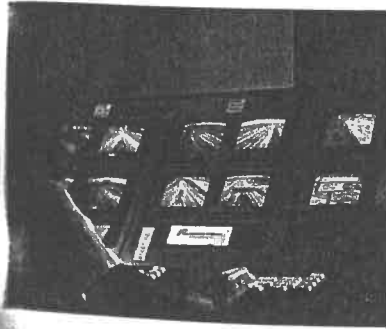
As more Transtar technologies come on-line, more incidents will be detected and Transtar will dispatch MAP vans to deal with them. MAP vans have

been equipped with an automatic vehicle locator system to improve the dispatching process.

MAP's 14 vans patrol about 45,000 vehicle miles and attend to an average of 2,200 incidents each month. More than 80 percent of all freeway incidents are detected by this service.

Houston Cellular donates air time to motorists who use cellular telephones to request MAP assistance or notify MAP of problems on regional freeways. There is no charge to motorists who need MAP's help.

To call MAP, dial 225-5627 (CALL-MAP). Cellular phone users can dial *MAP toll free.



GETTING THE GREEN LIGHT

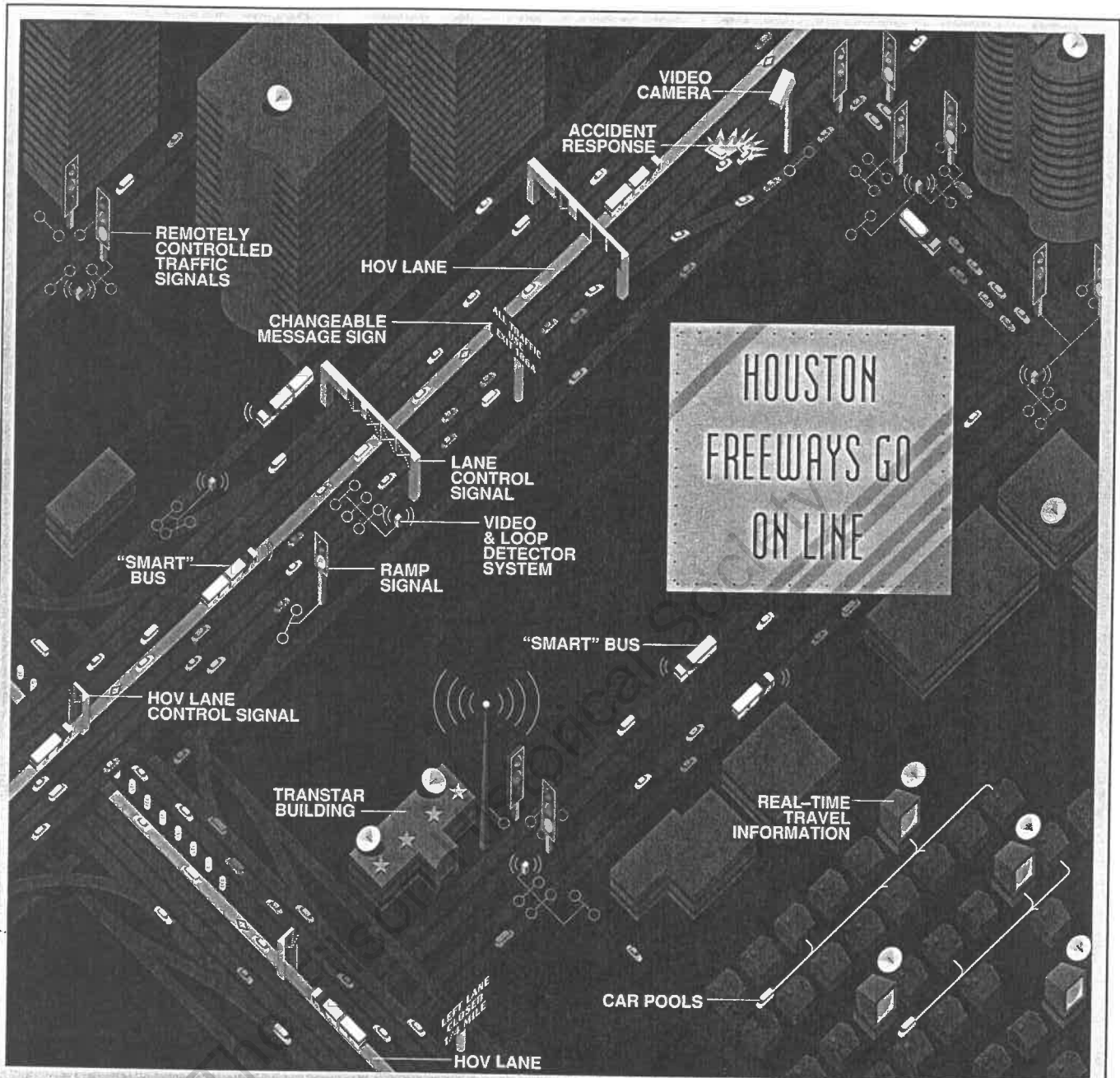
Traffic lights that talk to each other? Smart intersections? It's all part of the Regional Computerized Traffic Signal System (RCTSS).

The Transtar partners are working to computerize more than 3,000 traffic signals in the Houston area.

The Regional Computerized Traffic Signal System permits signal preemption for emergency vehicles as well as coordinated priority signal operation for buses that need to maintain schedules.

A benefit to motorists, this system will allow Transtar to change signal timing in response to traffic jams on freeways and arterial streets due to accidents or other delays. And response time to signal breakdowns will be improved.





All along Houston freeways motorists depend on giant changeable message signs to alert them to upcoming traffic congestion and provide alternate routes to avoid the problems. These message signs are just one element of the region's Computerized Freeway Management System.

This freeway corridor management system uses a collection of technologies that form three separate, but integrated subsystems. They include: 1) main lane freeway traffic management; 2) HOV lane

surveillance, communications and control; and 3) the frontage road signal coordination system.

The Computerized Freeway Management System uses some of the new technologies discussed in this brochure to monitor and, in some cases, control traffic flow. Eventually, the region will have more than 230 miles of computer managed systems in most major freeway corridors. By the end of 1995, 90 miles of the system had been

completed. The entire system is scheduled to be completed by 1998. In addition to the changeable message signs, elements of the system include:

- Vehicle detectors for measuring speed, occupancy and flow
- Highway advisory radio
- Video cameras
- Ramp signals
- Remotely controlled traffic signals
- Fiber optic communications network

LIFE IN THE FAST LANE

Each weekday more than 82,000 Houstonians cruise to and from work on one of Houston's High Occupancy Vehicle lanes. Each day 25,000 trips are made by METRO buses and 57,000 trips are made by carpools and vanpools using HOV lanes.

The region's HOV lane network, developed by TxDOT and METRO, is only a few years old but already it's internationally renowned. Transit managers and highway officials from Australia, Europe, Central and South America, have come to Houston to study this system.

While traffic congestion has risen during the past 12 years in most major cities, Houston has actually seen a steady decline, thanks in great part to the HOV lane network. During the rush hours, METRO's five HOV lanes move the same volume of passengers as 19 freeway main lanes. Some 35,000 additional vehicles would be on the main lanes if it were not for the HOV lane system.

Today, Houston has 63.6 miles of operating HOVs in five freeway corridors—the most extensive barrier-separated HOV lane network in the world. Twenty-five additional miles are under construction and 14.4 are under design.

A WIZARD ON WHEELS THE "SMART" BUS

- AUTOMATED FARE COLLECTION • AUTOMATIC NEXT STOP ANNOUNCEMENTS • SILENT SECURITY ALARM • RADIO • VEHICLE LOCATION • VEHICLE IDENTIFICATION
- HEADSIGNS • DOOR MONITOR
- AUTOMATIC PASSENGER COUNTING • INTELLIGENT TRANSPORTATION SYSTEM PROGRAMS
- AUTO FUEL MANAGEMENT

1996

A WIZARD ON WHEELS

THE "SMART" BUS

From all outward appearances it may look like an ordinary METRO bus, but beneath its skin is the technical stuff of a NASA space shuttle.

It's called the "Smart Bus" and it will help Transtar monitor traffic flow and roadway incidents, while providing riders with more efficient service.

At the core of the Smart Bus is its "nervous system," a network of on-board wiring that will provide electronic links between the various components of a bus. Included in the network is an advanced radio communications system that will transmit both voice and data messages throughout the region's transit system.

Built on "open architecture" principles, this advanced radio system can grow, much like a home stereo, to accommodate any number of high-tech functions and devices. An on-board computer serves as the smart bus' "brain." The computer and radio system, when combined, work together to collect and transmit current bus data. The result is greater safety for passengers, continuous monitoring of the on-time performance of each bus, and, through use of detailed data on bus ridership generated by Houston METRO's electronic fare boxes and passenger counters, an enhanced ability to distribute the bus fleet to serve the community better.

By providing real-time, on-the-street traffic information, the Smart Bus and its high-tech systems will be an invaluable component of Transtar's total transportation program.

EMERGENCY AND DISASTER RESPONSE TEAM

Hurricanes. Floods. Fires. Houston Transtar is unique among the nation's traffic control centers in that both the Harris County and City of Houston Offices of Emergency Management are located at the center. In a major emergency, service agencies in the Houston region will activate a management team to Transtar to dispatch and coordinate assistance.

This emergency management team will include representatives from law enforcement, fire, ambulance, utility, flood control, the Federal Emergency Management Agency and social service agencies such as the Red Cross.

By bringing together transportation and emergency management personnel under one roof—the building has its own independent source of electrical power—officials will have immediate access to vital information such as weather reports, flood conditions, road closures and evacuation plans. Tax dollars are saved through the use of common equipment, and life and property will be better protected through faster response times to rapidly changing emergency situations.

INTELLIGENT TRANSPORTATION SYSTEMS GET TO WORK

The Houston area is participating in a number of programs, sponsored by the U.S. Department of Transportation (USDOT), that utilize Intelligent Transportation System (ITS) programs. One of the main programs is:

PRIORITY CORRIDOR

USDOT has designated Houston as one of four priority corridors in the country that qualify under specific criteria set forth by Congress. The most important of these requirements is that Houston is considered a "severe nonattainment area" when it comes to low-level ozone in our air.

As a priority corridor, Houston serves as a test site for ITS projects. These Priority Corridor projects are the first contact many people have had with ITS services.

Eventually an infrastructure of ITS technologies and services will go on-line in Houston.

Plans for a multi-year program were completed in 1995; three early projects include:

- A closed circuit television system for traffic management near the Astrodome
- Enhancement of the freeway travel speed display system
- A dynamic lane assignment system for frontage roads that increases capacity



HELPFUL NUMBERS

Here's a list of useful phone numbers to Houston's transportation and emergency service agencies.

Houston Transtar

Administrative Offices 881-3000
<http://herman.tamu.edu/ghtemc.html>

City of Houston 247-1000

Street, Sign and Signal Repair 754-0600

Houston Police Department

Accident Division 247-4072
<http://www.ci.houston.tx.us>

Harris County 755-5000

Toll Road Authority
EZ Tag Store 875-1400

Traffic Signal Repair 881-3210

Harris County Auto

License and Title 224-1919

Sheriff's Department 221-6000

<http://www.co.harris.tx.us>

Metropolitan Transit Authority of

Harris County (METRO) 739-4000

METRO Police 224-COPS
(224-2677)

Bus Route and Schedule Information 635-4000

METROLift Information 225-0119

METRO Assistance Center 658-0180

<http://www.hou-metro.harris.tx.us>

Texas Department

of Transportation 802-5000

Traffic Signal Repair 802-5662

Division of Motor Vehicles 681-6637

Driver's License Information 681-6187

Road Construction Information 802-5074

<http://www.dot.state.tx.us>

HOV Lane Accidents CALL MAP
(225-5627)

Freeway Roadside Assistance CALL MAP
(225-5627)

Houston Cellular telephone users can dial
*MAP toll free.



OFFICE OF

MIKE CONLIFFE
JEFFERSON COUNTY ATTORNEY

531 COURT PL STE 1001
LOUISVILLE KY 40202

(502) 574-6336

FAX (502) 574-5573

MEMORANDUM

N. SCOTT LILLY
FIRST ASSISTANT

To: David L. Armstrong
County Judge/Executive

From: Scott Lilly *MSL*

Date: August 25, 1997

Re: "Metro Mayor" Proposal

Your memorandum of August 8 regarding the above matter has been directed to me for response. Essentially, you have requested this office review OAG 97-22 and provide you our legal analysis of the overall proposal and "... an assessment of the likely outcome of a court challenge to this proposed action by the Kentucky General Assembly." It is our opinion OAG 97-22 did not address several constitutional, statutory and common law issues and a legal challenge to the proposed "metro mayor" legislation could have merit.

There are three issues, two of which are related, that are conspicuously absent in the analysis set forth in OAG 97-22. The first issue is that OAG 97-22 does not address the relevance of Section 124 of the constitution to the opinion's fundamental premise that the County Judge's only constitutional power/duty as an executive officer is as a voting member of Fiscal Court. It is beyond cavil that the General Assembly may control the statutory powers and duties of the County Judge/Executive and the Fiscal Court constrained only by constitutional parameters. In this regard, however, reference is made to Section 124 of the state constitution, part of the 1976 judicial amendments, where it states, in pertinent part:

Nothing in such amended sections shall be construed to limit the powers otherwise granted by this constitution to the county judge as the chief executive, administrative and fiscal officer of the county, or to limit the powers otherwise granted by the constitution to the justices of the peace or county commissioners as executive

administrative and fiscal officers of a county, or of the fiscal court as a governing body of a county. (emphasis added).

When this language is considered in conjunction with the other constitutional sections referencing the office of County Judge, i.e., Sections 99 and 144, it certainly can be argued with some force that the County Judge has been constitutionally designated the “chief executive” officer of the county, both in the administrative and the fiscal sense. While the General Assembly could strip the County Judge of most of his statutory powers, it is apparent the legislature could not deprive such office of so much executive authority that it would effectively render meaningless the County Judge’s chief executive status. To do so would contravene the clear intent of Sections 99, 124 and 144 to repose such authority in the office of County Judge in a county governed by a fiscal court. In other words, given the clear implication of these constitutional provisions, the General Assembly could not emasculate the office of county judge to the extent it would be devoid of all executive authority.

Interestingly, a similar analysis was made by the old Court of Appeals in, Johnson v. Commonwealth, 291 Ky. 829, 165 S.W. 2d 820 (1942), a case involving a challenge by the Attorney General to legislation that permitted the various state agencies to employ outside counsel. The Attorney General argued, among other things, that the General Assembly was attempting to eliminate the inherent and constitutional powers of the Attorney General. Finding the legislation constitutional, the Court of Appeals held the General Assembly could legislatively dilute the Attorney General’s powers by assigning them to others but cautioned there were limits to this authority:

In conclusion, we are of opinion that, while the Attorney General possesses all the power and authority appertaining to the office under common law and naturally and traditionally belonging to it, nevertheless the General Assembly may withdraw those powers and assign them to others or may authorize the employment of other counsel for the departments and officers of the state to perform them. **This, however, is subject to the limitation that the office may not be stripped of all duties and rights so as to leave it an empty shell, for, obviously, as the legislature cannot abolish the office directly, it cannot do so indirectly by depriving the incumbent of all his substantial prerogatives or by practically preventing him from discharging the substantive things appertaining to the office.** (emphasis added). Id, 165 S.W. 2d at 829.

This analysis is even more compelling when viewed in light of Section 124's constitutional recognition of the county judge’s office as “the chief executive, administrative and fiscal officer of

David Armstrong
Memorandum
August 25, 1997
Page - 3 -

the county". In fact, even before the adoption of Section 124, the Court of Appeals reaffirmed the Johnson analysis with respect to the fiscal court as a body even where an urban-county government had been adopted in Lexington and Fayette County; see, Holsclaw v. Stephens, Ky., 507 S.W. 2d 462, 474, footnote 2 (1974). Therefore, if the "metro mayor" proposal intends to deprive the county judge's office of all executive, administrative and fiscal powers except as a voting member of fiscal court, there is legal precedent to argue the constitutional limitations on the General Assembly's authority will not permit such complete abrogation of the county judge's chief executive powers.

The second issue relevant to the "metro mayor" proposal which is not addressed by OAG 97-22 is the apparent conflict of interest a "metro mayor" would have as the chief executive of two separate governmental entities, one a creature of the constitution (Jefferson County) and the other a statutory creation whose existence depends on the good graces of the General Assembly (City of Louisville). Each government operates with vastly different legislative bodies, departmental structure, constituencies, statutory powers and duties, etc., yet it is proposed the two governments will be statutorily mandated to share an occupational license fee pool divvied up by the "metro mayor". How could such an executive possibly avoid an inherent conflict of interest when the "metro mayor" simultaneously must decide the budgets for both entities and the revenue each will receive from the available occupational fee pool? In essence, the "metro mayor" cannot keep from having divided loyalties and would be placed in the untenable position of robbing Peter to pay Paul. The fact each of the legislative bodies must approve their respective budgets as well as the division of the occupational fees does not alleviate the conflict. In the event of a disagreement over the division of revenue, who will negotiate the settlement? Ordinarily, the chief executive or his/her designee would conduct such negotiations but that obviously would be impossible under the "metro mayor" concept because such executive would have to negotiate with himself! Almost as absurd would be the appointment of negotiating teams by the legislative bodies for the purpose of advocating their "position" to the "metro mayor" who has already prepared one set of budgets and one proposed division of the occupational fee revenue and now must either come up with another plan, change the budgets or favor one governmental unit over the other.

Aside from the conflict issues raised just by the division of the occupational fees, it is also easy to discern how other conflicts of interest are bound to arise. For example, when the federal and/or state governments appropriate grant money for new police officers, or crime prevention programs, or new roads, or social services programs, all specifically designated for local governments, what executive hat will the "metro mayor" wear and for which government will he/she act as an advocate in competing for these funds? What role, if any, could a "metro mayor" have without a conflict of interest with respect to the proposed merger of the two police departments especially if the key issue is which government's department will have preeminence? Thus, it is

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apparent that merger of the city and county chief executive offices absent the overall merger of the governmental units themselves only breeds inherent and inextricable conflicts of interest.

A final issue, one which is really a legal corollary of the conflict of interest problem, is the question of common law, constitutional and statutory concepts of incompatibility of offices. The office of "metro mayor" concept would combine the executive functions of the Mayor of Louisville and the Jefferson County Judge/Executive essentially to allow one person to hold two offices. This concept, however, does not accommodate the General Assembly's statutory prohibition against the same person simultaneously holding a municipal and county office; see, KRS 61.080 (3); not to mention the general constitutional prohibition against incompatible offices or the common law doctrine of incompatibility. Because OAG 97-22 does not examine or consider the various forms of incompatibility as they may impact the proposed merger of the county and municipal executive offices, it is apparent the Attorney General was not concerned with incompatibility issues. We can only presume the Attorney General's lack of concern derives from the fact the "metro mayor" concept would have one person exercising the **combined** executive powers of two offices rather than actually holding two **separate** offices. Legally, however, it certainly can be argued this is a distinction without a difference since one person would still be serving two separate governmental masters, one a county and the other a municipality. Based upon constitutional, common law and statutory considerations evidenced by pertinent appellate decisions, the courts may be more skeptical of the "metro mayor" concept than is the Attorney General.

The framers of the state constitution recognized the evils inherent in most situations where one person serves two governmental masters and created Section 165 of the Kentucky Constitution delineating the incompatibility of certain public offices and employments. Although Section 165 does not directly address municipal/county office incompatibility, the implication is there and, in any event, KRS 61.080 (3) unarguably prohibits such dual incumbency. For the instant purposes, however, even if it is presumed a reviewing court would not hold there is a municipal/county office incompatibility implication in Section 165 and if it is further presumed the General Assembly could repeal KRS 61.080 (3) as part of the "metro mayor" legislative package, the dual executive concept is still difficult to reconcile with case law that specifically recognizes there are common law incompatibilities which exist in the absence of either Section 165 or KRS 61.080.

A number of appellate opinions long have recognized Section 165 and KRS 61.080 are not exhaustive of the incompatibility combinations and there exists a common law standard for incompatible offices. Generally, if two offices are inherently inconsistent or repugnant or if their simultaneous occupancy by the same individual is detrimental to the public interest, the two offices are functionally incompatible under the common law; see, e.g., Barkley v. Stockdell, 252 Ky. 1,

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66 S.W. 2d 43 (1934); Kerr v. City Louisville, 271 Ky. 335, 111 S.W. 2d 1046 (1938); Adams v. Com. ex rel. Buckman, Ky., 268 S.W. 2d 930 (1954). This common law standard of incompatibility clearly implicates the earlier discussed conflict of interest issue. As has been previously shown, it is not difficult to demonstrate the multiple conflicts the dual office would create and such conflicts succinctly prove the inherent inconsistency or repugnance of combining the two offices. Further, it can be argued that every executive decision which can be envisioned to create a conflict of interest or which can adversely impact either the city or the county constituency is sufficient proof the dual office concept is detrimental to the public interest. Thus, even if the General Assembly were to repeal KRS 61.080 (3) and Section 165 was judicially interpreted to be silent on the issue, the common law incompatibility of combining the two offices would be difficult for a reviewing court to ignore.

The foregoing issues, absent from the analysis set forth in OAG 97-22, could form the core of a legal challenge to the "metro mayor" proposal if it were implemented by the General Assembly. Predicting the success of such a lawsuit, however, is difficult to assess regardless of the merits of any given legal argument. With a novel issue such as this one, appellate courts are sailing in uncharted waters and are very unpredictable especially when it comes to the interrelated issues of the state constitution, government and elected officials. It would be safe to say the issue almost certainly would be decided by the Kentucky Supreme Court.

cc: Mike Conliffe

provisions, for the purposes of this amendment, and any other provision of the Constitution of Kentucky notwithstanding.

"(1) The Governor; Lieutenant Governor; Treasurer; Auditor of Public Accounts; Attorney General; Secretary of State; Commissioner of Agriculture, Labor and Statistics; Superintendent of Public Instruction; and Railroad Commissioners elected in 1991 shall be ineligible for election to the same office for the succeeding term. Those officers elected in 1995 shall be eligible for election to the next succeeding term.

"(2) The term of office of Commonwealth's Attorneys and Circuit Clerks elected in 1993 shall be for a single term of seven years. The regular election for those offices shall then be held in 2000 and every six years thereafter.

"(3) The term of office of District Judges, Mayors, County Judges/Executive, and local officers who regularly serve a four-year term and who are scheduled to be elected in 1993 shall be for a single term of five years. The regular election for those offices shall then be held in 1998 and every four years thereafter.

"(4) The term of office for local officers who regularly serve a two-year term and who are scheduled to be elected in 1993 shall be for a

single term of three years. The regular election for those offices shall then be held in 1996 and every two years thereafter.

"(5) The term of office for Circuit Judges and Judges of the Court of Appeals elected in 1999 shall be for a single term of seven years. The regular election for those offices shall then be held in 2006 and every eight years thereafter.

"(6) The term of office for mayor, magistrate, or other officer not specifically provided for in subsection (4) of this section elected in 1995 shall be extended for one year and subsequent elections for offices subject to the provisions of this subsection shall be held in even-numbered years.

"(7) No person holding elective office upon the effective date of this amendment shall have the duration of his current term extended. However, if the next election of any officer not specifically provided for in this section is scheduled to appear on the ballot in an odd-numbered year, the duration of that term of the officer elected shall be extended for one year. The election for any office subject to the provisions of this subsection shall subsequently be held in even-numbered years."

§ 99. County officers, justices of the peace, and constables — Election — Term.

At the regular election in nineteen hundred and ninety-eight and every four years thereafter, there shall be elected in each county a Judge of the County Court, a County Court Clerk, a County Attorney, Sheriff, Jailer, Coroner, Surveyor and Assessor, and in each Justice's District one Justice of the Peace and one Constable, who shall enter upon the discharge of the duties of their offices on the first Monday in January after their election, and who shall hold their offices four years until the election and qualification of their successors.

(Amendment, proposed by Acts 1984, ch. 35, § 1, and ratified, November, 1984; amendment, proposed by Acts 1992, ch. 168, § 15, and ratified November 3, 1992.)

Compiler's Notes. The General Assembly in 1992 (Acts 1992, ch. 168, § 14) proposed an amendment to the Constitution which amendment was ratified by the voters at the regular election November 3, 1992. Prior to the amendment this section read as set out in the bound volume.

Section 19 of Acts 1992, ch. 168 provided: "It is further proposed as a part of this amendment and as a schedule of transitional provisions, for the purposes of this amendment, and any other provision of the Constitution of Kentucky notwithstanding:

"(1) The Governor; Lieutenant Governor; Treasurer; Auditor of Public Accounts; Attorney General; Secretary of State; Commissioner of Agriculture, Labor and Statistics; Superintendent of Public Instruction; and Railroad Commissioners elected in 1991 shall be ineligible for election to the same office for the succeeding term. Those officers elected in 1995 shall be eligible for election to the next succeeding term.

"(2) The term of office of Commonwealth's Attorneys and Circuit Clerks elected in 1993 shall be for a single term of seven years. The regular election for those offices shall then be held in 2000 and every six years thereafter.

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Compiler's Notes. The General Assembly in 1974 proposed (Acts 1974, ch. 84, §§ 1-3) the repeal of sections 109 to 139, 141 and 143 of the constitution and the substitution in lieu thereof new sections 109-124. This amendment was ratified by the voters at the regular election in November, 1975 and be-

came effective January 1, 1976.

Opinions of Attorney General. As a result of the repeal of the former language of this section, the Rules of Criminal Procedure now control the style of judicial processes. OAG 76-230.

§ 124. Conflicting provisions. — Any remaining sections of the constitution of Kentucky as it existed prior to the effective date of this amendment which are in conflict with the provisions of amended sections 110 through 125 are repealed to the extent of the conflict, but such amended sections are not intended to repeal those parts of sections 140 and 142 conferring nonjudicial powers and duties upon county judges and justices of the peace. Nothing in such amended sections shall be construed to limit the powers otherwise granted by this constitution to the county judge as the chief executive, administrative and fiscal officer of the county, or to limit the powers otherwise granted by the constitution to the justices of the peace or county commissioners as executive, administrative and fiscal officers of a county, or of the fiscal court as a governing body of a county.

Compiler's Notes. The General Assembly in 1974 proposed (Acts 1974, ch. 84, §§ 1-3) the repeal of sections 109 to 139, 141 and 143 of the constitution and the substitution in lieu thereof new sections 109-124. This

amendment was ratified by the voters at the regular election in November, 1975 and became effective January 1, 1976.

Cited: Peers v. Davis, 573 S.W.2d 331 (Ky. 1978).

§§ 125—138. Circuit courts. [Repealed.]

Compiler's Notes. These sections were repealed by the proposal of the General Assembly (Acts 1974, ch. 84, §§ 1-3) which was ratified by the voters at the regular election in

November, 1975 and became effective January 1, 1976. For present law see Const., §§ 112, 117-123.

QUARTERLY COURTS

§ 139. Quarterly court for each county — Jurisdiction — County judge to preside. [Repealed.]

Compiler's Notes. This section was repealed by the proposal of the General Assembly (Acts 1974, ch. 84, §§ 1-3) which was rati-

fied by the voters at the regular election in November, 1975 and became effective January 1, 1976.

COUNTY COURTS

§ 140. County court for each county — Judge — Compensation — Commission — Removal. — There shall be established in each county now existing, or which may be hereafter created, in this State, a Court, to be styled the County Court, to consist of a Judge, who shall be a conservator of the peace, and shall receive such compensation for his services as may be prescribed by law. He shall be commissioned by the Governor, and

case to be tried, and, unless it is a localized action, the question of jurisdiction of the subject matter is not involved. *Cushing v. Doudistal*, 278 Ky. 779; 129 S.W.2d 527 (1939).

18. Warrants.

While a statute provided that any justice of the peace might issue a search warrant, this did not mean that a justice in one county might issue a warrant to search premises in another county. *Coleman v. Commonwealth*, 219 Ky. 139, 292 S.W. 771 (1927).

Any justice of the peace in the county where land lies may issue a distress warrant against the land. *Rothenburger v. Dix*, 254 Ky. 107, 71 S.W.2d 30 (1934).

Magistrate who knew what constituted probable cause was not disqualified to issue search warrant by the fact that he had not read recent Supreme Court cases dealing with search warrants nor had he committed the Fourth Amendment to memory. *Stephens v. Commonwealth*, 522 S.W.2d 181 (Ky. Ct. App.), cert. denied, 423 U.S. 895, 96 S. Ct. 195, 46 L. Ed. 2d 127 (1975).

POLICE COURTS

§ 143. Police court may be established in each city — Jurisdiction. [Repealed.]

Compiler's Notes. This section was repealed by the proposal of the General Assembly (Acts 1974, ch. 84, §§ 1-3) which was rati-

fied by the voters at the regular election in November, 1975 and became effective January 1, 1976.

FISCAL COURTS

§ 144. Fiscal Court for each county — To consist of justices of the peace or commissioners, and county judge — Quorum. — Counties shall have a Fiscal Court, which may consist of the Judge of the County Court and the Justices of the Peace, in which Court the Judge of the County Court shall preside, if present; or a county may have three commissioners, to be elected from the county at large, who, together with the Judge of the County Court, shall constitute the Fiscal Court. A majority of the members of said Court shall constitute a Court for the transaction of business. But where, for county governmental purposes, a city is by law separated from the remainder of the county, such Commissioners may be elected from the part of the county outside of such city.

Cross-References. County judge pro tem may preside over fiscal court, KRS 67.040. Fiscal courts, KRS ch. 67.

Northern Kentucky Law Review. Notes, County Government — Home Rule — The General Assembly Must Grant Governmental Powers to Fiscal Courts "With the Precision of a Rifle Shot and Not With the Casualness of a Shotgun Blast" — Fiscal Court v. City of Louisville, 559 S.W.2d 478 (Ky. 1977), 5 Northern Ky. L. Rev. 107 (1978).

Opinions of Attorney General. The county judge has the same powers as other members of the fiscal court. OAG 61-1053.

The county court and judge, and not the fiscal court, has power to set weight limits and other restrictions for motor vehicles. OAG 64-14.

The fiscal court cannot validly pass orders or resolutions by secret vote of the members. OAG 65-517.

Where the county judge resigned prior to the termination of his office, a majority of the original fiscal court at its next regular meeting could elect one of their number to preside over the fiscal court meeting. OAG 69-631.

The division of reclamation (now Department for Surface Mining Reclamation and Enforcement) of the department of natural resources, under the supervision of the commissioner of that department, is vested with the power to exercise general supervision and administration and enforcement of KRS ch. 350 and all rules and regulations promulgated thereunder. This chapter contains no authority for a fiscal court to enact resolutions dealing with strip mining and since this

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ler v. City of Owensboro, 343 S.W.2d 398 (Ky. Ct. App. 1961).

The leasing of property owned by a city in a proprietary capacity does not constitute the granting of a franchise. Baird v. City of Adairville, 426 S.W.2d 124 (Ky. Ct. App. 1968).

A lease of land for temporary purposes does not constitute a franchise within the meaning of this section. Porter v. Hospital Corp. of Am., 696 S.W.2d 793 (Ky. Ct. App. 1985).

32. —License.

A resolution of the board of trustees of a town to let a telephone company put up telephone poles on certain streets, though acted upon by the company, is not the grant of a franchise within the provisions of this section but is a mere license, which may be with-

drawn at any time, and hence a license fee may be imposed on the company by the municipality for such use. Cumberland Tel. & Tel. Co. v. Calhoun, 151 Ky. 241, 151 S.W. 659 (1912).

Where a city, without complying with the provisions of this section, granted to a telephone company the privilege of installing and operating a telephone exchange, such privilege was not a valid franchise but a mere revocable license. Bastin Tel. Co. v. Mount, 176 Ky. 26, 195 S.W. 112 (1917).

An operator of a public utility in a town is a mere licensee and may be subject to an occupation tax where it has not obtained a franchise pursuant to the terms of this section. City of Hodgenville v. Gainesboro Tel. Co., 237 Ky. 419, 35 S.W.2d 888 (1931).

§ 165. Incompatible offices and employments. — No person shall, at the same time, be a state officer or a deputy officer or member of the General Assembly, and an officer of any county, city, town, or other municipality, or an employe thereof; and no person shall, at the same time, fill two municipal offices, either in the same or different municipalities, except as may be otherwise provided in this Constitution; but a Notary Public, or an officer of the militia, shall not be ineligible to hold any other office mentioned in this section.

Cross-References. Incompatible offices, Const., §§ 44, 237; KRS 61.080.

Opinions of Attorney General. The position of probation and parole officer in the state department of welfare must be considered a state office or deputy state office which would make it incompatible with the office of mayor, which is a municipal office. OAG 60-57.

There are no statutory or constitutional prohibitions against a person holding a county office and state employment at the same time, but they may be incompatible under the common law. OAG 60-106.

There is no constitutional or statutory incompatibility in a person's holding two county offices. OAG 60-337.

Although there is no statutory or constitutional prohibition against a person holding a municipal office and state employment at the same time, there is the possibility that there may be a common-law incompatibility where it is physically impossible to perform the duties of both positions with care and ability. OAG 60-443.

The fact that the two offices are incompatible would not prevent the present sheriff from becoming a candidate for state representative. OAG 60-455.

The offices of sheriff and state representative are incompatible. OAG 60-455.

Membership on the McLean County board

of education is not incompatible with the position of teacher of vocational agriculture in Muhlenberg County. OAG 60-901.

Although the positions of county director of pupil personnel and city director of pupil personnel are not incompatible as such, they are incompatible in fact because KRS 159.140(1) requires that a director of pupil personnel must devote his entire time to his duties, which he could not do if he held such positions. OAG 60-1027.

This section does not prohibit the concurrent holding of the positions of commonwealth attorney and membership on a social service advisory committee. OAG 60-1060.

There would be no violation of this section where city officeholders are made ex officio members of a city commission by statute. OAG 60-1228.

Since a magistrate is a county officer and a teacher is a state employe, there is not constitutional, statutory, common-law or functional incompatibility between the two offices. OAG 60-1245.

Membership on a board of education is incompatible with the office of magistrate. OAG 61-212.

There is no statutory or constitutional incompatibility between the position of teacher and the office of county commissioner, but there may be a common-law incompatibility. OAG 61-292.

NOTES TO DECISIONS

1. Construction.

The plain meaning of this section when construed as KRS 446.130 requires the court to construe it is that no person while serving as a member of a state administrative board or commission, including the state real estate commission, can become a candidate for pub-

lic office. *Fink v. Celletti*, 616 S.W.2d 38 (Ky. 1981).

Collateral References. 63A Am. Jur. 2d, Public Officers and Employees, §§ 64, 66, 68, 73.

67 C.J.S., Officers and Public Employees, § 27.

61.080. Incompatible offices. — (1) No person shall, at the same time, be a state officer, a deputy state officer or a member of the General Assembly, and an officer of any county, city or other municipality, or an employee thereof.

(2) The offices of justice of the peace, county judge/executive, surveyor, sheriff, deputy sheriff, coroner, constable, jailer and clerk or deputy clerk of a court, shall be incompatible, the one (1) with any of the others. The office of county judge/executive and county school superintendent are incompatible.

(3) No person shall, at the same time, fill a county office and a municipal office.

(4) No person shall, at the same time, fill two (2) municipal offices, either in the same or different municipalities.

(5) The following offices shall be incompatible with any other public office:

- (a) Member of the Public Service Commission of Kentucky;
- (b) Member of the Workmen's Compensation Board;
- (c) Commissioner of the fiscal court in counties containing a city of the first class;
- (d) County indexer;
- (e) Member of the legislative body of cities of the first class;
- (f) Mayor and member of the legislative body in cities of the second class; and
- (g) Mayor and member of council in cities of the fourth class.

(6) No office in the Kentucky active militia shall be incompatible with any civil office in the Commonwealth, either state, county, district or city. (912, 1851b-8, 2711a-1450, 2768, 3043, 3107, 3484, 3746, 3952-4, 4921: impl. am. Acts 1942, ch. 4, § 13; 1978, ch. 379, § 56, effective April 1, 1979.)

Cross-References. Adjutant general's office not incompatible with commission in national guard, KRS 36.030.

County or regional housing member, KRS 80.440.

Extension board members, except county judge/executive, KRS 164.660.

Incompatible offices, Const., §§ 165, 237.

Militia, officer in may hold civil office, Const., § 165.

Notary public may hold other office, Const., § 165.

Regents for state colleges may hold other public office, KRS 164.321.

Representative, state, Const., §§ 44, 165.

Restrictions on the right of certain officers to hold other offices:

Artificial gas commission members, KRS 96.545.

Board for municipal electric plant, KRS 96.740.

Cities of the first class:

Building commissioners, KRS 98.060.

Civil service board members, KRS 90.120.

Waterworks, member of board of, KRS 96.240.

Cities of the second class:

Bridge commissioner, KRS 181.600.

Cities of the third class:

MEMORANDUM

JEFFERSON COUNTY

TO: MIKE CONLIFFE
JEFFERSON COUNTY ATTORNEY

FROM: DAVID L. ARMSTRONG
JEFFERSON COUNTY JUDGE/EXECUTIVE

DATE: AUGUST 8, 1997

RE: OAG 97-22 – LEGAL ANALYSIS OF THE
“METRO MAYOR” PROPOSAL

Earlier this week, I received a copy of OAG 97-22, which offers the Attorney General's analysis of Senator Shaughnessy's "metro mayor" proposal. The Attorney General concludes that this proposal can be accomplished by action of the General Assembly.

By this memo, I request that you and your staff review the four questions raised on page one of OAG 97-22 (copy attached) and the analysis and conclusions of the Attorney General. Please provide me with your legal analysis of these four questions and your conclusions, including an assessment of the likely outcome of a court challenge to this proposed action by the Kentucky General Assembly.

Thank you in advance for your attention to this request.

C:  N. Scott Lilly
First Assistant County Attorney



COMMONWEALTH OF KENTUCKY
OFFICE OF THE ATTORNEY GENERAL

ALBERT B. CHANDLER III
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(502) 696-5300
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OAG 97-22

July 28, 1997

Subject: City of Louisville and Jefferson County government

Requested By: State Senator Tim Shaughnessy, District 19 (Jefferson)

Written By: Scott White, Assistant Deputy Attorney General

Syllabus:

1. The General Assembly may create a new municipal office, "city - county mayor executive," and assign all executive power of the Jefferson County judge/executive and mayor of Louisville to that new office.
2. The office "mayor of Louisville" may be abolished by the General Assembly.
3. An Act of the General Assembly is required to effect the creation of the new municipal office, and reassign and assign duties to that office.
4. The General Assembly may prescribe method by which city and county must divide revenue from occupational license fees.

Statutes Cited: 67.080(3), 67.710, 68.180, 79.310, 79.315, 79.325, 81.410, 83.430, 83.530, 83.580, 83A.160 and 91.200

Constitutional Provisions Cited: 59, 60, 91, 99, 107, 144, 156a, 160, 180 and 181

OAG 97-22

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Opinion of the Attorney General

We have been asked four questions by Senator Tim Shaughnessy pertaining to the municipal government of the city of Louisville and Jefferson County. Presently, certain aspects of the governance of our largest city and county are based upon a compact due to expire in July, 1998. In anticipation of that event, as well as the recent (1994) amendments to our Commonwealth's Constitution relating to local government, Senator Shaughnessy has proposed a possible new framework for the exercise of executive power and allocation of collected occupational license fees in Louisville - Jefferson County. He asks our opinion as to whether this proposal is constitutional and, if so, the method by which the proposal can be put into effect. We answer these questions in accordance with KRS 15.025(2) — public questions of law posed by a member of the Legislature. To our knowledge, there have been no appellate decisions construing the constitutional provision we interpret here, and this is the first Opinion of the Attorney General analyzing its effect.

The proposed plan

Senator Shaughnessy has proposed a new plan of government for the city of Louisville and Jefferson County (the "proposal"). In essence, he proposes the abolition of the office of mayor of Louisville, and the reassignment of that executive power to a new office¹, as well as the reassignment of the executive power of the Jefferson County judge/executive to that new office. The legislative power of the city would remain with the Board of Aldermen; and, the legislative power of the county would remain with the fiscal court. The county judge/executive would remain a member of the fiscal court, and, as any other member, be permitted to vote.² Since both the city and county would each retain separate legislative powers, then this is not a merger. The city-county mayor executive would be elected for a four-year term by the registered voters of Jefferson County. *See, Ky. Const. Sec. 160* (terms for mayors) and *Sec. 99* (terms for county judge/executives). As to budgets, the city-county mayor executive would propose a separate budget for the city and county to be approved by their respective legislative bodies, and a third budget, to be approved by each

¹To be called "city - county Mayor Executive."

²Note KRS 67.080(3) — a fiscal court cannot exercise any executive power unless given by statute.

OAG 97-22

Page 3

legislative body, on the disposition of the occupational tax revenue collected by each political unit.³

Analysis

We believe that the creation of a new municipal office is permitted under new Sec. 156a. It provides "The General Assemble may provide for the *creation, . . . functions . . . and officers* of cities." *Id.* (emphasis added). Thus, the General Assembly has the power to create, and prescribe the duties of, a new city-county mayor executive.

The General Assembly already has the power to prescribe for the executive power of counties. The powers and duties of a county judge/executive are limited to those enumerated in the Constitution and those prescribed by the General Assembly. *Bath Co. v. Daugherty*, 113 Ky. 518, 68 S.W. 436, 437 (1902). The only power/duty conferred by the Constitution is that the county judge is a member, with voting power, of the fiscal court. *Ky. Const. Sec. 144; Bath Co., supra*; and, *Breathitt Co. v. Hagins*, 211 Ky. 391, 277 S.W. 469 (1925). The powers and duties of fiscal court members are limited to those conferred by the General Assembly since the Constitution confers none. *Hogge v. Rowan Co. Fiscal Court*, 313 Ky. 387, 231 S.W.2d 8 (1950). Thus, the General Assembly is well within its power to remove all the powers, except membership on the fiscal court, from the Jefferson County judge/executive, and reassign them to the new office.⁴

Likewise, the powers and duties of a mayor derive from the General Assembly. There is no constitutional provision setting out any power or duty of a mayoral office. As such, it is for the General Assembly to provide them. *Ky. Const. Sec. 156a; and, see, Brown v. Barkley*, 628 S.W.2d 616, 621-622 (Ky. 1982) (court held that powers of Sec. 91 state constitutional officers with exception of attorney general, could only be provided by General Assembly since no powers were enumerated).

³As a general statement it can be said that the authority under which the proposal is made is quite broad. New Sec. 156a of the Kentucky Constitution provides "The General Assembly may provide for the . . . government . . . of cities." Thus, it is with this level of power that we begin our analysis.

⁴Moreover, Sec. 107 provides the General Assembly the power to create other county offices for a term not to exceed four years. This would also implicitly include the ability to set out the powers and duties of the new county office.

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The General Assembly also has the power to abolish the office of mayor of Louisville. The office of mayor is not a constitutionally required office. Ky. Const. Sec. 160.⁵ That section does, however, clearly *envision* that a city would have a mayor or "chief executive." Thus, it is unlikely that, even under Sec. 156a, the General Assembly could simply abolish the executive power of a municipality. Moreover, KRS 83.430, a part of the Home Rule legislation of 1972, requires an executive department for cities of the first class (of which Louisville is the only one).⁶ But this is not what Senator Shaughnessy suggests. Rather, he suggests the consolidation of the executive power of the city and county. Since there would be a "chief executive" wielding the city's executive power, we believe any requirement for an executive city office has been satisfied.

Sec. 156a, by its plain language, provides the General Assembly with the power to prescribe the powers and duties of the newly created office of city-county mayor executive. As noted in footnote 6, this will require amendments to the pertinent revised statutes.

Senator Shaughnessy's proposal only deals with Louisville-Jefferson County, and does not intend to create a law of general applicability Commonwealth-wide. This proposal necessarily abolishes one municipal office, mayor of Louisville, and strips another office, Jefferson County judge/executive, of executive power. This raises the specter of Sections 59 and 60 — constitutional provisions prohibiting special or local legislation. That is, is it constitutional for the General Assembly to consolidate the executive power of a county, exercised through its county judge executive, with that of a city in a newly created municipal office that is allowable only in one county and city? The answer is yes.⁷

⁵Contrast Sec. 160 with Sec. 99 which requires the election of a judge of the county court. There is no comparable language for a mayor in Sec. 160. As noted earlier, the office of county judge executive is retained in the proposal, although it would have no executive powers.

⁶KRS 83.530, enacted in 1972 - prior to the adoption of Sec. 156a - vests the executive power of cities of the first class in a mayor. Due to this, it is our opinion that in order for the proposal to be clear and not in conflict with existing statutes, this would have to be repealed. As will also be seen on reallocation of powers, KRS 67.710 "Powers of County Judge Executive" and KRS 83.580 "Powers of Mayor (Cities of First Class)" will likewise require amending.

⁷Of course, Sec. 156a requires all legislation to apply equally to all cities of a given class. Thus, the proposed legislation will need to pertain to cities of the first class and counties in excess of a particular population. The legislation simply cannot name Louisville and Jefferson County — but, rather, cities of the first class and counties in excess of a particular population.

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In *Jefferson Co. Merit Bd. v. Bilyeu*, 634 S.W.2d 414 (Ky. 1982), the Supreme Court, in an opinion authored by Chief Justice Stephens, held that the exemption of counties with a population in excess of 600,000 from aspects of an otherwise statutorily required police merit system for all counties did not violate sections 59 and 60 of the Constitution. The court noted that the purpose underlying these two sections was to "... require that all laws upon a subject shall operate alike upon all individuals and corporations." See also, *Tri-City Turf Club v. Cabinet*, 806 S.W.2d 394 (Ky. App. 1991), and *Miles v. Shauntee*, 664 S.W.2d 512 (Ky. 1983). The court, in its analysis, extended the rule that local legislation dealing with the government of *cities* is constitutional under sections 59 and 60 to *counties*.⁸ As the court said:

If a questioned statute deals with a particular classification of a governmental entity based on population alone, it is constitutional under Sections 59 and 60 if (1) it deals with the organization or incidents of government, or (2) it bears a reasonable relation to the purpose of the Act. (Citations omitted). If the statute complies with *either* requirement, it is constitutional.

634 S.W.2d at 416 (emphasis supplied). Since the consolidation of executive power into a new office deals with the organization of government it is constitutional under Sections 59 and 60.⁹

As noted throughout this Opinion, the method to effect these changes will need to be through an Act of the General Assembly since it involves the creation of a new municipal office and the consolidation of executive power amongst a city and a county. Sec. 156a plainly grants this power only to the legislature, or where the power is delegated by the General Assembly to local governments. *Ky. Const. Sec. 60*, and *Payne v. Davis*, 254 S.W.2d 710 (Ky. 1953). See, e.g., *KRS Chapter 67A "Urban-County Government," KRS 81.410 et. seq. "Merger of Cities" and KRS 83A.160 "Change in Form of Government."* Since the General Assembly has not delegated the power to create a new office and the

⁸Local legislation dealing with city government was first allowed in *Mannini v. McFarland*, 172 S.W.2d 631 (Ky. 1943).

⁹*Cf. Miles v. Shauntee, supra*, where court ruled that the application of the Uniform Residential Landlord and Tenant Act to only Jefferson and Fayette counties violated Sections 59 and 60. This did not deal with the "organization or incidents of government."

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consolidation of executive power to local entities, then it is only the General Assembly that can effect this proposal.

The next issue raised by Senator Shaughnessy pertains to the appropriation of the occupational license fees collected by both the city and the county. In KRS 68.180, the General Assembly allowed counties with a population in excess of 300,000 to impose license fees on occupations¹⁰; and, in KRS 91.200 the same power was granted to cities of the first class (again, Louisville being the only one). In 1986, the General Assembly enacted a statutory scheme which required cities of the first class and counties containing such cities, i.e. Louisville and Jefferson County, to enter into a "compact" to "... provide a framework for cooperation between the city and the county" KRS 79.310(1).¹¹

Pertinent to our analysis is that certain matters were required to be agreed upon and made a part of the compact. KRS 79.315. One of these was the disposition of the occupational license fees collected by the city and county. *Id.* at (2). KRS 79.325 sets forth the required manner in which the collected occupational license fees are to be allocated to the city and county for their appropriation. Thus, at present, the General Assembly has provided for both the collection of these fees and the manner in which they are to be divided amongst the two municipal governments.

We believe that, as it did in KRS 79.325, the General Assembly can provide the manner in which the collected occupational license fees are to be allocated. *Ky. Const. Sections 156a, 180 and 181.* We see no obstacle to the proposal's plan to have the city-county mayor executive submit a budget for this fund to both the Board of Aldermen and fiscal court for their approval. Sen. Shaughnessy has indicated that the purpose for this is to enable the development of a single vision for the expenditure of these funds to benefit the county and the city. This is certainly in the tradition of KRS 79.310. Of course, the statutory scheme

¹⁰In *Kripper v. Fiscal Court*, 346 S.W.2d 766 (Ky. 1961), this statute was deemed constitutional and not violative of Sections 59 and 60. The court relied on *Sims v. Bd. of Ed. of Jefferson Co.*, 290 S.W.2d 491 (Ky. 1956), which held that a similar fee scheme was in essence a tax which was authorized by Sec. 181 of the Constitution, and did not violate Sections 59 and 60. *See also, City of Louisville v. Sebree*, 308 Ky. 420, 214 S.W.2d 248 (1948) (Sections 59 and 60 not implicated since tax power was given to all classes of cities).

¹¹This statutory scheme sunsets in July, 1998.

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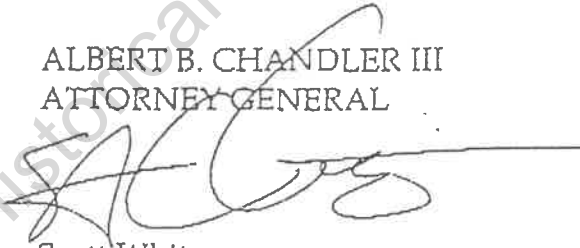
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embodying this proposal will need to provide a mechanism by which disagreements are resolved.

Conclusion

To summarize, it is the opinion of this Office that the proposal of Senator Shaughnessy to consolidate the executive power of the mayor of Louisville and Jefferson County judge/executive into one new office, abolish the office of mayor, retain the judge/executive only as a voting member of fiscal court and retain the legislative bodies of the city and county with separate budgets and a joint occupational license fee budget is constitutional and can only be made effective via an Act of the General Assembly.

ALBERT B. CHANDLER III
ATTORNEY GENERAL



Scott White
Assistant Deputy Attorney General

The Filson Historical Society

J. J. B. HILLIARD, W. L. LYONS, INC.

MEMBER NEW YORK STOCK EXCHANGE, INC.

HILLIARD LYONS CENTER

P.O. BOX 32760

LOUISVILLE, KENTUCKY 40232-2760

ESTABLISHED 1854

TELEPHONE
502-588-8400

August 28, 1997

Mr. David Hawpe
The Courier Journal
525 West Broadway
Louisville, Kentucky 40202

Dear David:

I read your editorial criticizing David Armstrong in the August 24, 1997 edition of the paper. The article was harsh and contained an inaccurate statement about the financing of the Convention Center for which I acted as Financial Advisor. I am the co-manager of Public Finance at Hilliard Lyons. I would also like to make some comments on leadership from my perspective.

As a Financial Advisor, I have worked with numerous city and county governments, school districts, hospitals, universities, state government and various not-for-profit organizations. In that capacity, I have witnessed the complete array of public leadership. In my opinion, David Armstrong has provided excellent leadership. I will list four examples of that leadership.

1. **Budget Surpluses** -- Jefferson County has had a budget surplus in each of the seven years of Judge Armstrong's tenure. In contrast, the County had a budget shortfall in seven of the previous eleven years prior to Judge Armstrong's arrival.
2. **University of Louisville Stadium** -- Jefferson County and the City of Louisville put their respective credit behind the bonds issued to complete the financing of the stadium. The County and City did this so that the financing could be completed and done so efficiently.
3. **Convention Center** -- Jefferson County passed a transient room tax without which the state would not have contributed \$25,000,000 toward the project completion. In short, the tax permitted the Convention Center project.
4. **Budget Shortfall** -- When David Armstrong became County Judge Executive, he faced a \$10,000,000 balloon debt payment beginning in the year 1998 because a significant amount of county debt had been back loaded with the bill coming due in 1998 and beyond. His administration quickly began to deal with this problem seven years ago and is now in a position to handle the balloon payments.

Page Two

In the meantime, the rating of the county's debt has been upgraded by both Moody's Investors Service and Standard & Poor's Corporation. I consider all of the above to be examples of true leadership.

There was an inaccurate statement in your editorial concerning the Convention Center when you said that local corporations were needed to assist in the completion of that financing. I acted as Financial Advisor to the Louisville and Jefferson County Visitors and Convention Commission, which issued the bonds, in the financing of the expansion of the Convention Center. The transaction involved a four phase financing that included a first lien, second lien, third lien and fourth lien on a transient room tax which has a specific cutoff date. As you can imagine, it is very difficult to find buyers of inferior lien bonds. There were offers of assistance from a number of local corporate citizens, at my suggestion, however none were used. The transactions stood on their own and were placed with sophisticated bond buyers without the assistance of local corporations.

Please call with questions or if you would like additional information on the Convention Center transactions.

Sincerely,



Sam Conner
Senior Vice President
Public Finance Department

www.louisvilleky.gov/convention/council2

EDWARD E. MANASSAH
PRESIDENT & PUBLISHER

The Courier-Journal

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DAVID V. HAWPE
EDITOR & VICE PRESIDENT

August 28, 1997

Mr. Sam Conner
J.J.B. Hilliard, W.L. Lyons, Inc.
Louisville, Ky. 40232

Fax: 588-8470

Dear Sam,

Post-it® Fax Note	7671	DATE	8/28/97	# of pages	1
To	Sam Conner	From	David Hawpe		
Co./Dept.	Hilliard & Lyons	Co.	Courier-Journal		
Phone #		Phone #	502-46663		
Fax #		Fax #	502-46666		

I don't disagree with you that Dave Armstrong has accomplished good things as county judge. I thought I made that clear in the column. I think highly of him, and I like him personally. I believe he has failed to lead on the merged-government issue.

With respect to financing the Convention Center expansion, in the column I asked why the project had to "turn to local businesses to help secure bonds..." I was told, and your letter to me confirmed, that those financing the project did at one point turn to corporate citizens as potential guarantors.

My point was, if the county had embraced this project fully as a community-wide priority and offered more support for it, either directly or indirectly, then it wouldn't have been necessary at any point to contemplate down-the-line guarantees from business types.

It's also true that, if Fiscal Court had been willing to pass a higher tax, we could have had a combination facility that included a domed arena, which everybody now looks back in hindsight and wishes we had. I believe stronger leadership could have overcome the objections of hoteliers like Mr. Schneider.

In any case, thanks for the letter.

I certainly don't want to be seen as an Armstrong detractor. I'm just a person who believes he can, and should, move us forward on the issue of merged government, in cooperation with the mayor.

Cordially,

David V. Hawpe
David V. Hawpe



File

RESOLUTION NO. 140 SERIES 1997

A RESOLUTION OF THE LOUISVILLE BOARD OF ALDERMEN EXPRESSING SUPPORT FOR CONTINUATION OF THE LOUISVILLE-JEFFERSON COUNTY COMPACT

SPONSORED BY Magre/Butler

WHEREAS, the City of Louisville and the County of Jefferson entered into a Cooperative Compact in 1986, which provided for the sharing of occupational taxes between the governments for providing countywide services and a moratorium on annexations in the county; and

WHEREAS, the Compact had a twelve year term and is to end June 30, 1998, unless the City and County are authorized to renew it by the Kentucky Legislature; and

WHEREAS, the House of Representatives of the Kentucky Legislature has requested that the City and County proposal on renewal of the Compact be presented to them on or before September 30, 1997;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF LOUISVILLE:

SECTION 1. That the Board of Aldermen supports the continuation of the Louisville-Jefferson County Compact with the current formula for sharing occupational taxes and a continued moratorium on annexations in the county. The Board recommends that the Mayor and County Judge consider proposing either another twelve year term for the Compact or no sunset provision at all recognizing that when it was originally proposed, the Compact's goal was to give the community time to consider other governmental organizations. The Board believes that explorations of alternative forms of organizing local government during the past twelve years have not resulted in any proposal more acceptable to the community than the Compact.

SECTION 2. That the Board of Aldermen supports the continuation of the assignment of agencies to one government or the other for funding while providing countywide services as contained in the 1986 Compact subject to any adjustments made necessary by experiences during the twelve years of operation. The Board anticipates any such adjustments to be consistent with the basic goal of the original Compact to require accountability of the agency through its budget.

SECTION 3. That the Board of Alderman requests the Mayor and County Judge to consider expanding the number of agencies assigned to one or the other government for funding while providing countywide service. The Board recognizes that the City and County have authority under current state law to implement decisions regarding the funding of joint agencies separate from the Compact. Therefore, negotiations on joint agencies should not delay the timetable for addressing the renewal of the Compact.

SECTION 4. That this Resolution shall take effect upon its passage and approval.

Cheri B. Hamilton C.B.A. [Signature] P.B.A.
APPROVED: 8-14-97 [Signature] MAYOR

APPROVED AS TO FORM:

William Stone
WILLIAM C. STONE
DIRECTOR OF LAW
CITY OF LOUISVILLE

BOARD OF
ADOPTED
8-12-97

RLS[COMPACT2]

The Filson Historical Society

Compact

Office of the County Judge Executive

Jefferson County



Jefferson County
Courthouse
Louisville, KY 40202
(502)574-6161

DAVID L. ARMSTRONG
County Judge/Executive

FAX # (502) 574-6605

FAX TRANSMITTAL FORM

TO: Sheryl Snyder
581-1087

DATE: 9/24/97

FROM: David L. Armstrong
574-6605

NUMBER OF COPIES INCLUDING THIS PAGE: 3

COMMENTS: I am faxing you the letter from Jerry Abramson regarding
"Metro-Mayor".

The Filson Historical Society



City of Louisville
OFFICE OF THE MAYOR

601 W. Jefferson Street • Louisville, KY 40202-2728
(502) 574-3061 • Fax (502) 574-4201
TDD (502) 574-4091



JERRY E. ABRAMSON
MAYOR

September 23, 1997

Honorable David L. Armstrong
County Judge/Executive
400 Jefferson County Courthouse
527 West Jefferson Street
Louisville, KY 40202

Dear Dave:

As you know, at the meeting of the Kentucky General Assembly's Interim Joint Committee on Local Government last week a number of legislators from Jefferson County asked that we revisit the idea of including a "Metro-Mayor" proposal as part of the renewed Compact. My personal opinion of the concept mirrors my long standing support for a way to insure that our community "speaks with one voice." Ironically, unless you and I can join together - in one voice - in presenting this "innovative idea", it is not very likely that it will receive a fair hearing with the public.

Therefore, I would like to present the following proposal and hope that our staffs can discuss this in more detail at tomorrow's meeting. This is my proposal alone; I have not sought Aldermanic support for it.

I propose that we continue the Compact as is for 6 years (July 1, 2004) so the new Metro-mayor position can be proposed and, if put in place, that person, elected by the entire community, can propose how to continue the Compact after taking office. The Legislature, lead by our Jefferson County Delegation, can either:

- *Create the Metro-Mayor position itself, to take effect for the next term. That is, the election for the first Metro-Mayor would be held in 2002 and the Metro-Mayor would take office in January, 2003; or*
- *Present the Metro-Mayor position for voter approval on the ballot in the year 1999 or 2000. If it passes, the election for the first Metro-Mayor would be held in 2002, with Metro-Mayor taking office in January, 2003.*

Honorable David L. Armstrong
Page Two
September 23, 1997

I believe that this proposal addresses the three major objections to the creation of Metro-Mayor which you have raised.

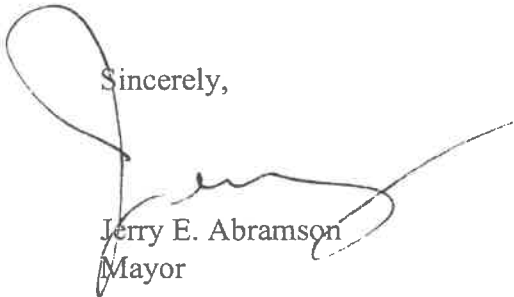
1) **A concern that such an office may be unconstitutional.** The Attorney General and the Legislative Research Commission have looked at the concept and have basically signed off on it as legal. But under the schedule set out above, there would certainly be plenty of time to propose the necessary legislation to put this into effect and allow anyone who wants to challenge it, to do so.

2) **A proposal such as this should be voted upon by the people.** The Legislature can decide to put the Metro-Mayor position in place as part of the Compact, which, as you know, wasn't voted upon by the electorate. The amount of time between the creation of the position and the implementation of it would be sufficient to air any and all concerns about it. However, it may be preferable for the Legislature to put it to a vote.

3) **This proposal creates more government, rather than less.** The creation of a Metro-Mayor would mean both eliminating the office of Mayor of the City of Louisville and removing the Jefferson County Fiscal Court from the day to day administration of County Government. This would seem to me to be less, rather than more government.

While trying to be responsive to the Legislators' request to revive the Metro-Mayor concept, I don't want to lose sight of their previous request to present something to them by September 30. I hope that whatever your opinion is on the above proposal tomorrow's meeting of our respective staffs can result in some tangible movement in the negotiations.

Sincerely,



Jerry E. Abramson
Mayor

ect

cc: Members of Jefferson County Legislative Delegation
Members of Board of Aldermen
County Commissioners
Lawrence C. Falk
Faye Ellerkamp

LOUISVILLE — JEFFERSON COUNTY
CRIME COMMISSION



Judge,

From the desk of: Kim Allen

9-23-97

Bruce:

Here's the info. I received
from Jacksonville! I'm
still awaiting the Multnomah
Co. study!

Kim

Interesting in Jacksonville
reading merger
Bruce
10-5-97

CONSOLIDATION OF POLICE SERVICES CASE STUDY

Jacksonville, Florida

EXECUTIVE SUMMARY

prepared for

**Office of the Sheriff
Consolidated City of Jacksonville, Florida**

by

**Koepsell-Girard and Associates
210 E. Broad Street
Falls Church, Virginia**

The preparation of this report was financed, in part, through a LEAA Discretionary Grant Number 71-DF-1075 to the Office of the Sheriff, Consolidated City of Jacksonville from the Florida Governor's Council on Criminal Justice, under the provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended.

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Associates, Inc., 1973

John C. Nelson; Deputy Director John Hamlin; Deputy Director W. F. Whitehead; Deputy Director Robert E. Page; Chief C. L. "Rip" Raines; Chief M. P. Richardson; Sergeant T. C. Simms; and, Patrolman John A. Sharkey. Special thanks is also extended to Mr. Harold Baker, News Director of Channel WTLV-TV for his assistance in conducting an area-wide survey of citizen opinions on the quality of police services in the Consolidated City of Jacksonville.

The Filson Historical Society

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CONSOLIDATION AS A TOOL FOR REFORM:
AN OVERVIEW

The Filson Historical Society

also abounded due to the reported inadequacy of police and fire protection in the old county, the high and disproportionate cost of running city and county governments, the rising crime rate, and the widespread and deteriorating slums in the city. In short, county and local government had not kept pace with the changing needs of the Jacksonville area.

The School Crisis

The public school crisis which arose in the mid-1960's was clearly the result of public neglect. Voters continually turned down school bond issues, while claims of mismanagement by school administration became commonplace. Time after time bond issues to upgrade physical facilities, provide more teachers and textbooks and improve school management and organization were denied a plurality at the polls. Thus, when the area's high schools were discredited by the Southern Association of Colleges and Schools in 1964, it should not have come as a surprise to the citizens. The primary reason given for the discreditation was the generally poor condition of the school system and its lack of financial support which had restricted the adequate upkeep of buildings, insufficient textbooks and facilities and lack of administrative planning and organization. Yet, the discreditation was a shock which brought many citizens face to face with their long-time apathy and indifference to governmental affairs.

There were several reasons why the school crisis played a role in the Jacksonville consolidation process. First, due to its very nature it was a dominant issue in local politics for nearly a year prior to January, 1965, when the effort to consolidate was initiated. During this period the lines were drawn between the "good government people" who fought to reform the system, and the politicians and their supporters who remained lethargic as to the results that reform would provide. These "battle lines" remained throughout the consolidation controversy. Second, victories gained by good government forces over the established politicians regarding this issue provided evidence that the city and county political machine could be beaten. Consequently, a "spirit of reform" began to sweep the community. Third, the school crisis illustrated the ethos of the community--apathy had allowed things to slide into crisis.

The Grand Jury Indictments

During the latter half of 1966 proponents of governmental reform were presented with an additional windfall. Responding to charges of governmental waste and corruption, a grand jury conducted a sweeping

Prior to consolidation, Duval County was responsible for the governance of all unincorporated areas within its boundary. As a subdivision of the state without home rule powers, the citizens elected more than 50 countywide officers. In addition to a board of county commissioners that was in charge of administering most county activities, a county budget commission functioned along with an elected school board and civil service board. Other county elected officials included: the clerk of the circuit court, sheriff, tax assessor, tax collector, supervisor of registration, clerk of criminal court, state's attorney, public defender, nine constables, nine justices of the peace, two county judges, two small claims court judges, two juvenile court judges, three criminal court judges, and eleven circuit court judges.

Incorporated as a home rule city, Jacksonville had a mayor-commission-council form of government, unique among cities in the United States prior to consolidation. The structure was authorized in a charter dating back to the 1880's and was heralded by some for its "checks and balances". Briefly, the mayor served as the executive officer of the city, sat as permanent chairman of the City Commission and held the office of the Commissioner of Public Safety. The Commission, the city's administrative body, had five members, each responsible for the administration of certain city departments. The Council's nine members passed all city ordinances, set tax rates, controlled the budget and appropriated funds. Other elective officers in the city were the city recorder, treasurer, municipal judge and tax assessor.

Moreover, all these elected officials made for an extremely long ballot. There were 50 countywide officers, not including 16 members of the legislative delegation. There were also 24 officials that represented various districts and 18 city officials. Thus, most county voters elected 68 separate officials (71 if they lived in a mosquito control district), while city voters elected 86 persons. Further, the myriad government structures and their "complexity" were frequently criticized for making positive action difficult, and the "pinning" of responsibility impossible. This labyrinthian structure of government was clearly a candidate for reform and reorganization; especially when considered in relation to the crisis being faced by the community at-large.

Law Enforcement Services

Prior to the merger, the two major law enforcement agencies were the Duval County Sheriff's Department and the City of Jacksonville Police Department. Police services in the unincorporated areas of the county

framers of the consolidation charter included local politicians, members of the Duval County delegation to the Florida State Legislature, the state legislators themselves, and the local electorate. The original reform proposal had to be altered in various ways to accommodate the whims, desires and needs of persons active in the adoption process. In short, though logic and tenets of good government undergirded the proposed charter, "practical politics" and its resultant trade offs and compromises played an important role in Jacksonville's successful vote to consolidate.

The Manifesto for Consolidation

As reviewed above, the 1960's had brought crisis to Jacksonville's governmental institutions. As a result, there was a general feeling that business was suffering and that poor government--corrupt and inefficient--was partly to blame. Thus, spurred by several prominent businessmen, on January 19, 1965, a request was submitted to the county's legislative delegation to take action which would permit the study and subsequent "vote" on improvements to government in Duval County.

After much wrangling, the delegation agreed to the request and settled on a method to establish a study commission that would examine the city and county governments. The resulting commission was comprised of a diverse sampling of community leaders, with downtown businessmen and attorneys representing more than half the members. Labor leaders, accountants, architects, physicians and educators, including four Blacks and six women also served. In short, the commission represented business interests and, at the same time, provided for input from a variety of other community groups.

Following successful efforts to raise financing for its work and to appoint a full-time paid director, the decision was made to use commission members, as opposed to an outside contractor, to carry out the work of the group. This approach was taken to insure that commission findings were received and viewed as local statements of needed improvements, rather than consultant recommendations that were not so closely and intimately responsive to the problems of Jacksonville. Consequently, six task forces were formed from among commission members to begin examining government capabilities in Duval County.

By late January, 1967, the Commission had completed its analysis and drafted a plan for the consolidation of Duval County and all five of its municipalities. All governmental operations were to be vested in one county-

Understandably, the architects of the original consolidation plan were disappointed at the changes, particularly the provision weakening the authority of the mayor and the elective status of the sheriff. Nonetheless, public administration theory gave way to tradition; and, on August 8, 1967, slightly more than two and one half years after community leaders had decided to pursue the issue of government reorganization, the question went to the voters. As a result of a vigorous campaign with extensive media coverage more than 84,000 votes were cast--of which more than 54,000, or 65 percent, were in favor of consolidation.

The outlying municipalities voted to retain their own governments. Surprisingly, however, these municipalities voted for the consolidation of Jacksonville and Duval County; while choosing not to join themselves.

LESSONS FOR OTHERS--A CHECKLIST

Each chapter in the case study includes a section on "perspectives for others". These sections serve two purposes. First, the Jacksonville experience is reviewed in light of broad questions about consolidation. Second, the "lessons" focus on the Jacksonville merger in a way to be instructive to other communities contemplating consolidation. The essence of these perspectives are, for similar purposes, presented below in checklist form.

Principal Forces Which Prompted the Jacksonville Consolidation

- Population and growth patterns
- Business conditions
- The capacity and quality of local government services
- Identifiable governmental and/or political crises

Principal Elements or Conditions Which Led to the Successful Vote for Jacksonville's Consolidation

- The need for in-depth local involvement in the planning process
- The affect that the political process can have on the logic of "good government" proposals

Section II

THE MERGER OF THE CITY OF JACKSONVILLE AND DUVAL COUNTY

THE GENERAL GOVERNMENT CONSOLIDATION

The consolidation Charter approved on August 8, 1967, provided for a transition period to effect the smooth transfer of functions and responsibilities from the former City of Jacksonville and Duval County administrations to the Consolidated Government of the City of Jacksonville. Transition was scheduled to begin in late September, 1967, and to be completed by October 1, 1968--the day the consolidated government was to be officially installed. In that the Jacksonville experience illustrated the importance of a transition period to the merger of local governments and highlighted problems inherent in transition, key aspects of the process are reviewed below.

The Legal Framework Undergirding Transition

The formally designated transition period was designed to serve as the first step in instituting the consolidated government. The process was initiated with a primary election in October, 1967. A general election was subsequently held on December 5. Officials elected included the mayor, city councilmen, a tax assessor, a supervisor of elections, the sheriff, a judge of the municipal court and members of the new civil service board. Those persons elected were to take office on March 1, 1968, for purposes of "organizing" the consolidated government.

Together with authorizing the transition government to oversee and plan for consolidation, the Charter provided specific guidelines for: (1) funding the transition government; and, (2) the co-existence of the pre-consolidation governments with the transition structure.

The Work of the Transition Government

The responsibility for organizing the consolidated government during the transition period was placed on both the mayor and the new City Council. The basis for this responsibility was incorporated in the new Charter where emphasis was placed on the preparation of a budget for the first year of operations.

Some of the more blatant actions taken by outgoing officials included attempts to lower service rates of the city-owned utility company which would have severely affected the consolidated government's revenue generating potentials; abolish local government regulatory rights over privately owned water and sewer facilities; and, vary local zoning and subdivision controls. In addition, considerable juggling of salaries of public employees took place. This was particularly true in the area of public safety, where no regard was given to the fact that such moves could not be accommodated by the consolidated budget which had been developed and adopted prior to these actions.

Legal challenges covered a variety of subjects including: suits challenging the constitutionality of consolidation; litigation over the veracity of initiative petitions filed by anti-consolidationists which would have revoked the charter; and, a suit charging that malapportionment of council districts under the consolidation charter deprived residents of their civil and political rights. Each of these challenges was eventually decided in favor of the consolidated government.

Moreover, the Jacksonville experience illustrated two types of problems that may occur during the transition phase of government consolidation. First, unless specifically forbidden, local bills may be passed by outgoing legislators which directly and adversely impact the budget or operating efficiency of the consolidated unit. Second, transition provided a period during which consolidation opponents loosed a series of parting legal shots which were time consuming and costly to deal with when the new government needed its legal staff to iron out various transition problems.

THE POLICE SERVICES MERGER: AN ACCOUNTING OF KEY ISSUES

A variety of issues were faced by the newly re-elected sheriff during the transition period. They spanned the horizon of political, organizational, financial and personal problems that many elected and appointed officials do not confront in a lifetime of public service. The methods used to deal with these issues were similarly as numerous and expansive as the problems themselves.

before the consolidated council's Finance Committee. Arguing that the pay differential would divide the department along the lines of pre-consolidation agencies and would result in men being paid different salaries although they faced the same responsibilities and challenges, he won alteration in the mayor's plan toward the end that equalization of salaries occurred six months earlier than originally proposed.

The Issue of Promotions

Another issue faced by the Sheriff concerned promotions. In particular, no provision had been made by the architects of consolidation to limit promotions during transition in pre-consolidation agencies. Four important implications were inherent in this oversight. First, open positions could be filled by personnel who did not "fit in" with the management team being put together by the Sheriff. Second, a free wheeling promotion program in pre-consolidation departments could have adversely affected the approved consolidated budget. Third, the number of persons available to compete for each position would have been fewer than after consolidation, thus limiting the Sheriff's potential to draw from the most highly competent manpower pool. Fourth, the potential existed for arbitrary promotions which might have been based on favoritism or attempts to protect particular employees.

In response, the Sheriff worked with the city and county civil service boards to freeze all promotions. Thus, at consolidation the Sheriff had the opportunity to draw from the combined forces to fill nearly fifty command level vacancies.

Police Uniforms, Equipment and Facilities

Certain factors which relate to the delivery of police services and to the ability of police officers to identify and be identified with their organization were found to have a direct effect on the consolidation process. Among these factors were police uniforms, equipment and facilities. Briefly, the pre-consolidation departments used different types and styles of uniforms and equipment. The adequacy, location and conditions of the buildings in which the police agencies were housed also varied significantly.

The Sheriff took a variety of steps to correct these conditions. One measure accomplished just after consolidation involved repainting and remarking all patrol cars to signify that they belonged to the new Office of the Sheriff. Attempts were also made to standardize uniforms

tives of the area's legal community to minimize problems in the enforcement of the existing laws.

Communications

A number of problems concerning communications surfaced during the transition period. Among these were the questions of system compatibility, the location of the consolidated communications center, and organization for purposes of dispatching and receiving calls. Working with key advisors, the following decisions were made. First, a "frequency base" which could be handled by existing city and county equipment was selected. Second, to maximize effective use of the communications system, it was decided to ultimately locate the consolidated communications center in close proximity to the records center. Finally, it was agreed that two separate dispatching and receiving operations would be maintained until a detailed communications study could be made by an outside consulting firm.

Consolidation of Police Records

Prior to consolidation the two law enforcement agencies utilized different methods and techniques to file and store records. During the transition period, a new "hybrid" records system was designed; methods to man the consolidated records center were developed; and, the physical location of the center was defined. Thus, when the merger was effected, a clear strategy had been developed to deal with records collection, storage and retrieval.

The Use of Transition Committees

Recognizing that planning is at the heart of administration and that no formal accommodations were made in the Charter concerning this element of consolidation in relation to specific departmental mergers, the Sheriff mounted an internal planning strategy. Members from each of the police agencies to be merged were selected and placed on one or more transition planning committees. The committees were used as task forces to deal with the consolidation of various functional aspects of the law enforcement operation; e. g. jail facilities, communications, vice and so on. This technique was found to provide a number of advantages including: resources to develop ideas and program strategies for merging various elements of police operations; pragmatic approaches to the merger through the eyes of persons that would be directly affected; and, a vehicle through which representatives of the two organizations could come together and work on problems of mutual interest which, in turn, fostered cooperation necessary for the successful merger.

The Police Services Merger

- The legal framework that undergirds consolidation should be designed in a manner which does not severely limit management's prerogatives in terms of organizing for the delivery of police services.
- Every effort should be made to have all officers on a compatible pay and benefit scale when the merger takes place.
- During the transition period, promotions should be frozen or severely limited in pre-consolidation departments.
- Action should be taken during the transition period to standardize and/or deal with variations among uniforms (color and style); patrol cars (color and style); general orders; laws and ordinances; communications; and, records.
- Careful consideration should be given to the potential of involving members of the agencies to be merged in the consolidation process.
- When considering techniques for involving employees in the consolidation process, include the time that management will have to devote to make such techniques workable as an important factor.

with the national average of 2.9 for similar size cities. Thus, a recruiting effort was necessary from the beginning to more adequately meet the city's law enforcement needs. Other investments which were required during the early years of the merger were aimed at: equalizing police salaries; purchasing compatible automobiles; uniforms, and hardware; remodeling and equipping headquarters; and, purchasing new and compatible communications systems.

Thus, the costs for police services increased in Jacksonville following consolidation. More specifically, drawing from annual totals since consolidation, the cost of police services rose from approximately \$8.6 million in 1968-1969, to nearly \$14 million in 1971-1972. This represents a total increase of 67 percent during the first four years of consolidation. Similarly, the rate of growth in the annual costs for police services increased from that which existed prior to consolidation; for the two years before consolidation, the average rate of costs grew by 7.6 percent versus an average annual rate increase of 18.2 percent for the first four years of consolidation. When these costs were adjusted to account for inflation, however, the average annual increase since consolidation fell to 8.2 percent. Finally, when consideration was given to the effect of population growth on police services costs (by use of an "expenditures per capita" formula) the annual average increase dropped to 6.2 percent.

Clearly, the amount of resources devoted to law enforcement has risen since consolidation. This increase was based primarily on investments to consummate the merger and to improve pre-consolidation sub-standard conditions; the effect, however, was to "balloon" total police services costs. Thus, as hypothesized by the architects of consolidation, economic benefits associated with merged police agencies have neither taken the form of lower costs per se, nor have provided actual dollar savings to the local taxpayer. Others contemplating consolidation might well expect these results to prevail.

The Efficiency of the Consolidated Police Agency

The desire to provide efficient police services has long been a goal of public administrators. The architects of the Jacksonville merger similarly saw consolidation as a vehicle to achieve this objective. Unfortunately, sufficient time has not passed and comparable data is not yet available to unequivocally conclude that the Jacksonville police merger is more efficient than that which existed previously. A pattern of increasing

economies of scale are not at play among these remaining support functions. Consequently, the premises surrounding consolidation's positive relationship with economies of scale remain theoretically valid in terms of their applicability for a police services merger.

Police Department Housing

The major recommendation offered by the Local Government Study Commission in terms of police department housing concerned the need to construct a new building for use by the consolidated agency. This topic was pertinent to the operations of the Office of the Sheriff for a number of reasons. For example, the facilities that were to be used by the consolidated force existed as reminders of pre-consolidation days. Their adequacy, location and state of repair varied, with neither capable of supporting the entire force. Yet, no funds were available at the time of consolidation to construct a new headquarters facility.

Thus, only minor alterations were made to the former Jacksonville police station and the Duval County Courthouse to accommodate the needs of the new department. Operations were eventually located in terms of their particular function--patrol and traffic being located in the former Jacksonville Police headquarters with the majority of the remaining functions housed in the Duval County Courthouse. Reflecting on this topic representatives of the Sheriff's Office pointed out that the housing problem complicated the merger and made coordinating the day-to-day operations of the agency difficult. In fact, a special messenger service had to be instituted to expedite communications between the separated facilities. Albeit time consuming, cumbersome, and costly, this was the only way documents and orders critical to ongoing police operations could be transmitted between the working units of the agency. ^{1/} Although the agency was consolidated in name, the housing problems served as a barrier to the smooth merger and operations of the department as a single functioning unit.

Consequently, the Sheriff's Office began the monumental task of planning for a new police facility shortly after consolidation. A bond issue to support the project was subsequently placed before the voters in 1972, and received necessary support. ^{2/}

1/ See Working Paper Number VI: The First Four Years of the Consolidated Law Enforcement Agency, pp. 21-22 and 70 for more detail on this subject.

2/ Working Paper Number VI: The First Four Years of the Consolidated Law Enforcement Agency, p. 71.

records merger might not only be a time-consuming project, but may also be a costly process. Nonetheless, it should be faced during the early stages of consolidation.

The communications merger also became a costly and time-consuming project. Among the issues that had to be resolved were system compatibility, the location of the consolidated communications center, and organization for purposes of dispatching and receiving calls. Although each of these subjects was addressed prior to consolidation, to insure that final decisions were based on the best available professional advice, the Consolidated Council directed the Sheriff to maintain pre-consolidation communications and dispatching centers while an outside consulting firm conducted an indepth communications study.^{1/} Thus, the final system development and merger of communications services did not occur until the receipt of the consultant's report approximately a year after consolidation. During this period, due to the non-compatibility of systems which were used by pre-consolidation departments, two communications and dispatching centers were maintained. This arrangement produced a variety of frustrations for those involved in the process. For example, communications between mobile units had to be handled through a transfer process at one of the communications facilities. Further, patrol supervisors had to maintain three communications capabilities: one for use with former county vehicles; one for former city vehicles; and, a separate walkie-talkie system to maintain communications with foot patrolmen and others.^{2/} Following completion of the study, a massive communications reorganization effort began. The effort resulted in a communication's network which " . . . is recognized by law enforcement agencies across the nation as (one of) the finest systems in use today."^{3/} One caveat is offered, however, regarding the development of such a system by others facing consolidation. Specifically, it was pointed out that "some \$1 million has been or will be expended on the complete communications set up. This money is difficult to raise and other large departments should not expect to solve the basic communications problem without incurring such costs."^{4/}

1/ See Working Paper Number V: The Months Preceding Consolidation: A Time of Transition, pp. 45-47 for more detail on this subject.

2/ Interview with Captain M. P. Richardson, Office of the Sheriff, Consolidated City of Jacksonville, May 3, 1972.

3/ Bold View--Consolidated Government: Better Service for a Better Community, published by the Public Relations Office, City of Jacksonville, Vol. 3, No. 2, June, 1971, p. 13.

4/ Ibid.

only 6 percent rated them as poor. Further, when asked whether the quality of police services in Jacksonville has improved, remained the same, or declined since consolidation, the concept of merged police operations received another vote of confidence. Nearly one-third of those having an opinion noted that services have improved; slightly more than 30 percent indicated that services have remained the same; and, only 7.6 percent maintained that services have deteriorated. Moreover, consolidated police services were viewed positively by those within and outside the system.

LESSONS FOR OTHERS

The Economies and Efficiencies of Consolidated Law Enforcement

- When agencies are consolidated it may be necessary to expend large sums of capital to make up for past public neglect.
- Consolidated police operations may be more costly.
- The taxpayer may pay more for consolidated police services, but it is likely that he will receive more "service" for his tax dollar.
- Consolidation of various support functions (e. g. purchasing, motorpool, data processing, etc.) may result in saving through exploitation of "economies of scale".

Topics Related to the Consolidation of Police Agencies

- Physically separated and/or inadequate police agency headquarters may serve to hamper the smooth merger of police agencies.
- The consolidation of records and communications systems is a necessary but often a costly undertaking.
- An extended time period following the merger of police agencies may be necessary before various operations and functions are totally and effectively consolidated.
- Consolidation has brought better police service to Jacksonville in the eyes of the police agency personnel and the community at-large.

Paralleling, yet going a step beyond this observation, the President's Commission on Law Enforcement and the Administration of Justice noted that: 1/

. . . formal cooperation or consolidation is an essential ingredient in improving the quality of law enforcement. Crime is not confined within artificially created political boundaries, but, rather, extends throughout the larger community. A workable program of formal cooperation or consolidation for law enforcement services within a "common community of interests" is the desired goal for improving the quality of law enforcement at the local level.

This point was stressed further by the National Advisory Commission on Criminal Justice Standards and Goals which noted that: 2/

. . . local governments generally can benefit from some form of combined police services--consolidation can frequently upgrade police service and lower its costs.

The Jacksonville police services merger clearly illustrates that these potentials of consolidation can be realized at the local level. Yet, no one governmental form or model exists which is "perfect" for all communities and/or circumstances. However, out of the accumulated experience of centuries of governmental business, certain guidelines have evolved which may provide direction to current and future generations of public administrators. Consolidation, as it has been employed in Jacksonville, may offer one such guideline.

Consolidation, as one method of solving local government's ills, is frequently recommended by political scientists and citizens study commissions. Such recommendations have, however, met with limited success at the polls. One of the aspects of consolidation's repugnancy to voters has been the absorption of one government entity by another. The

1/ The President's Commission on Law Enforcement and the Administration of Justice, Task Force Report: The Police (Washington, D. C. : U. S. Government Printing Office, 1967), pp. 68-69.

2/ National Advisory Commission on Criminal Justice Standards and Goals, Police (Working paper utilized during the National Conference on Criminal Justice, January 23-26, 1973, p. 123) prepared through the assistance of the Law Enforcement Assistance Administration, Washington, D. C

The Filson Historical Society

GOLDSTEIN REPORT NO. 1

The Goldstein Report is an occasional series on policy issues published by the Department of Political Science at the University of Louisville. It is named in memory of Dr. Joel Goldstein a much loved and respected Political Science professor at the University of Louisville who died of cancer in 1992 at the age of 47. Funding for the series was provided by family, friends and colleagues of Dr. Goldstein. This first report was published jointly with the League of Women Voters of Louisville and Jefferson County.

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The ideas contained in this report are the views of the author and do not necessarily reflect the views of the Department of Political Science, the University of Louisville, or the League of Women Voters.



THE LEAGUE OF WOMEN VOTERS OF LOUISVILLE AND JEFFERSON COUNTY

ESTABLISHED 1920

115 South Ewing Avenue • Louisville, Kentucky 40206-2594 • (502) 895-5218 • FAX (502) 895-5978

STATEMENT OF THE LEAGUE OF WOMEN VOTERS

The League of Women Voters of Louisville and Jefferson County is pleased to cooperate with the Department of Political Science of the University of Louisville in the publishing of background information about local government reorganization.

The League of Women Voters of the United States is a non-partisan organization that was founded when the Nineteenth Amendment to the Constitution was ratified in 1920. The vision at the time was teaching women how to take advantage of their newly acquired right to vote. The founders did not anticipate continuation of activities for 75 years and beyond.

The Louisville and Jefferson County League was established also in 1920 and has focused attention on local government from our beginning. We have studied and evaluated numerous local public agencies throughout our history; we have presented conferences about alternative forms of metro government, and we have supported some of the plans for alternative government structure. Our recent activities relating to local government include monitoring agencies and departments that were affected by the city-county compact and conducting surveys and interviews to assess the Compact as a structure for providing services to all citizens of Jefferson County.

The 1986-1998 city-county compact agreement is a matter of vital interest as the expiration date, June 30, 1998 is near. A decision about how to create a harmonious and fair structure for governing the community is perhaps our most important question at this time in our history.

We believe that this publication is a valuable tool for understanding the actions of the past taken by officials and others who have worked toward good government here and in other communities and for assessing some of the options for structuring a community where we want to live.

A handwritten signature in cursive script that reads "Gemma M. Harding".

Gemma M. Harding
LWV President

A handwritten signature in cursive script that reads "Shirley B. Major".

Shirley B. Major, Chairperson
Local Government Committee

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INTRODUCTION

This report summarizes issues involved in metropolitan governance in the United States and relates them to local governance in Jefferson County. This report is jointly published by the League of Women Voters of Louisville and Jefferson County and the Department of Political Science at the University of Louisville. This study is designed to help educate Louisville and Jefferson County citizens and decision makers by providing an overview of issues involved in metropolitan governance.

No specific solutions or forms of government are advocated in this analysis. Specifically, this report focuses upon:

- Forms of metropolitan government and governance in the United States, including an exploration of city-county consolidation, two-tier metropolitan government, and multi-county regional government, as well as other more incremental strategies to attain metropolitan government.
- Past and current efforts at creating metropolitan government in Louisville and Jefferson County, Kentucky including the 1956 Mallon Plan, the 1982 and 1983 merger efforts, the Louisville and Jefferson County Compact adopted in 1986, and the current local governance study stemming from the Regional Economic Development Strategy of the Louisville Area Chamber of Commerce.

THE QUESTION OF METROPOLITAN GOVERNMENT

The Metropolitan Government School

The literature on metropolitan government reveals two primary schools of thought which are commonly labeled the metropolitan government school and the public choice school.¹ Advocates of metropolitan government decry the problems of fragmented local government structure which they believe leads to inefficient and ineffective services and inequalities in the financing and distribution of those services. They favor metropolitan government as a solution to these ills. In addition, they believe metropolitan government will allow the community to better compete in the global economy and plan the region's infrastructure and development.²

One-tier Metropolitan Government

Advocates of metropolitan government may favor one-tier city-county consolidation, two-tier metropolitan government, or three-tier multi-county regional government as a solution to metropolitan fragmentation. City-county consolidation or merger, advocated by David Rusk and others, involves the

unification of the governments of one or more cities with the surrounding county. As a result of the consolidation the boundary lines of the jurisdiction involved become coterminous. However, certain incorporated jurisdictions may opt to be excluded from the consolidation.³

Examples of one-tier metropolitan government established by city-county consolidation include Jacksonville-Duval, Florida, Lexington-Fayette, Kentucky, Nashville-Davidson, Tennessee, and Indianapolis-Marion, Indiana.⁴

Two-tier Metropolitan Government

Other metropolitan government advocates favor a two-tier approach, wherein municipalities or neighborhood governments (the first tier) are maintained or created to provide local services such as neighborhood police patrols and parks and the county or metropolitan government (the second tier) provides area-wide or regional services such as sewage treatment and public transit.⁵ Examples of two-tier metropolitan governments include Miami-Dade, Florida, and Toronto, Canada.

Three-tier Multi-County Regional Government

Both one and two tier approaches to metropolitan government occur within the boundaries of a single county. It is important to recognize that in many cases the metropolitan area covers a multi-county region. There are only two examples of multi-county

regional government in the United States: the Greater Portland Metropolitan Service District (Oregon) and the Twin Cities Metropolitan Council (Minneapolis-St. Paul). Existing cities and counties are left in place with a third tier overlaying them (i.e., three tiers). Among the services that might be provided by the regional government are comprehensive planning, land use planning, sewage treatment and disposal, water treatment and supply, water distribution, and public transportation.⁶

Evaluating Metropolitan Government

Studies by scholars of metropolitan government in Toronto, Stockholm, London, Manchester, and Melbourne have identified a number of benefits of metropolitan government.⁷ First, metropolitan governments reduce fiscal imbalances between central cities and suburbs through tax sharing schemes. Second, they provide a capacity to engage in strategic planning for the region. Third, metropolitan governments have effectively carried out large scale transportation planning. Initially focusing upon road building, metro governments later adopt more efficient transportation systems and a "balanced" transportation policy including the development of mass transit.

Criticism of metropolitan government focuses upon three points. First, there is little evidence that greater efficiencies or economies of scale actually occur after city-county consolidation takes place. For example, a study comparing Jacksonville and Tampa, one consolidated and the other not consolidated, found no statistically significant difference in their taxing or spending policies. At best the evidence on behalf of greater efficiencies or effectiveness in urban services resulting from metropolitan government are anecdotal.⁸

Second, putting aside the difficulty of establishing metropolitan governments, where they exist they have a mixed record. Frequently metro governments are set up to provide for more comprehensive planning. But studies of Toronto, Stockholm, London, Manchester, and Melbourne reveal that metropolitan governments ended up emphasizing infrastructure development which served the suburbanizing periphery, instead of concentrating on urban renewal and social needs of the central city. Fair share housing, where low income housing is dispersed throughout the metropolitan region was not implemented.⁹

Third, metropolitan governments have been weakened by the failure to redraw boundaries to reflect population growth outside the metros' territory. In addition, metropolitan governments have been coopted, weakened or dismantled when they challenged the central government's policies or threatened the local suburban interests through policies such as scattered site or fair-share housing.¹⁰

Theoretically, metro governments are well placed to advance the goals of efficiency and equality. . . . They generally have considerable responsibilities for planning and developing basic infrastructure and for coordinating land uses throughout a metropolitan area. These powers should be conducive to improved efficiency. The equality goal is helped by the broad area which a metro covers and which should help it to distribute the goods and bads of environmental change in a fair manner. Also metros usually have powers to help the poorer local units and to distribute the provision of housing more equitably, as well as sometimes to contribute to the renewal of blighted areas and to their economic and social rehabilitation.

Unfortunately the track record of existing metro governments does not seem to realize this potential very well. There have been some limited successes (for example, in transportation) and some serious failures (for example, in housing provision). We have to look to organizational and political factors in order to understand the failures, and we must also consider the same factors in order to appreciate the kind of planning function which a metro might perform. (a)

There is little theoretical or empirical evidence that a unitary, centralized regional government will optimize effectiveness, efficiency, and equity. There is even less basis to anticipate that citizens, if given a choice, will approve the creation of metropolitanwide governments. (b)

(a) Peter Self. Planning the Urban Region: A Comparative Study of Policies and Organizations. (Alabama: University of Alabama Press, 1982): 86.

(b) Robert Warren, Mark S. Rosentraub and Louis F. Weschler, "Building Urban Governance: An Agenda for the 1990s," Journal of Urban Affairs 14, (1992): 414.

1 Assessing Metropolitan Government

Public Choice School

The public-choice or local public economy model opposes the metropolitan government school. Advocates of public choice believe that political fragmentation into many municipalities and special districts is good because it promotes competition among cities to provide good quality services, low tax rates and allows residents to move to the city which best meets their needs. This process keeps officials accountable and ensures efficiency in services.¹¹

Public choice advocates do not worry about the existence of a large number of local governments (i.e., fragmentation). For proponents of public choice, the issue is whether the organization of local government is detrimental to the metropolitan community's ability to meet its needs. Cooperation between local governments and private actors can substitute for a single metropolitan government to provide services and address problems. Contrary to the metropolitan government school, public choice advocates argue that issues of regional concern can be addressed through special districts and public authorities. In fact, the multiple jurisdictions one finds in a metropolitan area are indicative that these concerns are being addressed and reflect a highly developed and complex form of organization. They challenge proponents of metropolitan government to provide evidence that a more centralized system produces more efficient or effective government.¹²

Those who champion public choice believe that more efficient and effective public services at the local level will ultimately result from inter-city competition for residences and businesses by promoting policies that keep tax rates low, provide good quality basic services, and a stable business climate. If governments become too inefficient in providing services or unresponsive to their citizenry, people will choose to "exit" the community. Outmigration and urban decline reflect such choices. As cities recognize these signs, they pursue policies that will provide more efficient and effective services to lure back lost residents and businesses.

Evaluating Public Choice

The public choice approach to metropolitan government views local government fragmentation as a virtue instead of a vice. This approach has been criticized on several grounds. First, public choice advocates disregard the lack of equity in the financing and distribution of urban services in the metropolitan area, especially between the central city and suburbs.¹³ Second, public choice proponents assert that a great deal of coordination actually occurs among area-wide public authorities, special districts, municipalities, and counties. However, this cooperation within the metropolitan area has been assumed by public choice advocates more than it has been demonstrated.¹⁴

The public choice school has failed to investigate whether the complex system of local governance that they describe really adds up to a system of metropolitan governance. They have focused their attention on the ability of a county and the municipalities located within it to provide and produce basic public services (e.g., police, fire, sanitation). This certainly bears on the metropolitan government school's argument that local government fragmentation results in inefficient, ineffective, and unaccountable public services. However, public choice advocates still fail to consider in depth whether these complex arrangements add up to governance at a larger metropolitan or regional level.

The existing fractionated government systems have . . . been able to create regional mechanisms for such things as water supply, sewerage, transportation, recreation, emergency communication, and library service. [But it is a different story with respect to] equalizing access to a region's revenue base, particularly between central cities and suburbs, providing adequate education uniformly within a metropolitan area, and replacing intra-regional competition among cities, counties, and authorities for the location and maintenance of firms with cooperative metropolitan scale strategies for development. . . . [T]he goal of institutionally integrating the metropolitan core and periphery and the public choice assumption that a system composed of multiple municipal governments can continuously adapt to changing larger scale socioeconomic conditions and service needs are both highly problematic. (a)

- (a) Robert Warren, Mark S. Rosentraub and Louis F. Weschler, "Building Urban Governance: An Agenda for the 1990s," Journal of Urban Affairs 14, (1992): 414.

2 Assessing Public Choice

Metropolitan Governance Without Government

According to I.M. Barlow, author of Metropolitan Government, there has been a retreat from metropolitan government, not just in the United States but world-wide.

The retreat began in the USA in the 1960s when politicians and academics turned away from the idea of metropolitan government in the face of institutional obstacles and political opposition.¹⁵

Barlow correctly observes that there are numerous obstacles in setting up metropolitan governments in the United States. According to the Advisory Commission on Intergovernmental Relations (ACIR), voters approved only 17 of the 83 referenda on city-county consolidation between 1921 and 1979.¹⁶ Some communities have voted city-county consolidation down as many as four times. This does not include the number of times city-county consolidation was considered but not presented to the voters.

Only one two-tier metropolitan model, Miami-Dade, has been established in the United States and that was in 1958 and only two multi-county regional governments (three-tier) were set up, Minneapolis-St. Paul in 1969 and Portland in 1978.¹⁷ Metropolitan government remains the exception rather than the rule. For practical reasons, then, it is important to consider more carefully

Metropolitan governance involves the governing of a metropolitan area without formal government at the metropolitan level. Instead, reliance is placed on special-purpose bodies, the joint efforts of local governments, and arrangements between levels of government. There is considerable fragmentation, both functional and territorial, and it is only by means of an array of institutional arrangements among the various agencies and governments that co-ordination and integration can be achieved. Metropolitan governance, therefore, is a system of governing in which intergovernmental relations--in the broadest sense-- play a major role. For an effective system, however, the relationships need to be such that they generate area-wide co-ordination and integration, and they need to be overseen by an 'umbrella' body that has the capacity to view matters from a metropolitan perspective and to act in the metropolitan interest. (a)

(a) I.M. Barlow, Metropolitan Government (London: Routledge, 1991): 294-295.

3 Defining Metropolitan Governance

whether metropolitan governance may occur even in the absence of metropolitan government.

A number of communities have taken steps to bring about greater coordination, some even approaching metropolitan government. David Walker identifies several regional approaches to service delivery that range from easy to accomplish to difficult including one, two and three-tier government. The breadth and number of regional approaches to service delivery suggests metropolitan governance may occur without formal metropolitan government. But effective metropolitan governance, as Barlow points out, requires "area-wide coordination" among local governments and an "umbrella body" that can act on behalf of a metropolitan interest. But it should be remembered that even when these conditions are not met (i.e., the absence of metropolitan governance), the odds are against instituting any type of formal metropolitan government. This point cannot be emphasized enough: there have been no new metropolitan governments (consolidated city-county or multi-county regional government) created in medium or large metropolitan areas (over 200,000 people) since 1978.¹⁸

YEAR CONSOLIDATED GOVERNMENTS

1805 New Orleans-Orleans Parish
1822 Boston-Suffolk County
1854 Philadelphia-Philadelphia County
1856 San Francisco-San Francisco Co.
1898 New York-New York County
1904 Denver-Denver County
1907 Honolulu-Honolulu County
1949 Baton Rouge-East Baton Rouge Parish
1952 Hampton & Phoebus-Elizabeth County
1957 Miami-Dade County
1957 Newport News-Warwick County
1962 Nashville-Davidson County
1962 South Norfolk-Norfolk County
1962 Virginia Beach-Princess Anne County
1967 Jacksonville-Duval County
1969 Juneau-Greater Juneau Borough
1969 Carson City-Ormsby County
1970 Indianapolis-Marion County
1970 Columbus-Muscogee County
1971 Sitka-Greater Sitka Borough
1972 Lexington-Fayette County
1972 Suffolk-Nansemond County
1975 Anchorage-Anchorage Area Borough
1976 Anaconda-Deer Lodge County
1976 Butte-Silver Bow County
1981 Houma-Terrebonne Parish
1982 Battlecreek-Calhoun County
1984 Staunton-Augusta County
1987 Brunswick--Glynn County
1987 Lynchburg-Moore County
1987 Emporia-Greenville County
1989 Conyers-Rockdale County
1990 Athens-Clarke County

STATE

Louisiana
Massachusetts
Pennsylvania
California
New York
Colorado
Hawaii
Louisiana
Virginia
Florida
Virginia
Tennessee
Virginia
Virginia
Florida
Alaska
Nevada
Indiana
Georgia
Alaska
Kentucky
Virginia
Alaska
Montana
Montana
Louisiana
Michigan
Virginia
Georgia
Tennessee
Virginia
Georgia
Georgia

Sources: Sherman Landau, "Local Government Profiles," The Municipal Year Book, 1984 (Washington, D.C.: International City Management Association) 51: 13; Tom Mapp, "Nationally, Merger is a Long Shot...", The Louisville Times, 25 January, 1982, sec. A, p. 6; James F. Horan and G. Thomas Taylor, Jr., Experiments in Metropolitan Government (New York: Praeger, 1977): XV; Dan Durning, "Consolidation Referenda, 1980-1990," Vinson Institute of Government, University of Georgia.

4 Consolidated City-County Governments in the United States

EASIEST TO ACCOMPLISH

1. **Informal cooperation:** local governments sharing information, equipment etc. without a written agreement
2. **Interlocal service contracts:** one or more governments buying a service from another local government
3. **Joint powers agreements:** two or more governments work together to finance and deliver a service
4. **Extraterritorial powers:** cities are authorized by the state to act outside their boundaries, such as in planning and zoning on the urban fringe
5. **Regional councils/councils of government:** forum for top elected local officials to meet regularly on a voluntary basis to discuss issues or coordinate action
6. **Federally encouraged single-purpose regional bodies:** planning areas created because of federal aid requirements in transportation and other areas
7. **State planning and development districts:** planning areas set up by states
8. **Contracting (private):** local governments contract with private sector companies to provide urban services

HARDER TO ACCOMPLISH (structural or procedural reforms)

9. **Local special district:** single service government with independent authority and own revenue source
10. **Transfer of functions:** shift service from one government to another, such as from a city to a county
11. **Annexation:** extension of territorial boundaries of city by acquiring land bordering the city (usually requires a dual majority vote)
12. **Regional special districts and authorities:** metropolitan or area-wide special districts (can tax but not issue bonds) or authorities (can issue bonds but not tax)
13. **Metro multipurpose district:** regional district which can provide multiple services if voters approve
14. **Reformed urban county:** modernized county with home rule that provides urban services to the unincorporated areas and may provide services akin to a second tier

HARDEST TO ACCOMPLISH

15. **One-tier consolidations:** city-county consolidation
16. **Two-tier restructuring:** retain existing municipalities but create overarching metropolitan government
17. **Three-tier reforms:** retain existing municipalities and counties but create overarching regional body to coordinate or plan

Source: Adapted from: David Walker, "Snow White and the 17 Dwarfs: From Metro Cooperation to Governance," National Civic Review 76:1987: 16 reproduced in Bernard H. Ross, Myron A. Levine, and Murray S. Stedman, Jr., Urban Politics: Power in Metropolitan America (Itasca, Ill.: F.E. Peacock, 1991): 288.

**THE QUEST FOR METROPOLITAN GOVERNMENT
IN LOUISVILLE AND JEFFERSON COUNTY**

Local Governance in Jefferson County

The Louisville region, defined as Jefferson, Shelby, Oldham, and Bullitt Counties in Kentucky, and Harrison, Floyd, Clark, and Scott Counties in Southern Indiana contain over 286 local governments including 8 counties and 132 cities.¹⁹ Focusing just upon Jefferson County, which holds almost 70 percent of the region's population, there are 126 local governments, 96 of which are general purpose governments including one county government (Jefferson) and 95 city governments.²⁰ The other 30 are special purpose governments which includes two school districts and 28 special taxing districts including 22 volunteer fire districts, a sewer district (MSD), and a transportation district (TARC). There are at least another 22 subordinate local government organizations that are not classified as separate local governments. These include joint city-county agencies set up by interlocal agreements, independent public agencies, authorities, and corporations.²¹

The 93 Jefferson County cities, besides Louisville, are usually referred to as "small cities."²² Section 156 of the Kentucky Constitution states that for the purposes of "their organization and government" cities shall be divided into six classes which are to be based solely on population. Even though the Constitution specifically states that no city shall be incorporated which has fewer than 300 people, 19 of Jefferson County cities do have fewer residents. Additionally, only six of Jefferson County's 10 fourth class cities have the required 3,000 residents. Most of the small cities are mostly located in eastern Jefferson County.²³

<u>City Class</u>	<u>Population Requirement</u>	
First	100,000	or more
Second	20,000	to 99,999
Third	8,000	to 19,999
Fourth	3,000	to 7,999
Fifth	1,000	to 2,999
Sixth	300	to 1,000

6 Size Requirements for Kentucky Cities

Beyond size differentials, assigned in the constitution, the legislature has given certain privileges and responsibilities to each class of city. The main differences between classifications have to do with police jurisdiction and zoning powers. All cities may collect a real property tax and each receives intergovernmental revenue, primarily in the form of municipal road aid, which is calculated on a formula based on the city's population. There are

other differences between the classes of cities that have to do with audit requirements, long-term debts, revenue bonds and other technical areas. There is an apparent willingness on the part of state legislators to overlook the constitutional dictates for population when it comes to assigning a classification to a city.

1st Class Louisville is Kentucky's only first class city.

2nd Class Jefferson County does not have any second class cities

3rd Class May collect taxes, MUST HAVE a police department and fire department covered by civil service

4th Class May collect taxes, may have a police department which has county wide jurisdiction, has final authority over zoning matters

5th Class May collect taxes, may have a police department which has county wide jurisdiction

6th Class May collect taxes, may have an internal police department

7 Differences Between City Classifications

There is no question that advocates of metropolitan government would characterize the community as having a fragmented political structure. Efforts to establish metropolitan government in Louisville and Jefferson County date back at least to the 1940s. However, only three proposals were presented to the public in referendum: the Mallon Plan in 1956, and the 1982 and 1983 merger efforts. All of these plans were defeated. The most comprehensive local government restructuring that moves closest to metropolitan government is the Louisville and Jefferson County Compact adopted in 1986. Ironically, this reform that includes agreements on tax sharing, a freeze on annexation, and transfers of services among the local governments, was adopted without a referendum or even much public comment or community awareness.

	1950	1960	1970	1980	1990	1992 (a)
Jefferson	484,615	610,639 +26.0%	695,055 +13.8%	685,004 -1.4%	664,937 -2.9%	670,837 +0.88%
Shelby	17,912	18,493 +3.2%	18,999 +2.7%	23,328 +22.7%	24,824 +6.4%	25,829 +4.0%
Oldham	11,018	13,388 +21.5%	14,687 +9.7%	27,795 +89.2%	33,263 +19.6%	36,461 +9.6%
Bullitt	11,349	15,726 +38.5%	26,090 +65.9%	43,346 +66.1%	47,567 +9.7%	51,128 +7.5%
Harrison	17,858	19,207 +7.6%	20,423 +6.3%	27,276 +33.5%	29,890 +9.6%	30,737 +2.9%
Floyd	43,955	51,397 +16.9%	55,622 +8.2%	61,169 +9.8%	64,404 +5.3%	67,194 +4.3%
Clark	48,300	62,795 +30%	75,876 +20.8%	88,838 +17%	87,777 -1.2%	89,658 +2.1%
Scott	11,519	14,643 +27.1%	17,144 +17.0%	20,422 +19.1%	20,991 +2.8%	21,572 +2.76%
MSA Total(b)	635,007	791,645 +24.7%	906,752 +14.5%	956,756 +5.5%	952,662 0%	971,844 +2%
Regional Total(c)	646,526	806,288 +24.7%	923,896 +14.6%	977,178 +5.8%	973,653 0%	993,416 +2%

8 Population of Louisville Region by County, 1950-1992 (d)

Notes to Population of Region by County Chart

(a). 1992 Sub-county Population Estimates, U.S. Bureau of the Census

(b). The Metropolitan Statistical Area (MSA) definition used is the 1990 designation which included Jefferson, Oldham, Shelby, and Bullitt Counties in Kentucky and Clark, Floyd, and Harrison Counties in Indiana.

(c). The regional total consists of Jefferson, Oldham, and Shelby Counties in Kentucky and Clark, Floyd, Harrison, and Scott Counties in Indiana. This is not the official census MSA designation. In 1980, the Louisville MSA consisted of Jefferson, Oldham, and Bullitt Counties in Kentucky and Floyd and Clark Counties in Indiana. In 1990, Shelby County in Kentucky and Harrison County in Indiana were added to the MSA. However, after the 1990 census, Shelby County in Kentucky was removed from the MSA and Scott County in Indiana was added. Although Shelby County is no longer in the MSA, most agencies and leaders continue to treat Shelby County as part of the region.

(d). U.S. Census

- 1942....Louisville-Jefferson County Board of Health formed as the first of many joint City-County agencies. (1963 Louisville Zoo; '65, Purchasing; '66 Planning and Zoning; '68 Criminal Justice Commission; '74 Metro Parks and Recreation; '79 Museum of History and Science.)
- 1947....Louisville Mayor Leland Taylor switched position on consolidation of City and County offices and declared that consolidation of the two governments was eventually certain.
- 1947....County Commissioner E. P. White urged that the governments of Louisville and Jefferson County be consolidated.
- 1948....County Commissioner Robert A. Fihe, at his swearing in, called for the county "from boundary to boundary" be incorporated as a metropolitan area.
- 1948....Dr. K. P. Vinsel, Director of the Louisville Area Development Association, declared merger as the "only answer" to local government problems.
- 1951....State Constitution and tax laws cited as barriers to Merger.
- 1954....Louisville Mayor Andrew Broaddus said he may ask the legislature to extend the Louisville city limits to the county boundary, and in so doing, eliminate the small cities.
- 1956....The Mallon Plan, which would have expanded the Louisville city limits to take in an additional 46 square miles, failed at the polls in the suburbs and passed in the city. The requirement for approval was passage in both areas.
- 1963....Louisville Mayor William O. Cowger had Mayor Beverly Birley from the new (1962) Nashville/Davidson County Consolidated Government to speak in Louisville.
- 1968....The September Grand Jury called for the consolidation of Louisville and Jefferson County and the elimination of sixth-class cities.

9 Time Line of Government Reforms in Jefferson County

- 1970....Morton-Wyatt Plan, developed by a blue ribbon, 14-member task force headed jointly by former Louisville Mayor and KY Lt. Governor Wilson Wyatt, and former US Senator Thruston Morton, failed to win approval in the Kentucky General Assembly. The plan proposed Louisville be enlarged to include all unincorporated areas of the county. The 65+/- small cities would be granted the option of joining or rejecting the combined government.
- 1980....A plan for merging City and County governments endorsed by Mayor William Stansbury and Jefferson County Judge/Executive Mitch McConnell, failed to be approved in the Kentucky General Assembly.
- 1980....Louisville attempted to annex parts of Jefferson County. County Commissioner asked the Board of Aldermen to consider merging some city and county services instead.
- 1982....Legislation was passed that would allow Louisville and Jefferson County to reorganize structurally. The November ballot allowed all Jefferson County voters to decide the issue - the measure was defeated by less than 1500 votes.
- 1983....The same merger plan, with a few minor changes, was defeated by a margin of 5,600 votes.
- 1983-1985....Louisville aggressively sought to annex all areas contiguous to city limits. Fourteen law suits filed by Jefferson County to prevent these annexation attempts.
- 1985....Board of Aldermen agreed to postpone annexation trials - called for establishing a forum to discuss options other than annexation.
- 1985....County Commissioner Darryl Owens proposes tax base sharing based upon need to equalize resources between the city and county.
- 1986...."The Compact" - Louisville and Jefferson County entered into a 12 year agreement during which there will be no annexation by Louisville and no incorporation of new towns, the governments agreed to share the financial responsibility of several agencies, and to share the proceeds of occupational taxes.

Time Line of Jefferson County continued

The Mallon Plan, 1956

In April 1955, the county judge and mayor of Louisville established a six member committee to study local government problems and make recommendations for needed changes. "The Plan for Improvement," popularly known as the Mallon Plan--named for its chairman John H. Mallon--was presented to the voters in the fall of 1956. The Mallon Plan would have extended the City of Louisville's boundaries to include the urbanized areas of Jefferson County in order to provide these residents with urban services.²⁴ The suburban voters of Jefferson County overwhelmingly rejected being "annexed" by the City of Louisville. The dual majority vote was the major factor contributing to "The Mallon Plan's" defeat. Twenty six years were to pass before another local reorganization plan was to be presented to the voters of Jefferson County.

An extension of Louisville's boundaries to take in an additional 46 square miles of urbanized area surrounding the core city. The 68,000 affected residents would then receive urban services (garbage collection, fire protection, street maintenance etc.)

- The area to be "annexed" would have expanded and more-or-less "squared-up" the City limits.
- Notably included within the proposed new city were Shively, St. Matthews, the new General Electric Appliance Park (942 acres of farmland were purchased in 1955 by G.E. for the park), and the Southwest Ford Motor Company Assembly plant, which began production in 1955.
- The legislation for the referendum required that adoption be by a majority vote both within the City of Louisville, and within the affected area outside the City limits - called a dual majority vote.
- The residents of small cities had the option of voting to join the new government or not; however, their votes (both yes and no) were to be deducted from the totals cast outside of Louisville. Therefore, the votes within the small cities had no effect upon the acceptance or rejection of the overall Plan - only on whether or not their city would join.
- The ultimate vote accepted the plan by a simple majority of the ballots cast. However, the plan was resoundingly defeated by a 2-1 margin in the suburbs.

The 1982 and 1983 Merger Efforts

The 1982 Merger Proposal

Mayor Harvey Sloane and Judge-Executive Mitch McConnell asked the state legislature in 1982 for a law authorizing city and county government reorganization. Senate Bill 13, known as the "GO Bill" (government option bill) was championed by lobbyists provided by the Chamber of Commerce and Project 2000, an organization of the community's business elite. State Senator David Karem, one of the "GO Bill's" co-sponsors, observed that the bad economy in the early 1980's gave a sense of urgency to the argument for reorganization. Other supporters argued that restructuring the governmental units would end government duplication and make the county more attractive for business investments. Legislators were persuaded to support the bill because the decline of Louisville's industrial base indicated that the community had serious problems that needed to be addressed promptly.²⁵

The major obstacles to be resolved before the GO bill could be adopted were who should select the members of the commission that would draw up the reorganization plan and whether Jefferson County's small cities should be exempted from reorganization. The "Go Bill" was passed after it was amended to guarantee the continued existence of Jefferson County's 80 plus small cities. In March 1982, the government option bill was signed into law by Governor John Y. Brown, Jr. A summary of the 1982 Reorganization Charter process and commission recommendations is provided in Box 11.²⁶

The merger proposal was defeated at the polls in November 1982 by 1,450 votes out of 182,078 ballots cast. The eagerness of local officials to get the referendum on the November ballot made it necessary to establish the Interim Commission. This caused uneasiness among voters who wondered why it was necessary to accelerate such an important and difficult decision. The rush fueled suspicions of many local voters who already questioned the motives of the "East End" and the "downtown" business community for pushing consolidation in the first place.

The 1983 Merger Proposal

After the defeat of the 1982 Merger referendum, Dr. Eugene Petrik, the chairman of that effort, called for the issue to be placed on the 1983 ballot. He feared that the 1984 Kentucky General Assembly planned to repeal the enabling legislation for government reorganization in Jefferson County.²⁷ In July a new commission was named and Joe Corradino, a local engineering firm executive and member of the 1982 Commission, was named as director. Sixteen of the 26 commission members served on the 1982 panel.²⁸

The 1983 merger proposal was defeated by a margin of 5,600 votes out of approximately 182,000 ballots cast, a greater margin than the 1982 vote. One of the often mentioned problems with the 1983 merger attempt was the distraction of the two major political

- Louisville and Jefferson County be reorganized into a single government.
- Three general categories of tax and service areas be created: Basic, Intermediate, and Full Service Areas.
- All small cities, fire protection and volunteer fire districts, and all other legally constituted special districts, continue to exist.
- Legislative Body: 19 members, elected by district with staggered four year terms, and could succeed themselves. Each member would represent approximately 36,000 people.
- Chief Executive: To be called Mayor, elected for a four year term, and could serve succeeding terms.
- Similar departments or agencies of the two governments be combined into single executive departments.
- All boards, commissions and authorities be continued for 18 months under the new government, at which time they would cease to exist unless specifically continued by ordinance.
- Constitutionally required local officials would remain in place, i.e. Property Valuation Administrator, Coroner, Sheriff, County Clerk, Commonwealth Attorney and others.
- No city or county police officers would lose their jobs due to consolidation and pension rights would be continued - new hires to participate in a new pension plan.
- Necessary workforce reductions accomplished through attrition.
- Implementation date: January 1, 1986.

11 Commission Recommendations, 1982

- Prohibition of annexation of any or all of the Full Service Area (former City of Louisville) by small cities.
- 27 Council members (rather than 19) - City Ward boundaries and county neighborhood boundaries to be honored.
- Louisville Full Service Committee created, made up of council members from the Full Service Area to oversee provision of urban services.
- Mayor limited to three terms in a lifetime (rather than unlimited succeeding terms).
- Two categories of tax and service areas: Basic (entire county) and Full Service Area (former City of Louisville) - no Intermediate service area as in 1982.

12 Differences Between 1982 and 1983 Charters

leaders in the county. Mayor Sloane was actively running for Kentucky Governor until his defeat in the primary and County Judge-Executive McConnell was mounting a statewide campaign for the 1984 U.S. Senate race. Additionally, a failure to court the east part of the county, where the measure had won easily the year before, resulted in a critical slippage in merger support.²⁹

Post Mortem on Merger

Underlying the defeat of both merger proposals was an alliance between African Americans in Louisville's west end and white blue collar residents in Louisville's south end and southwest Jefferson County. The impetus for this coalition was suspicion of the "downtown" business community and the "east end elites." In addition, the police lodges and small city residents viewed merger as hostile to their interests.

In a 1987 post mortem of the 1982 and 1983 merger efforts, Robert Schulman, a veteran local print and broadcast journalist, called Louisville a "Splitsville" - a community with split ends - which may never realize its potential unless the community leaders contrive to mend the community's fabric of fragmentation. He observed that the merger issue was perceived as a Downtown and East End conspiracy and that this perception made Southwest whites and West End blacks amenable to putting aside the bitter memories of the Southwest County school-busing violence in 1974 to ally themselves against a perceived common foe--downtown and East End interests.³⁰

Patricia Stewart, a former president of the League of Women Voters of Louisville and Jefferson County and executive director of Project 2000, an organization of the business elite, came to a similar conclusion. Examining the 1982 merger vote, Stewart found a coalition of white suburban blue collar voters and black central city voters joined together to defeat the referendum. The driving force behind this alliance was a distrust of the community's power structure and its objectives in pushing merger.³¹

Opposition in the African American community was led by Darryl Owens, a politically active attorney (currently a member of the Jefferson County Fiscal Court) and State Senator Georgia Davis Powers, D-West Louisville. Powers and Owens had served on the 1982 Charter Commission that drafted the merger proposal. They went public with their opposition to the charter almost immediately after the commission voted to approve the charter language. These and other African American leaders objected when the commission voted 15-8 to adopt the reorganization plan without taking into consideration concerns raised during public hearings before community groups. Additionally, they said that the plan was adopted in haste and that they felt that the mayor of the proposed merged government would be too powerful.

Powers headed an umbrella anti-merger organization called "Voters Opposed To Enlargement" or, VOTE as the organization soon became known. It was a loosely formed organization whose membership represented 26 organizations and individuals, including

city and county police bargaining units, PAC 10 (an African American political action committee), 18 state representatives, and five members of the Louisville Board of Aldermen. Owens led a corps of opposition leaders in a crisscross over the county speaking out against merger. The Louisville chapter of the National Association for the Advancement of Colored People (NAACP) provided help in getting out the "NO" votes by supplying voter transportation to the polls on election day. Several NAACP leaders personally knocked on doors in West Louisville precincts to urge residents to vote against merger.³²

The African American community feared it would lose newly won political influence under a merged city-county government which would dilute its population, concentrated in the city. At the time, African Americans held four of the 12 positions on the Board of Aldermen, two of four cabinet posts in city government and many mid-level governmental positions. After the merger defeat, Senator Powers observed that too often the downtown business and political leaders adopt a take-it-or-leave-it attitude about situations which should involve whole community decisions. Powers said, "We're saying in the West End and the South End that we want to be in on the making of policy from the beginning."³³

	Louisville			Jefferson County		
	Nonwhite	Total	Percent	Nonwhite	Total	Percent
1950	57,772	369,129	15.6	62,750	484,615	12.9
1960	70,449	390,639	18	78,890	610,947	12.9
1970	86,040	361,472	23.8	95,588	695,055	13.7
1980	84,080	298,451	28.1	109,702	685,004	16
1990	79,783	269,063	29.6	113,435	664,937	17

Source: U.S. Census.

Note: For 1950 and 1960, numbers are for "nonwhites." For 1970, 1980, and 1990, numbers are for African Americans only.

13 African American Population, Louisville and Jefferson County

Police lodges also uniformly opposed the consolidation of Louisville and Jefferson County in both 1982 and 1983. There were many fears, real or imagined, that made participation by lodge members very active, particularly in the 1982 anti-merger campaign. The combined membership of the police lodges during that time was 1,572, exceeding the margin of defeat for the 1982 referendum.³⁴

- Concerns about guaranteed collective bargaining rights. The City police had such rights and were afraid that a new government would abolish them.
- Differences in retirement systems, pay scales, and take-home car policies.
 - Each major department had its own retirement system and wanted to keep it intact.
 - Nearly all county officers had take home cars which could be used for personal business. Only commanding officers in the City had such cars (for official business only.) County officers feared that they would lose their cars - due to a lack of supply.
- Because of confusion about what jurisdiction a merged force would have, trained officers from the small city departments wanted a guarantee that they would be offered jobs on the merged police force if the small departments were engulfed.

14 Police Lodge Concerns

Small cities also played a role in the defeat of the two merger proposals even though they were excluded from both efforts, a fact which offended some Louisville inhabitants and residents of the unincorporated areas of the county. Officially the small cities did not oppose the referenda - but neither did they push for passage of the issue.

The Louisville and Jefferson County Compact³⁵

The Louisville and Jefferson County Compact was adopted in 1986 after the two failed efforts at city-county consolidation. The compact, set up to last for 12 years, expires in 1998. Since this agreement was adopted by the City of Louisville, Jefferson County, and the Commonwealth of Kentucky, no party can unilaterally withdraw and the terms of the agreement can not be altered until its expiration at which time the compact can be renewed, renegotiated, or simply expire.

In the 1970s and 1980s, the city of Louisville and Jefferson County battled each other over annexation, joint agency operation and funding, and economic development. As in metropolitan areas throughout the country, population growth was occurring on the urban fringe, businesses were closing in the central city, and new business was frequently locating in the outlying areas. The city was feeling the pinch of less federal aid, a declining economy, and a loss of population which resulted in less revenue at the same time demands were being made by residents for more government services. The 1982 and 1983 merger efforts were undertaken in an attempt to overcome these problems. As previously discussed, both were defeated. The city pursued annexation with a new vigor in the summer of 1985, proposing to annex all of the unincorporated area in the county that was contiguous to the Louisville city limits.

Annexation seriously threatened county revenues. The county and the city both relied on the occupational tax for more than half of their revenues.³⁶ But employees inside the corporate boundaries of Louisville do not pay occupational taxes to Jefferson County. Therefore, every successful annexation by the City of Louisville reduces county revenues. When the city annexed the Oxmoor Shopping Mall, the county lost several hundred thousand dollars in annual occupational tax receipts.

	City of Louisville	Percent Growth	Jefferson County	Percent Growth	City Share of County
1950	369,129		484,615		76.1%
1960	390,639	+ 5.9%	610,947	+26.0%	63.9%
1970	361,706	- 7.4%	695,055	+13.7%	52.0%
1980	298,451	-17.4%	685,004	- 1.4%	43.5%
1990	269,063	- 9.8%	664,937	- 2.9%	40.4%

15 Population of Louisville as Share of County, 1950-1990³⁷

Competition for economic development is also related to the occupational tax funding system upon which both governments rely. The city wanted new industry or business expansion to take place within city boundaries to gain the additional occupational tax

revenues. The county, on the other hand, would not gain any additional occupational tax revenues if a business located or expanded in the city boundaries. Therefore, the county had an incentive to recruit business to sites outside of the city limits.

By 1985, city-county disagreements over annexation, the financing of services in the joint-agencies, and more intense competition for new industry were leading toward a crisis. Legislators made it fairly clear that they would deal with the issues if the city and county did not, possibly by taking away the city's ability to annex unincorporated areas.

Undoubtedly, crisis was the impetus for action between the two parties. However, crisis alone is not sufficient to account for the adoption of the compact. Conflict between the two governments was driven by their separate need for an adequate revenue source which led to an unhealthy competition for economic development and an unwillingness to cooperate to better provide services to the community. Further, differences in the priorities of the two governments and their financial abilities meant that the independent agencies that were funded by both the city and the county could easily play one unit against the other exacerbating tensions.

A unique opportunity to deal with these issues presented itself, in the fall of 1985, when outgoing city Mayor Harvey Sloane was elected county judge-executive. For the first time, a mayor of Louisville would serve as county judge-executive. Sloane knew intimately the city's concerns. Sloane was replaced as mayor by Jerry Abramson, a former member of the Board of Alderman. Both were Democrats, shared the same concerns, and drew on similar political support.

Over a period of several months, during the transition from election to taking office, the mayor and judge-executive were able to negotiate the Louisville-Jefferson County Compact. The mayor and the county judge were striving to foster greater cooperation between the two governments, especially with respect to economic development and to provide a respite for the community torn by battles over merger, annexation, and intergovernmental warfare over economic development and joint agency operations. The compact was, in effect, a "peace treaty" between the two governments.

The city and the county were able to resolve many of their differences with the adoption of the Louisville and Jefferson County Compact in 1986. Under this innovative agreement, the city and the county agreed to share revenue from the occupational tax, thus ending divisive annexation battles and competition for economic development. In addition, the two governments agreed to new arrangements for funding and managing the independent joint agencies, designed to bring about greater political accountability and more fiscal control, but also involving a resorting of services among the two governments. The city also agreed to relinquish its efforts at annexation in return for the county assuming a greater share of the costs of providing urban services. The compact had little direct affect on the other cities in the county.³⁸

- (1) both top elected officials were of the same political party and the newly elected County Judge-Executive had just vacated the position as mayor of the City of Louisville;
- (2) the external threat of state legislative intervention if the two governments could not come to some agreement;
- (3) the precedent of a number of joint agencies already in existence, the result of agreements from the 1940s onwards. The two governments had "learned" how to work together to some extent because of their extended interaction over several decades;
- (4) the business community was pushing for an end to competition for economic development which was perceived as harmful to Louisville's economic development efforts;
- (5) the failure of two previous merger efforts meant that leaders had to seek some alternative rather than city-county consolidation;
- (6) battles over annexation were a no-win situation for both governments. The county could delay the city's annexation in the court. On the other hand, if the city won, the county would lose all of the occupational taxes in the areas annexed.
- (7) the political environment in the community was such that the mayor and judge did not feel the need to consult a lot of groups in the community or to hold time-delaying public hearings before acting. Having hammered out an agreement, they were able to have it adopted in the state legislature and pass it locally without giving agencies or community groups time to mobilize opposition;
- (8) an atmosphere of crisis pervaded the community resulting from fierce competition for economic development and battles over annexation between the city and county

16 Unique Features of Political Environment Leading to Compact

Tax Sharing: The City of Louisville and Jefferson County agree to share the occupational tax based on a formula in which the city receives approximately 58 percent and the county 42 percent of the total revenue. This formula used 1985 as a base year to distribute revenues between the two governments. Separate formulas provide for adjusting revenues for inflation and for the distribution of new growth since 1985.

Annexation: Changes in annexation procedures effectively freezing annexation or the incorporation of new cities in Jefferson County.

For the duration of the compact, the City of Louisville can no longer annex without a majority of the residents in the affected areas voting in favor of their annexation.

If the compact is not renewed or is otherwise terminated, the City of Louisville will have first rights to annex all lands it had attempted to annex in 1985 prior to the Compact's adoption.

No new small cities can be established in Jefferson County and small cities shall not annex any areas for the life of the compact.

Resorting of Services: A reorganization of joint city-county independent agencies involving functional transfers of services between the city and county. This resorting of services also reduced the number and independence of joint-agencies (see next table).

Remaining joint agencies have an executive director appointed jointly by the mayor and county judge. Agency boards are only advisory with members appointed by both the judge and the mayor and serving three year terms.

The city and the county continue to split equally the costs of the joint agencies.

One new joint city-county agency was established--the Office of Economic Development.

The county agreed to take on an additional \$1 million in service costs in the reassignment of joint agencies as compensation for the city relinquishing annexation efforts and to reflect the changing population of the city - which had declined from over 50 percent of the county population in 1970 to about 40 percent by the time the agreement was adopted.

17 Main Provisions of the Compact

Reassigned to Jefferson County	Reassigned to City of Louisville	Remaining Joint Agencies	New Joint Agencies
Air Pollution	Disaster and Emergency Services	Library	Economic Development
Health	Human Relations Commission	Parks	
Crime Commission	History and Science Museum	Transit	
Planning	Zoo	Sewer	

18 Reassignment of Joint-Independent Agencies Under the Compact

Assessing the Compact

The compact entails more than just an agreement on how the city and county produce, deliver, and finance services in Louisville and Jefferson County. The compact represents a more comprehensive approach to interlocal agreements than the ad hoc year-by-year incremental approach. There is not a single document that encompasses the entire agreement. A number of city and county ordinances were adopted to implement the compact. The compact must be understood not as a single document that binds the two governments together, but as a process that institutionalizes cooperation between the two governments. An intangible aspect of the compact that is frequently pointed to is a spirit of cooperation that is said to bind the two governments. Many community leaders treat the compact as sacred, although it is doubtful that many members of the community are even aware of the existence of the compact.

Benefits of the Compact

The compact has had several positive effects in the community. It appears to have led to some limited cooperation between the city and county governments that was previously lacking. Conflicts over annexation have been eliminated. The parceling out of eight agencies to one or the other government has reduced conflict over joint agency funding and thus the overall level of tension between the city and county governments has subsided. Local officials also believe that compact has been a boon to economic development citing the extension of the city's enterprise zone to the county and the opportunity for a joint approach to economic development.

Since 1986, city and county government, under the guidance of the mayor and county judge, have forged a strong public-private

partnership with local business leaders (centered in the Greater Louisville Economic Development Partnership) to set economic development priorities and coordinate public and private economic development efforts. One of the greatest successes of this partnership has been the airport expansion project to serve United Parcel Service (UPS). Without the compact providing the basis for a unified economic development effort by local government, it is unlikely that this project could have been accomplished.³⁹ The tax sharing provision of the compact has eliminated the intense competition between the two governments for economic development.

Benefits of the Compact

Reduces conflict over joint agency funding and operation

Eliminates conflict over annexation

Greatly reduces competition for economic development

Office of Economic Development established as new city-county joint agency

Formal public-private partnership established with business community

Fosters cooperation between city and county government

Problems with the Compact

County believes tax sharing formulas and functional transfers of services embodied in the compact favor the city and have led to county fiscal difficulties

Equal funding requirement for joint agency budgets poses problem if one of the governments cuts budget (not foreseen in original agreement)

Lack of coordination between county and city in setting priorities and implementing policies for community development and associated state legislature funding requests (e.g., bridge, waterfront redevelopment, Hall of Justice)

Executive directors of joint agencies feel strain of responding to two political systems (Mayor and Board of Alderman, Judge and Fiscal Court)

19 Assessing the Compact

Criticism of the Compact

County budget problems in the early 1990s illuminated several weaknesses in the compact as a mechanism to keep the peace between the city and the county. Budget shortages caused the county to raise several objections to the compact. First, new growth in the community has been outside of the city leading the county to believe it is being short-changed under the tax-sharing formulas of the compact. Since the adoption of the compact eight years ago, the county has transferred just under ten million dollars to the city under the tax sharing agreement, four million dollars in the past year alone.

County officials also complain that the transfer of services between the city and the county was one-sided and that the city was able to shift the burden of more expensive services to the county without looking more broadly at service burdens not previously covered by joint agencies, such as county corrections. They argue that the county is left with services that are more costly and where costs are increasing at a greater rate.⁴⁰

Additionally, in the late 1980's state legislation allowed Jefferson County to begin imposing a tax on insurance premiums sold within its boundaries. This tax had been in place in Louisville and other cities for several years. In Jefferson County most small cities chose not to collect the insurance tax until 1990 when the county announced its intention to use the tax as a way to ease its revenue shortfall. A municipal tax on insurance premiums preempts the county tax. Small cities reasoned that if the tax was going to be collected anyway, they might as well keep the revenues in their own communities. County officials believe hundreds of thousands of dollars are being siphoned off by small cities each year. They also feel that much of the revenue generated is inappropriately going to the City of Louisville because insurance companies have trouble determining which government to pay the tax. Jefferson County has called for an audit of these monies to ensure it gets its fair share.

Underlying many of the county's complaints is the feeling that the compact really represents an agreement between two mayors--incoming Mayor Jerry Abramson and outgoing Mayor Harvey Sloane newly elected to the office of county judge-executive. County officials feel that Sloane did not adequately protect the county's interests.⁴¹

These issues came to a head in 1990 when Judge-Executive David Armstrong took office and found what he believed was a fiscal crisis requiring budget cuts in county expenditures. At one point he proposed up to \$1.5 million in joint-agency budget cuts alone with another \$1.4 million in proposed cuts to the health department, previously a joint-agency that was now funded by the county. These proposed budget cuts posed a dilemma for the city. The compact provides for an equal funding (50:50) to joint agencies. The city could cut back its contributions to joint agencies to county funding levels, provide additional funding to joint agencies for additional services limited to city residents,

or make-up for county budget cuts with city funds to maintain the joint-agencies budgets and services. None of the options was particularly desirable, although there was some precedent for earmarking contributions. For example, in agencies such as parks and economic development, the governments have funded special projects of their own in the past.

Fear of a declining revenue base in the city and the county raised the specter of renewed city-county conflict and threatened the compact. Not only was joint agency funding once again problematic, but 1990 census figures pointed to continuing population losses in the city (-9.8%) and county (-2.9%) between 1980 and 1990. At present, both the city and county population appear to have stabilized and economic growth has meant that the revenues of both governments have grown.⁴²

The "spirit of cooperation" between the city and county has been strained not only by arguments over money, but by disagreements over community priorities. Both the mayor and judge-executive have clashed over the question of building a new bridge connecting to Southern Indiana. The judge favors a bridge in the eastern part of the county to complete an outer beltway and to promote economic development. The mayor favors a downtown site to relieve congestion and to rebuild a poorly designed intersection of three major interstate highways. Underlying their opposing positions are the divergent constituencies the two leaders represent, one based in the older central city and the other in the suburbanizing areas. This issue has regional implications as well, as Southern Indiana economic and political leaders have indicated that an eastern bridge site is a prerequisite to any future regional cooperation.

The mayor and the judge-executive have disagreed on other economic development priorities and state legislative funding priorities. In the past year, the city's top priority was expansion of the downtown Commonwealth Convention Center, while the county wanted a new Hall of Justice. The University of Louisville had a separate agenda and a private business group was pushing a stadium project as yet another priority. In an effort to compromise, all of these projects were listed as top priorities in different categories. None was approved by the state. Given the legislature's surprising fiscal restraint in the last session, it is not clear whether any would have been funded even if both governments and community leaders agreed on the community's top priority.

The Future of the Compact?

This difference over city and county priorities in conjunction with the county fiscal difficulties has called the compact into question. Until recently, both city and county leaders spoke in glowing terms about the compact and refused to identify specific tensions between the governments. While it is clear that city and county conflicts persisted even after the compact's adoption, the relationship between the mayor and the judge is not as strong as it

once was and there are questions about whether they consult directly with each other, although their staffs still work closely together.

However, the compact is in no danger of immediate collapse. In fact, there are a number of conditions that suggest that the compact will endure not only until 1998, but failing another consolidation effort, in all likelihood the compact will be renewed (perhaps with revisions) into the next century. One reason is because the county's fiscal crisis has eased. Beyond that, there are tremendous pressures that work to keep the compact in operation and bode well for its renewal. There are intangible psychological benefits that are provided by the compact; there is a sense that the community is at peace and that local officials are working cooperatively.

In the back of everyone's mind is the specter of what happens if the compact is abrogated. No one wants a return to the days of open warfare between city and county government. The failure of the compact would result in the renewal of annexation battles and competition for economic development. One observer characterized it as a "mindset" that community leaders have acquired. No politician can afford to be seen as working against cooperation or seeking to reopen old battles that have been settled.

If no action is taken by the city, the county and the state legislature to renew the compact prior to July 1, 1998, it is unclear what the consequences will be. In theory, things will return to the way they were in 1986. The occupational tax will no longer be shared. Annexation will again be an issue as the city attempts to capture more revenue through territorial expansion. Each government will again have an incentive to compete for business. Less clear, is what would happen to the joint agencies, many of which were set up through individual bills adopted by the city and the county. These would have to be renegotiated. It is hoped by both city and county officials that the problems which were addressed by the compact can again be dealt with long before the compact expires.

Another Merger Effort?

The mayor and county judge have indicated that they still favor some form of metropolitan government, preferably city-county consolidation. Both officials have stressed the need for one leader in the community who can set the agenda. This view has been echoed by the business community which has argued that local government restructuring is critical for community economic development. The business community has been responsible for the major push to put merger back on the community agenda growing out of a Chamber of Commerce strategic planning process, financed by the Greater Louisville Economic Development Partnership (Partnership) to develop an economic development plan for the community.

A local government task force was established in January of 1993. A news story reported that "a small but influential and

diverse group of community leaders has been meeting since January with the goal of developing a 'common vision' for local government--how it can be reorganized to make it more efficient and more effective." The group was called together by A. Wallace Grafton, Jr., who was chairman of the Regional Economic Development Strategy and a member of the governance subcommittee. Grafton referred to the committee as a 'nominating committee' to decide who should be on a larger task force. Grafton indicated that the Partnership would finance the estimated \$550,000 endeavor. The committee included 29 persons including opponents of the two previous merger efforts.

After several meetings, the group suddenly stopped meeting without explanation even to several of the participants. The primary problem appeared to be that the Partnership had not yet made a commitment to finance and support the effort and local government reorganization was not ranked as high an economic development priority as other items by the Partnership board. This was rectified when in April of 1993, the Partnership agreed on a final set of six priority objectives for implementation.⁴³ First on the list was to study and reorganize local government in Jefferson County. Still, business leaders were not in total agreement that local government reorganization should take precedence over other economic development priorities and further action required waiting until the Partnership raised funds to support this effort.

In January of 1994, there was movement on local government reorganization once again, this time emanating from the mayor and county judge. The mayor was clearly interested in city-county consolidation, not wanting to set up a process that might not result in this kind of proposal. The county judge was less clear, making reference to the possibility of other metropolitan government schemes. Fearing the process was moving ahead without them, the City of Louisville Board of Aldermen and the Jefferson County Fiscal Court proposed their own study of metropolitan government.

After quiet and fierce negotiations between the mayor, county judge, president of the Board of Aldermen, and a Fiscal Court member,⁴⁴ a new approach was agreed upon. A local government commission would be set up and given free rein to study local government, the existing compact, and alternatives to providing urban services including possibly merger or metropolitan government. A 16 person nominating committee was set up and the project coordinator for the Regional Economic Development Strategy was appointed to staff the committee pending the selection of the larger citizen's committee with 128 persons.

The nominating committee seems to have also taken on the role of steering committee and has been meeting since May 1994. It has been plagued with distrust among members representing various constituencies including the city, county, small cities and the African American community. The committee has been unable to agree on a workplan and delayed several times its selection of the larger citizen's task force and a decision as to what role the larger

committee would play in the process. A. Wallace Grafton, Jr. resigned from the committee in October 1994. He expressed concern that not enough progress was being made and that his presence was perhaps an obstacle given his past preferences for merger.⁴⁵ It is unclear what the committee will do next.

The Impetus for Local Government Reorganization

It is unclear whether the impetus for local government reorganization in the community really stems from economic development concerns or if concern for economic development has become the vehicle to sell local government reorganization.⁴⁶ The business community has long favored merger in this community. It is also unclear whether it is really economic development or some other issues that lead the mayor and county judge to favor merger or other metropolitan government schemes. The most common explanation provided by both business leaders and the mayor and judge for local government reorganization is that a community must have one common vision and leader and that this is not the case in Louisville and Jefferson County. When asked for specific examples, few are forthcoming except perhaps that the city and county have a different set of priorities, such as the location of another bridge across the Ohio River.

There are several problems with this rationale. One is that it assumes that there is something inherently wrong with the city and county having potentially conflicting goals. In fact, it is natural for them to have conflicting goals as the governments represent different political constituencies. The city government represents an inner city population including about one third African American. The city has older neighborhoods, a higher level of poverty, greater diversity in its population, and houses the central business district. This leads to differences with respect to needed services and a greater concern with the revitalization of downtown.

While the county has the same concerns to some extent, it also is concerned with the needs of the 60 percent of the county population not in the City of Louisville. It is more focused on infrastructure placement in the outlying areas because these are the areas it is primarily responsible for. Although differences between the two governments may sometimes result in differing priorities in terms of state legislative funding, it is usually possible to compromise on issues. The existence of the compact, particularly its tax sharing provisions greatly facilitates cooperation among the two governments.

The notion exists that somehow if the city and county governments were to consolidate, there would be only one community vision in Jefferson County. This is not true. There would still be separate central city needs from the rest of the county given the population, housing stock, age of the infrastructure, and the sunken investment in downtown. A single vision may be enunciated from the newly consolidated government, but that does not mean that it would result in a set of policies that would reflect the entire

community's interests. A single unified vision in actuality may be a suburban vision without the existing central city political institutions to focus attention and resources on unique central city concerns.

The Regional Economic Development Strategy was initiated in the spring of 1991.

The overall mission that guided the process was to:

Generate sustained economic growth of the Metropolitan Statistical Areas (MSA) exceeding the national average (identified by the number of jobs created and per capita income) and equitably distribute the benefits of this economic growth to all demographic groups and geographic areas of the region. (a)

The objective on Jefferson County Governance was as follows:

By early 1993, convene a broad-based (both demographically and geographically) Citizens Task Force, supported by appropriate funding and staff, to study all governmental institutions and entities in Jefferson County; make recommendations to ensure the efficient delivery of governmental services; and create a consensus vision of governmental organization that best supports the community's future growth and development. Implement the steps required to achieve the vision. (b)

- (a) Regional Economic Development Strategy, "Implementation Plan 1992-2001: Final Report," August 1992, p. 37.
- (b) Joint Partnership-Chamber Implementation Plan Review Committee, "Investment Strategies," April 1993, p. 4.

20 Regional Economic Development Strategy

The rationale for local government reorganization was as follows:

The structure of government in Jefferson County is seen as a major impediment to consensus building and coordination, not only for Jefferson County but also for all counties in the region. . . .

At the heart of this issue is the strongly felt need for a decision-making process that is more coherent and effective in addressing economic development issues that span City and County, and beyond. The inherent political dynamics of two large governmental entities, with dual legislative and executive branches, often result in policies that conflict or that fail to support each other across the City/County line. Financial resources to support economic development programs are also deployed in a fragmented, less focused manner. The essential problem is one of leadership, not merely one of operations and services.

It is clear that in the vigorous competition for economic growth during the next several years, winning communities will be those that best manage their limited human and monetary capital. Prosperous communities will establish priorities and focus their resources on those priorities. But first a consensus vision of these economic-growth goals must be achieved--or efforts will not bear fruit. Such a consensus vision for governance has not been accomplished in Jefferson County.

Clearly this is not solely a governmental matter, as many of the things that divide our community have nothing to do with government. However, government is the one thing besides geographic proximity that we all share. Government is also something in which we all have a voice. It is, therefore, a logical starting place to explore ways for developing consensus. Consideration of any other starting place ignores another important reality: Government, as the largest spender of resources in the community has the single greatest influence on community priorities.

It must be emphasized, however, that this does not signal an automatic call for a unified metropolitan government. Communities such as Charlotte-Mecklenburg County and Atlanta-Fulton and DeKalb Counties have achieved consensus on strategies for economic growth without metropolitan government. Other regions learned to set priorities and focus resources under diverse governmental systems. On the other hand, communities just a few miles away have used metropolitan government to solve service and delivery problems and achieve a community consensus. Each has a unique cultural and economic milieu; therefore, no single formula for successful governmental organization exists. (a)

(a) Regional Economic Development Strategy, "Implementation Plan 1992-2001: Final Report," August 1992, p. 56.

21 Rationale for Local Government Reorganization in Regional Economic Development Strategy

The Compact: Metropolitan Government or Governance?

Is the compact a viable alternative to metropolitan government providing for metropolitan governance without formal metropolitan government? Does area-wide co-ordination and integration occur in the delivery of urban services? Is there a need to establish an umbrella body that can view matters from a metropolitan perspective and act on behalf of a metropolitan interest? In some respects, the answer to these questions depends upon whether one defines the metropolitan region as Jefferson County or if one defines the region as the Louisville metropolitan statistical area plus Shelby County. If the region is defined as the metropolitan statistical area plus Shelby County, then co-ordination and integration are practically non-existent. The only multi-county entity is the Kentuckiana Planning and Development Agency (KIPDA) which serves as the metropolitan planning organization for transportation issues. However, KIPDA does not act as a council of government and does not serve as an umbrella body to address metropolitan issues.

If Jefferson County is treated as the metropolitan area (holding about 70 percent of the region's population), then the conditions for metropolitan governance exist in some measure. Although there is not a single metropolitan government in the county, the compact essentially brings together several functions--economic development, transit, libraries, parks, and sewers--under a single authority county-wide. Although there is not a unified government, the mayor and county judge acting in tandem appoint the executive directors of these agencies and oversee their administration.⁴⁷

Further coordination occurs between the city and county through regular contact between their top staffs and participation by the two governments in a strong public-private partnership with the business community. Underlying the coordination between the two governments is an agreement about sharing tax revenues from the occupational tax and a moratorium on city annexation which provides the basis for cooperation. Although not an ideal arrangement from the standpoint of advocates of metropolitan government, this is far greater than that found in many communities

An Agenda for Local Government Study

The local government reorganization process stalled in October 1994. After meeting for 5 months (May to October 1994), there has been little progress on setting a general agenda, time-table, or specific workplan. Steering committee members distrust each others' intentions, some believing the process has been predetermined to arrive at merger of city and county government. Much of the difficulty experienced by the local government steering committee probably results from the structure and process being followed and the history of local government reform in the community.

The National Academy of Public Administration authored a handbook for local government study commissions that offers some

clues as to why the steering committee may be deadlocked. The Academy finds that "the selection and composition of the study commission is critical to its eventual success or failure." It suggests that successful local government study and reorganization requires study commission members to be broadly representative of the community. It also calls for members to have some degree of independence to study issues and come to their own conclusions about the need for local government reorganization. The present steering committee members appear to be fairly representative of diverse members of the community as well as pro-and-anti merger positions. Whether steering committee members have independence is more open to question. Many members were selected to represent specific constituencies or serve as formal representatives of the mayor or county judge. This suggests that the committee members are not independent and must adhere to strict positions established outside the committee.

In addition, the steering committee is staffed by the Chamber of Commerce. The present process traces its roots to the recent Regional Economic Development Strategy (REDS). Although REDS recommended local government study and reorganization as an economic development priority, many believe that the real agenda was to push merger with little evidence offered that merger would actually have an impact on economic development in the community. The fact that the staff is so closely associated with the previous process undermines the credibility of the project among some steering committee members. More importantly, in light of the history of the two failed merger efforts, it threatens the prospects of recommended reforms gaining acceptance in the broader community.

The National Academy of Public Administration also offers some recommendations as to what a local government study commission should do that may help the steering committee move beyond its initial paralysis. The first step the Academy recommends is that members engage in problem identification. Rather than focus on solutions, such as merger, the Academy suggests that members spend time identifying what the present problems are that are related to the structure of local government.

Identification of the problem(s): "[T]he commission must spend some time discussing the community conditions it is trying to improve or change. The members must continually ask themselves--why reform? What major problems is the commission attempting to resolve?"

Selection of commission members: "A local government study commission should be formed with three key criteria in mind: it must be broadly representative, linked to local government, and have strong and active leadership."

"[I]t should be made clear that the members were chosen as individuals and not as representatives of organizations or groups who must seek an outside mandate before they can reach conclusions."

The commission's charge: "Hopefully, a metropolitan study commission should have as few constraints as possible placed upon it before it begins work. . . . The commission should, however, be charged with one major test or criterion in its final recommendations--that of feasibility. It should be asked to produce a reorganization plan with a reasonable prospect of adoption."

Appointment of staff: "A full-time staff and separate office facilities are essential. The commission must have high visibility in the community and be viewed as separate from local government and private organizations and institutions, such as the League of Women Voters or the Chamber of Commerce. While local private organizations may have outstanding reputations, their public image could alienate some elements of the community and cause them to prejudge the commission's work."

Topics for Initial Study: "The first substantive task of the commission is to engage itself in a process of self education on three major topics: (1) the existing system of local government, (2) previous successful and unsuccessful efforts to reform the local government system, and (3) relevant national and foreign experience with metropolitan and local government reorganization."

22 National Academy of Public Administration Recommendations for Local Government Study Commissions

To facilitate a problem oriented approach, the Academy recommends the committee undertake an intensive analysis of local government in the metropolitan community. Specifically, the Academy suggests that a functional analysis of services performed by governments in the community be carried out with attention to issues of efficiency, effectiveness, equity, and accountability/flexibility. Then, the committee will be in a position to judge what reforms may be needed.

Functional analysis can provide specific answers to questions about the performance and capacity of local government. Beginning with this approach enables a commission to have greater flexibility in the design of its final recommendations. It might help to eliminate an initial bias that deficiencies in the system are attributable primarily to governmental organization and structure. Rather, it presumes that a more important initial question is the assignment of functions and activities within the system. Some efforts to modernize local government have begun with the a priori assumption that fragmentation and the excessive number of local units are major obstacles which can be resolved by structural change. This study approach begins with the premise that judgments about the number or size of local political units cannot be made without first understanding the roles and functions assigned to them.⁴⁸

The National Academy of Public Administration also recommends that a study commission undertake a taxation and fiscal analysis. This will provide the commission with a clearer picture of the local revenue system and existing disparities among and between jurisdictions and residents. This allows the commission to consider whether the financing of urban services is apportioned fairly among governments and whether the tax burden is fairly distributed.

Conclusion

The community is presently at a cross-roads with respect to local government reorganization. Although not perfect, the compact represents an innovative solution to the problem of city-county competition for economic development and conflict over annexation. Yet, the business community and political leaders have indicated that the compact is not sufficient. They believe that the community needs city-county consolidation or some other metropolitan government scheme. However, it does not appear that sufficient study has yet been undertaken to determine just what reforms if any should be proposed. The compact is in place until June 30, 1998. Any major local government reorganization would have to be authorized by the state legislature in 1996 to allow sufficient time to bring a measure to the voters and to ensure the

possibility of renegotiating or renewing the compact should the proposal fail.

Although the present local government reorganization process has problems resulting from its organization, membership, and staffing, it may be able to overcome these by following the recommendations of the National Academy of Public Administration. A functional analysis of services and a thorough taxation and fiscal analysis may lead to consensus on what the problems with local government structure are and what reorganization may accomplish to address those problems.

Benefits may accrue to the community from greater centralization as well as decentralization. For example, it would probably be useful to consider some issues in the context of the metropolitan region and not just the county. Many service issues and economic development issues are regional in nature and problems Louisville and Jefferson County currently face are likely to occur between Jefferson County and the rest of the metropolitan area as population and business further decentralize in the region. At the same time, the popularity of small cities probably reflects citizens desire to maximize local government responsiveness. If the community were to pursue city-county consolidation, it might be desirable to make this option available to Louisville residents and allow neighborhoods to incorporate as fifth and sixth class cities.

No specific proposals for local government reorganization are offered in this report. The community does not now need a proposed solution but a clearer understanding of the problems. The danger is to prematurely close off consideration of the possibilities facing the community. Citizens and leaders should remember that the possibilities are endless, constrained only by our definition of the problem and our creativity in devising a solution. Decisions about local government reorganization ultimately rest with the community.

Notes

1. Both are sometimes referred to by other names. The metropolitan government school is sometimes called the centralization school. The public choice school of thought is sometimes referred to as local public economy or polycentricism.
2. I.M. Barlow, Metropolitan Government (London: Routledge, 1991).
3. This definition by the National Association of Counties is found in National Academy of Public Administration, Metropolitan Governance: A Handbook for Local Government Study Commissions (U.S. Department of Housing and Urban Development, 1980): 74.
4. Alternatively, one-tier metropolitan governments have been established in some communities through annexation. See David Rusk, Cities Without Suburbs (Washington, D.C.: Woodrow Wilson Center Press, 1993).
5. See League of Women Voters, Supercity/Hometown, U.S.A.: Prospects for Two-Tier Government (New York: Praeger, 1974); Committee for Economic Development, Reshaping Government in Metropolitan Areas (New York: CED, 1970).
6. National Academy of Public Administration, Metropolitan Governance: A Handbook for Local Government Study Commissions (U.S. Department of Housing and Urban Development, 1980): 86-87.
7. I.M. Barlow, Metropolitan Government (London: Routledge, 1991). Peter Self, Planning the Urban Region: A Comparative Study of Policies and Organizations (University: University of Alabama Press, 1982).
8. J. Edwin Benton and Darwin Gamble, "City/County Consolidation and Economies of Scale: Evidence from a Time-Series Analysis in Jacksonville, Florida," Social Science Quarterly (1983): 190-198; James F. Horan and G. Thomas Taylor, Jr., Experiments in Metropolitan Government (New York: Praeger, 1977).
9. I.M. Barlow, Metropolitan Government (London: Routledge, 1991). Peter Self, Planning the Urban Region: A Comparative Study of Policies and Organizations (University: University of Alabama Press, 1982). Frances Frisken, "Planning and Servicing the Greater Toronto Area: The Interplay of Provincial and Municipal Interests." In Donald N. Rothblatt and Andrew Sancton, eds., Metropolitan Governance:

American/Canadian Intergovernmental Perspectives (Berkeley: Institute of Governmental Studies Press, 1993).

10. I.M. Barlow, Metropolitan Government (London: Routledge, 1991). Peter Self, Planning the Urban Region: A Comparative Study of Policies and Organizations (University: University of Alabama Press, 1982). Frances Frisken, "Planning and Servicing the Greater Toronto Area: The Interplay of Provincial and Municipal Interests." In Donald N. Rothblatt and Andrew Sancton, eds., Metropolitan Governance: American/Canadian Intergovernmental Perspectives (Berkeley: Institute of Governmental Studies Press, 1993).
11. Advisory Commission on Intergovernmental Relations (ACIR), "The Organization of Local Public Economies (Washington, D.C., 1987). Advisory Commission on Intergovernmental Relations (ACIR), "Metropolitan Organization: Comparison of the Allegheny and St. Louis Case Studies" (Washington, D.C., 1993).
12. Supporters of public choice distinguish between the producers of urban services and the providers of these services. A local government may provide a service by contracting out with a private producer or another unit of government. Economies of scale may be realized if several producers of services (cities) contract for the same service from a single provider. See: Advisory Commission on Intergovernmental Relations (ACIR), "The Organization of Local Public Economies (Washington, D.C., 1987). Advisory Commission on Intergovernmental Relations (ACIR), "Metropolitan Organization: Comparison of the Allegheny and St. Louis Case Studies" (Washington, D.C., 1993).
13. David Rusk, Cities Without Suburbs (Washington, D.C.: Woodrow Wilson Center Press, 1993).
14. Robert Warren, Mark S. Rosentraub and Louis F. Weschler, "Building Urban Governance: An Agenda for the 1990s," Journal of Urban Affairs 14, (1992): 399-422.
15. I.M. Barlow, Metropolitan Government (London: Routledge, 1991): 294.
16. Advisory Commission on Intergovernmental Relations (ACIR), "Metropolitan Organization: Comparison of the Allegheny and St. Louis Case Studies" (Washington, D.C., October 1993): 2.
17. National Academy of Public Administration, Metropolitan Governance: A Handbook for Local Government Study Commissions (U.S. Department of Housing and Urban Development, 1980); Donald N. Rothblatt and Andrew Sancton, eds., Metropolitan Governance: American/Canadian

Intergovernmental Perspectives (Berkeley: Institute of Governmental Studies Press, 1993); Advisory Commission on Intergovernmental Relations (ACIR), "The Organization of Local Public Economies (Washington, D.C., 1987). Advisory Commission on Intergovernmental Relations (ACIR), "Metropolitan Organization: Comparison of the Allegheny and St. Louis Case Studies" (Washington, D.C., 1993); James F. Horan and G. Thomas Taylor, Jr., Experiments in Metropolitan Government (New York: Praeger, 1977).

18. The Portland Metro was established in 1978.

Dan Durning of the University of Georgia, Vinson Institute of Government reports that "During the 1980s, 23 of 27 consolidation referenda were in counties with populations of less than 200,000. And 18 of those 23 were in counties with populations under 100,000." Dan Durning, "The Effects of City-County Government Consolidation: The Perspectives of Unified Government Employees in Athens-Clarke County, Georgia" Public Administration Quarterly (forthcoming 1994).

Four consolidation referenda occurred in counties with a population of 200,000 or more in the 1980s. In each case the effort failed: Louisville and Jefferson County, Kentucky, 1982 and 1983 (Population: 684,648); Chattanooga and Hamilton County, Tennessee, 1984 (Population: 287,740); Volusia and Halifax County, Florida, 1985 (Population: 320,900); Sacramento and Sacramento County, California, 1990 (Population: 914,700). See "Consolidation Referenda, 1980-1990" compiled by Dan Durning, Vinson Institute of Government, University of Georgia.

19. This is not the current U.S. Census metropolitan area designation. In 1950, the Louisville metropolitan area consisted of Jefferson County in Kentucky and Clark and Floyd Counties in Southern Indiana. In 1970, Oldham and Bullitt Counties in Kentucky were included in the Metropolitan Statistical Area (MSA). For the 1990 census, Shelby County in Kentucky and Harrison County in Indiana were added to the MSA.

Following the 1990 census, the U.S. Census dropped Shelby County from the MSA and added Scott County, Indiana. Today, the census designated MSA no longer conforms to leaders and citizens' notions of what constitutes the region. For all practical purposes, Shelby County is treated as part of the Louisville region. The Bureau of Economics at the University of Louisville, which monitors the local economy, continues to include Shelby county in its reports on the Louisville regional economy. Few citizens realize that Scott County, Indiana was added to the MSA.

20. U.S. Census of Governments, 1992: Table 28. There is a discrepancy between the figures in the 1992 Census of Governments and those supplied by the Jefferson County Department of Local Government. The Census reports 96 cities in Jefferson County while the county identifies 95 general purpose governments - one county, one first class city and 93 "small cities." This discrepancy was not cleared up by the time of publication.
21. For excellent summary of local government in Jefferson County, see Allen Singleton and Joel Goldstein, "Local Government in Kentucky," in Joel Goldstein, ed., Kentucky Government and Politics (Bloomington: College Town Press, 1984).
22. It should be noted that Jeffersontown, St. Matthews, and Shively are rather large by Kentucky standards. Jeffersontown, for example, has a population of 23,235 making it the tenth largest city in Kentucky.
23. To understand the role of the small cities in Jefferson County, it is useful to see where they are geographically located and how this relates to Jefferson County governance. Jefferson County (including the City of Louisville) is divided into three districts for representation on county Fiscal Court. The districts, in very general terms, are pie wedges from the courthouse in the city of Louisville outward. The eastern or "A" District has 81 of Jefferson County's 93 small cities. The center wedge ("B" district) has 10 and the western area ("C") has only two small cities.
24. John H. Mallon, The Plan for Improvement (Louisville: The Local Government Improvement Committee, 1956).
25. Bob Johnson, "Jefferson Delegation Getting Together on Merger Bill," The Courier Journal, 13 January 1982, sec. E, p. 7.; Bob Johnson, "Passage of the Go Bill Clears Way For Eventual City-County Consolidation," The Courier Journal, 20 February 1982, sec. E, p. 7.; Andrew Wolfson, "Reorganization Disorganization - is it Go or No Go?," The Louisville Times, 18 January 1982, sec. E, p. 4.
26. Eugene V. Petrik, Chairman, "A Report of the Interim Charter Commission for Louisville and Jefferson County, Kentucky," July 1982; Kentucky Revised Statues, Chapter 67C, 1982; Eugene V. Petrik, Chairman, "Charge to Interim Commission on Reorganization," 19 May 1982.
27. The Courier Journal, "Dr. Petrik's Call for a New Reorganization Drive Should Be Heeded," 10 December, 1982, sec. E, p. 7.

28. Kay Stewart, "Executive Appointed to Head Government Reorganization Panel," The Courier Journal, 6 July 1983, sec. E, p. 7.; Kay Stewart, "The New Commission Looks Much Like its Predecessor," The Courier Journal, 13 July 1983, sec. E, p. 7.
29. The Courier Journal, "Dr. Petrik's call for a New Reorganization Drive Should Be Heeded," 10 December, 1982, sec.E, p.7; Sheldon Shafer and Kay Stewart, "Failure to Woo East End Considered Partly to Blame for Defeat of Merger Issue," The Courier Journal, 10 November, 1983, sec. E, p. 7.
30. Bob Schulman, "A Splitsville Called Louisville," Urban Resources 4, p.1,3.
31. Patricia Shannon Stewart, "Voter Turnout in Issue Referenda Compared to Candidate Elections," (Louisville: University of Louisville, Thesis, 1983).
32. Clarence Matthews, "Anti-Merger Vote Shows Races Can Overcome Political Barriers," The Louisville Times, 2 December, 1982, sec. E, p. 4.
33. Bob Johnson, "Vote Again Pointed Out Community Divisions," The Courier Journal, 4 November, 1982, sec. E, p. 7.
34. Kay Stewart, "Police Reach Pact With City and Vow to Fight Merger," The Courier Journal, 16 August 1983, p.1.; Kay Stewart, "Will a Combined Police Force Provide Better Enforcement?" The Courier Journal, 24 October 1982, p.1.
35. Discussion and analysis of the compact is based upon the author's research. The author has been conducting research on the compact since arriving in Louisville in 1987. He has conducted dozens of interviews with knowledgeable persons in the community concerning the origin and impact of the compact and authored several papers on the compact including: "The Louisville-Jefferson County Compact," Fall 1989, The Kentucky Journal; "Alternatives to Merger: The Louisville-Jefferson County Compact," presented at the Urban Affairs Association Annual Conference, Charlotte, North Carolina, April 1990; "The Local Regime and Economic Development," 1990, Economic Development Quarterly 4: 101-112; "The Louisville-Jefferson County Compact," 1991, in C. James Owen, Workshop in Metropolitan Government Strategies: Proceedings, 1990 36-44. School of Public and Environmental Affairs Indiana University-Purdue University at Fort Wayne; "Metropolitan Government and Economic Development," presented at North American Conference of Comparative Urban Research, St. Louis, Mo., June 1994.

36. Occupational taxes are "license fees imposed upon the 'privilege' of working and/or engaging within the City of Louisville and Jefferson County in a business, profession, trade or occupation" (Sinking Fund, pamphlet, undated). In essence, occupational taxes are a proportional tax on "earned" income.

37. U.S. Census.

38. There was very little opposition to the compact, except on the part of the 93 small cities in Jefferson County which were unhappy about changes in their ability to annex. The major impact of the compact on these small cities was the elimination of their ability to annex any of the same territory that the city of Louisville had included in its annexation efforts. If or when the compact ends, the City of Louisville has the right to move on these areas. Additionally, under the compact no new city may be incorporated. The small cities and some residents of unincorporated areas of the county who wish to incorporate new cities do not accept this interpretation of the compact questioning how an agreement they are not party to can bind them.

Besides the concerns raised by small cities, the League of Women Voters expressed some dismay over how fast the compact was adopted, having been proposed in December of 1985, passed by the state legislature in March of 1986, passed by the city and county governments in June, and taking effect in July of that same year, with little opportunity for community input or debate. The League feared that politics and patronage would intrude into the agencies' operations and that there would be less opportunity for citizen participation in decisions. The League has monitored the compact's effects on the independent agencies and found that services have not been significantly affected.

39. Louisville/Jefferson County Office for Economic Development, "Louisville Enterprise Zone First in U.S. to Reach \$1 Billion in Capital Investment," Business Leader, vol.4, no. 1, winter 1990.

Not all believe the airport expansion project should be viewed as an economic development success and questions have been raised about the decision making process leading to the expansion. See Ronald K. Vogel, "The Local Regime and Economic Development," Economic Development Quarterly v4 no. 2 (May 1990): 101-112.

40. According to one county official, when one examines who the recipients of county services are (particularly jails and health), city residents receive more of these benefits than county residents. The city would respond that city

residents are also county residents and are paying for the services anyway.

41. The change in the county's perspective on the compact is dramatic. While Harvey Sloane was still judge, Jefferson County made a presentation at KACO Annual Convention in 1987 titled: "Louisville/Jefferson County 'Compact': The Alternative that Works."
42. 1992 Sub-county population estimates of the U.S. census report a .7% growth rate for the city and a .88% growth rate for the county between 1990 and 1992 reversing a 40 year trend in the city and a 20 year trend in the county.
43. Joint Partnership-Chamber Implementation Plan Review Committee, "Investment Strategies, 1993-1997" (Louisville Area Chamber of Commerce April 1993).
44. The Fiscal Court member was Darryl Owens--an African American and leader of the anti-merger forces in 1982 and 1983.
45. Rick McDonough, "Grafton is quitting Jefferson County governance panel," Courier Journal, 12 October, 1994, sec. B, p. 1.
46. Some in the African American community believe that the push for local government reorganization by business leaders is because of concern about "tipping"; that African Americans will eventually dominate the central city if present population trends continue.
47. Metropolitan Sewer District (MSD) and Transit Authority of River City (TARC) have their own revenue sources. MSD charges fees and TARC relies on fees and an occupational tax. Both to some extent have the ability to operate beyond the county borders.
48. National Academy of Public Administration, Metropolitan Governance: A Handbook for Local Government Study Commissions (U.S. Department of Housing and Urban Development, 1980).


RONALD K. VOGEL is Associate Professor of Political Science at the University of Louisville. He earned his Ph.D. in Political Science at the University of Florida in 1986. His articles have appeared in Urban Affairs Quarterly, the Journal of Urban Affairs, and Economic Development Quarterly. He is author of Urban Political Economy: Broward County, Florida (1992). He is editor of a Handbook of Research on Urban Politics and Policy (forthcoming, 1995) and co-editor and author of Regional Politics: America in a Post-City Era (forthcoming, 1995). His research focuses on urban economic development and metropolitan governance.

The Filson Historical Society

MEMORANDUM

JEFFERSON COUNTY POLICE DEPARTMENT

TO: HONORABLE DAVID L. ARMSTRONG
JEFFERSON COUNTY JUDGE/EXECUTIVE

FROM: COLONEL RONALD A. RICUCCI 
CHIEF OF POLICE

DATE: SEPTEMBER 11, 1997

RE: PROPOSED TIMETABLE FOR MERGER

This timetable would be based on both parties agreeing to a merger. A committee would need to be formed composed of City and County residents and officers from both departments. Both Chiefs would have to agree on the timetable as would the Judge and Mayor on specifics of the merger.

1999	Training
2000	Record / Computer Section
2001	Traffic - S.W.A.T. Team - Hostage Negotiators
2002	Criminal Investigations Division
2003	Redistricting Communications Patrol

This is a very preliminary timetable which will be obviously affected by politics and finances.



**JEFFERSON COUNTY, KENTUCKY
OFFICE OF THE COUNTY JUDGE/EXECUTIVE**

DAVID L. ARMSTRONG
County Judge/Executive

Jefferson County
Courthouse
Louisville, KY 40202
(502) 574-6161

September 17, 1997

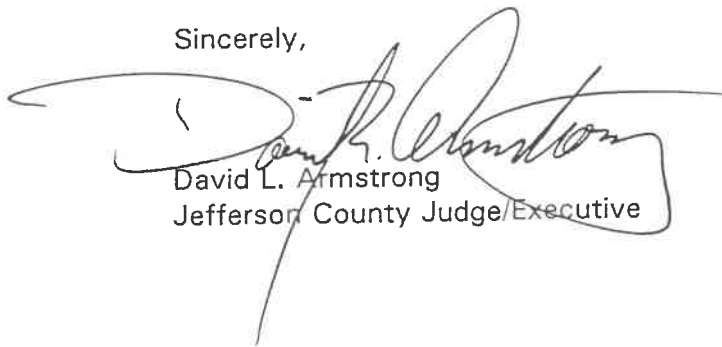
Mayor Jerry Abramson
601 West Jefferson Street
City Hall, Room 101
Louisville, KY 40202

Dear Mayor Abramson:

I would like to arrange a meeting between Tina Heavrin and Bill Summers of your staff with Bruce Traughber and Larry Bond of mine to discuss options and parameters for compact renewal negotiations. I am involved in ongoing discussions with the members of Fiscal Court to gain a consensus on a plan to move this community forward. I believe we are now able to begin discussions.

Please have one of your staff contact Bruce to arrange a mutually convenient meeting date.

Sincerely,



David L. Armstrong
Jefferson County Judge/Executive

DLA:kcb

bcc: Bruce Traughber
Alicia Sells
Compact File

Organized in 1961



FRATERNAL ORDER OF POLICE JEFFERSON COUNTY LODGE No. 14

6204 PRICE LANE
LOUISVILLE, KENTUCKY 40229
OFFICE (502) 968-0117 FAX (502) 968-5210

*Judge -
COPY you
requested
and original.*

August 30, 1997

To the Editor:

Your recent editorial concerning the merger of the Louisville Police Department and the Jefferson County Police Department was apparently written with very little, if any research into the Jefferson County Police Department. Granted there is a difference in policing in urban and suburban communities but there are also differences in each of LPD's five districts, and in JCPD's four districts.

It was refreshing to see that the Courier Journal actually printed the responses of people with knowledge and enough insight to realize that bigger is not always better. These people, unlike some editorial writers must realize that when major crimes and those that affect people the most are down, something must be right.

Perhaps the Courier Journal should conduct a survey to determine the degree of satisfaction among businesses and residents of both the city and the county before deciding what is best for the citizens of this community. The editorial staff's recommendation that the Louisville Police Department should be dominant in any merger also indicates your tunnel vision and lack of perspective.

The hasty and uninformed judgements about merger made by the staff of the Courier Journal have increased our concern that our community is served by only one major newspaper. We would question whether your dominance and the lack of competition has led to mediocrity instead of excellence.

The Crimes Against Children Unit and Metro Narcotics are currently merged, under dual control and are operating with rave reviews. These units have demonstrated by the combination of manpower and resources from both departments and by cooperative efforts rather than dominance that they are a model for others.

The Board of Directors of Jefferson County FOP #14
6204 Price Lane
Louisville, KY 40229

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SGT. AT ARMS

JAMES ANDERSON

CHAPLAIN

MICHAEL HAGAN

STATE LODGE TRUSTEE

BARRY ANDERSON

TO: Compact Folks
FROM: Alicia 
DATE: 13 August, 1997
RE: Some Interesting Reading

Attached are more articles than you ever wanted on the Compact, Merger, and previous consideration of merging the City and County Police Departments. Actually, they make very interesting and surprisingly quick reading.

There are articles about the Compact and Merger, in general, in the larger stack. The smaller stack includes articles about previous consideration of merging the two police departments.

The Filson Historical Society

4TH STORY of Level 1 printed in FULL format.

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December 17, 1995, Sunday MET:METRO 7 STAR Pg.01A

SECTION: NEWS

LENGTH: 1138 words

HEADLINE: Panel endorses non-partisan elections
Council candidates would run countywide, not by districts

BYLINE: RICK McDONOUGH, Staff Writer

BODY:

Not surprisingly, the most heavily debated question at yesterday's final meeting of the Jefferson County (Ky.) Governance Task Force was this: Should members of a proposed county council be elected by district or countywide?

To the surprise and disappointment of some, the task force decided to stick with its original recommendation: countywide elections. Candidates would be nominated by the voters in their district in the primary but elected countywide in the fall, the same way candidates for county commissioner currently run.

But then came the biggest surprise of the day: The group decided that the elections should be non-partisan.

That means no Democratic or Republican designations would be on the ballot for the 12 proposed county council seats or for the proposed post of county executive.

The new governing body would replace a four-member Fiscal Court currently stocked with Democrats in a county where no Republican has been elected commissioner or judge-executive since 1981.

Yesterday's meeting was to fine-tune the task force's recommendations before sending them on to Mayor Jerry Abramson, County Judge-Executive Dave Armstrong, the aldermen and the commissioners.

The next step would be to ask the General Assembly to give the county permission to hold a referendum next fall on the proposed change in county government.

In an interview after the meeting, task force Chairwoman Stephanie Bateman and Vice Chairman Sheryl Snyder interpreted the group's decision to eliminate party politics as an attempt to eliminate some of the opposition to countywide elections.

Bateman said the task force "honestly and forthrightly considered all of the views that were expressed" by speakers at five public hearings during the past two weeks.

Despite hearing strong opposition to countywide elections at each of those hearings, she said the task force, which has consistently talked about the need for elected officials to have a countywide vision, "made a decision that we

The Courier-Journal, December 17, 1995

think is in the best interest of the entire community.'

Much of the opposition at the hearings and among task force members came from Republicans who thought the chances of a GOP candidate winning a countywide race were slim with Democratic voters outnumbering Republicans more than 2-1. But Republicans can win district elections in the eastern and southwestern suburbs, as demonstrated by their success in legislative races.

Task force member Charlie Zimmerman, a Republican who has been active in several political campaigns, complained bitterly immediately after yesterday's vote to keep countywide elections. He said that provision would give voters a reason to defeat the proposed restructuring of county government if there is a referendum next November.

'I think we have just undone 10 months of work,' Zimmerman said, referring to the time the 137-member task force has invested.

But a few minutes later, after the group's decision on non-partisan elections, Zimmerman's despair was gone.

'Making county government non-partisan is a major breakthrough,' he said in an interview. 'It will make everybody in every part of the county excited about getting back to grass-roots government.'

The proposal for non-partisan elections came from task force member Bill Dakan. A registered Democrat, he expressed little regard for either political party. 'We don't need our county vision cluttered up with the infantile paralysis of the two parties,' he said.

Not everyone supported Dakan's proposal, though. Of the 87 task force members who were there, only 61 voted for it - exactly the minimum number needed for it to pass. The group had agreed that 70 percent agreement on any issue constituted a consensus.

State Sen. Gerald Neal, a Louisville Democrat who is a member of the task force, complained after the meeting that political parties will be involved in the elections, even if candidates are not labeled on the ballot. And he said candidates with party support are the most likely to win.

Dakan also won approval yesterday for his proposal on redrawing council districts every 10 years. Although most redistricting currently takes place behind closed doors, the task force agreed that 'redistricting should be a public process conducted by the council in open hearings.'

The task force also agreed that council members should have four-year terms, with half of them elected every two years. With non-partisan elections, the top two vote-getters from each district in the primary would run against each other countywide in the fall.

A last-ditch effort to recommend merger of the city and county police departments failed yesterday after both of Louisville's deputy mayors, William Summers IV and Joan Riehm, spoke against it.

Summers said the recommendation adopted by the task force last month concerning police is as far as the issue should go for now. That

The Courier-Journal, December 17, 1995

recommendation says the task force supports "a long-term vision of a single, equitable, police protection system" for the entire county. It said such a system may be years away, but encouraged officials to talk about it.

Riehm said that eliminating the city police department would also eliminate the power of the mayor and the aldermen to respond to citizen concerns about public safety.

At the end of the 3 1/2-hour meeting at Iroquois High School, task force members shouted "aye" as instructed by discussion leader Reginald Bruce to indicate if they agreed with the final recommendations.

"Opposed?" Bruce asked.

No one responded.

FINAL REPORT

The 137-member Jefferson County Governance Task Force completed 10 months of work yesterday. Here the highlights of its recommendations:

- Replace the county's current four-member Fiscal Court with a 12-member legislative body and a separate county executive. (This recommendation, which needs legislative approval, should be decided by voters next fall, the task force said.)
- Allow Louisville and the county's 93 smaller cities, plus its 21 suburban fire-protection districts, to continue to exist.
- Consolidate some city and county services - including public works, parks, public housing authorities and economic development - under county government. Police and fire would remain separate for now but consolidation should be the eventual goal.
- Let city and county officials work out the details of the consolidations when they renegotiate the city-county compact on tax-sharing, annexation and joint agencies. The city now gets 58 percent of all occupational taxes collected in Jefferson County but presumably would have to give the county more if the county took over some city services.
- A new city-county compact should lift the current freeze on suburban annexations and the creation of cities.

LANGUAGE: English

LOAD-DATE: December 27, 1995

6TH STORY of Level 1 printed in FULL format.

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May 8, 1994, Sunday - METRO Edition

SECTION: NEWS; Pg. 1A

LENGTH: 1600 words

BYLINE: MARY O'DOHERTY NUMBERS CITY-COUNTY SETUP IS FINE FOR SOME, BUT IS IT FAIR? M; MERGERS AND TAKEOVERS-M SAFETY; MUNICIPAL GOVERNMENT; ORGANIZATIONS;

BODY:

When Hurstbourne residents worried two years ago that the city's regal oak trees would be hurt by drought and air pollution, the city installed sprinklers in its 10 miles of medians.

When Barbourmeade residents complained that dogs were running loose, the city hired off-duty Jefferson County animal-control officers to catch the critters.

After the Great Snowstorm of 1994, Minor Lane Heights Mayor Fred Williams used his city's snowplow to clear roads so his constituents could get to a grocery. Elderly folks got even better service: Williams cleared their driveways.

Such personal touches and extra services often come at bargain rates for small-city residents, a Courier-Journal study has found. But the system isn't necessarily a bargain for the rest of the county.

Most small cities have lower tax rates than Louisville, but they generally provide similar services.

Moreover, 31 small cities appear to offer their residents an even better deal than parts of unincorporated Jefferson County, when garbage-collection fees are added in.

So it's not hard to tell why many small-city residents are skeptical about talk of reorganizing local government, said mayors and residents of several small cities.

"We pay less and we get more," St. Matthews Mayor Art Draut said.

But government-reorganization supporters say Louisville residents -- who have the highest property-tax rates but the lowest per-capita income -- shoulder a disproportionate burden of the county's costs.

The current system of government amounts to "a tax-avoidance scheme" for the county's most affluent people -- small-city residents, said Ron Crouch, director of the Kentucky State Data Center at the University of Louisville.

Crouch, a supporter of government consolidation, said small-city residents are getting "a free ride on the backs of city taxpayers, because city (of Louisville) taxpayers are paying for services that the smaller-city residents may utilize and don't have to pay for."

The Courier-Journal, May 8, 1994

Ninth Ward Alderman Bill Wilson predicted that his West End constituents would be surprised to learn about the difference in tax rates.

"I think there generally has been an assumption that people in the East End of the county . . . get better service than people in the inner city, period," he said. But when his constituents learn that small-city residents have lower tax rates, to boot, they might "pay more attention to the need for government reorganization," he said.

With most of the community's economic growth occurring in the suburbs, some people say it makes no sense for Jefferson County to keep two large local governments and 93 small ones.

"When you look at the overall impact of 93 of those (small cities) coming at you at once, you really see a very fragmented form of government," county Commissioner Irv Maze said. "The fact is you really have too many voices speaking."

Who pays what

Everyone who lives or works anywhere in Jefferson County has to pay certain taxes. All property owners must pay county property taxes -- the same rate for everyone. And anyone who works in the county pays occupational taxes -- again, all at the same rate -- which are divided between city and county governments, the school system and the Transit Authority of River City.

In addition, Louisville and small-city residents pay property taxes to their respective city governments. The rates are set by the cities, which can't increase their revenues more than 4 percent a year without a referendum.

Louisville's property-tax rate is 43 cents per \$100 of assessed value; the average small-city rate -- weighted to account for each city's population -- is 33 cents per \$100.

People in unincorporated Jefferson County pay an average of about 10 cents per \$100 for fire protection from volunteer departments. But that doesn't include the cost of garbage collection, which residents of unincorporated Jefferson County get through private contractors. The newspaper's analysis shows that some of these county residents pay more for garbage collection than people who live in Louisville and many small cities.

Most people who live in unincorporated Jefferson County pay from \$130 to \$160 annually for twice-a-week pickup, according to a survey of several local garbage haulers. But residents of 31 small cities pay less than that for the same service, the newspaper's analysis showed.

"Most people who live in the county don't realize how much more they pay for garbage collection," said Joyce Korfhage-Rhea, who is on a committee studying government reorganization.

About the only service that residents of unincorporated Jefferson County covet is the recycling service that Louisville residents get at no extra charge, said Renee Butterworth, a Valley Station resident who is also on the steering committee.

The Courier-Journal, May 8, 1994

But Louisville Mayor Jerry Abramson said his city offers more than recycling. It also provides the highest level of public safety, he said. Firefighters now respond to top-priority medical runs, cutting the average response time for those runs in half -- to 3.5 minutes.

Louisville has more police officers and paramedics per capita than the rest of Jefferson County does, and fire protection is top-notch, Abramson said. "Having a professional fire department on duty 24 hours a day is worth 10 more cents per hundred," he said.

Small-city mayors counter that, because their housing is usually newer, they have fewer fires. Insurance agents say that homeowners' insurance costs about the same for a comparable house in the city and elsewhere in the county, although the rates can be higher on the outer edges of the county.

Small-city residents also argue that their fire departments are becoming more professional. Eight of the 21 volunteer fire districts are staffed around the clock, according to Paul Barth, president of the Jefferson County Fire Chiefs Association. Only five departments rely solely on volunteers, he said. At least 50 of the small cities have police departments or hire off-duty Jefferson County police officers. And most offer a service that Louisville residents would call a luxury -- back-door garbage pickup, so people don't have to haul cans to the curb.

Small cities shun merger

Small-city residents helped defeat government merger in the last referendum on it, held in 1983, and many people who back consolidation fear that they'll kill current efforts. Supporters of change note that the county League of Cities has already said it will oppose any plan that would kill even one small city.

Robinswood Mayor Joyce St. Clair is ambivalent about reorganization, but she believes the league's position is unreasonable. She doubts that a centralized government could offer the level of services her small city does, but she said unified government may be essential to continuing improvements in economic-development and planning efforts.

"I look at my homeowners, and I think I'm perpetrating a glorified, rarefied environment," she said. ". . . My homeowners call me when there's dog do in their front yard, and they want me to do something about it. That's not the real world."

LANGUAGE: English

LOAD-DATE: May 12, 1994

8TH STORY of Level 1 printed in FULL format.

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March 6, 1994, Sunday - METRO Edition

SECTION: NEWS; Pg. 1B

LENGTH: 1987 words

BYLINE: SHELDON SHAFER

BODY:

Fifteen months after nearly 20,000 residents' votes were counted in the Goals for Greater Louisville campaign, significant progress has been made toward attaining some of the objectives identified.

But officials say the process -- a large network of citizen committees telling elected leaders what the community's agenda should be -- may have been more important than the outcome of the voting.

The Goals structure was a model for the 300-member committee system now drafting Jefferson County's new comprehensive land-use plan. And a planned study of the way local government is organized will probably be patterned after Goals' grass-roots effort, officials said.

Goals was much more than a \$530,000, 18-month public-opinion poll, said Stu Sampson, a top aide to Jefferson County Judge-Executive Dave Armstrong. "It empowered people to become involved in . . . issues. It broke down the perception that the East End makes all the decisions."

Goals officials credit the campaign, paid for primarily with private money, for identifying new community leaders, and they believe it fostered regional thinking and promoted debate on weighty issues.

"We wanted a process that was open and inclusive," Louisville Deputy Mayor Joan Riehm said. "That was Goals' top achievement. It had never been done before."

Addressing issues from the bottom up was the paramount accomplishment, agreed businessman Dan Ash, who was chairman of the campaign. "There is still a lot of us vs. them out there, but we chipped a few pieces of stone out of the wall."

Tom Ellis, who was Goals president, said about three-fourths of the first 500 responses came from the East End. Goals leaders spent months meeting with neighborhood leaders to seek out participants countywide.

In the end, the 65-member Goals community board and 13 issues committees with 400-plus members represented all Jefferson County ZIP codes, plus Bullitt, Oldham and Shelby counties in Kentucky and Clark, Floyd and Harrison counties in Indiana.

When the nearly 20,000 votes came in -- four times what similar campaigns in dozens of other U.S. cities had produced -- all parts of the metropolitan area were well represented.

The Courier-Journal, March 6, 1994

Doug Stegner, a member of a small Goals steering committee that still exists to monitor progress toward the goals, said the defeats of two city-county merger plans and two library-tax proposals since 1982 left a sense that residents didn't have enough chance to suggest solutions to problems.

"The way we had approached key issues wasn't working," he said.

Sampson maintains that if Goals-style grass-roots input had occurred before those votes, the outcomes might have been different.

Most officials think the Goals effort has helped advance the causes ranked high by voters. In a couple of cases, such as the move toward an enhanced 911 emergency dispatch system, the Goals effort has clearly been a prime mover.

Other issues, such as reducing the amount of garbage going into landfills, were pushed ahead by the increased public awareness the Goals effort gave them.

But on a few, including consolidating Louisville and Jefferson County police forces, little progress is evident.

Though it's difficult to prove that Goals was the cause, "an awful lot of what (Goals) suggested is being worked on or is on somebody's agenda," Riehm said.

Armstrong and Louisville Mayor Jerry Abramson push the higher Goals priorities as much as possible, but Sampson said they don't view the priorities as "do it or else."

The steering committee issued an initial update last fall; periodic tracking reports will follow. Committee members Stegner and George Fischer, a Southern Indiana businessman, said the Goals community-oversight board may reconvene this year for an update. The steering committee also is to serve as an advocate for the top goals.

And although the timing isn't certain, most officials predict another Goals campaign before the city-county compact expires in 1998.

Still, some people wish more could be done. Ash would prefer that Goals issues committees were still operative, so they could hold forums on casino gambling.

Goals committee member Stanley Osborne agreed, saying that he fears "citizens feel they may have lost the voice they were given."

GOALS FOR GREATER LOUISVILLE

What it was: An 18-month effort to rank community goals. Begun in mid-1991, it concluded with votes from nearly 20,000 people in Jefferson, Bullitt, Oldham and Shelby counties in Kentucky and in Clark, Floyd and Harrison counties in Southern Indiana.

The status: A steering committee is monitoring progress toward achieving the top-ranked goals. If you have questions or comments about Goals for Greater Louisville, call

The Courier-Journal, March 6, 1994

574-6260.

CHECKING OUR GOALS

Here's a look at the progress made toward some of the Goals for Greater Louisville:

1. Reduce garbage going to landfills by 40 percent before 2000.

Status: Significant progress.

This September, yard waste will no longer go to the landfill, and curbside recycling must be offered countywide in 1995. The Goals vote reinforced the importance of reducing waste and helped legitimize the issue, said Jefferson County environmental chief Adrian Freund.

2. Upgrade 911 service to give dispatchers the identity and location of the caller.

Status: Substantial progress.

A city-county task force became active after the Goals vote and recently accepted bids to provide equipment for enhanced 911 and for a new public-safety dispatching system. "There is no question we would have not been this far along," without the nudge from Goals, said Jefferson County Commissioner Irv Maze, who heads the panel.

3. Build a bridge across Ohio River to complete eastern Gene Snyder Freeway corridor.

Status: Officials agree another bridge is needed, but study of site and costs continues. Goals vote did little to bring bridge closer to reality.

4. Reduce teen pregnancy and teen suicide rates by 50 percent before 2000.

Status: Too early to track statistics.

Many new programs, several rooted in Goals committee ideas, are being tried. The Crisis and Information Center has a new "rap line" to counsel kids; health-related information will be available at mall kiosks; 14 community youth boards are planning activities for young adults; and the county health department and schools are cooperating on several programs to help teens.

5. Provide easy-access, affordable transportation for all people.

Status: No real progress.

Despite some new bus services, TARC's financial problems have set back most efforts. Suburban transportation centers, for example, are on hold.

6. Produce economic growth greater than the nation's growth.

Status: Louisville-area economic figures have outpaced national figures. For example, the job base in the seven counties is up 3.9 percent since 1990, compared with an increase of 0.2 percent nationally.

The Courier-Journal, March 6, 1994

The new Regional Economic Development Strategy, recommended in the Goals report, has raised nearly \$4 million of the \$5 million sought. Money is earmarked for: new comprehensive land-use plan, study of local government structure, work force development, helping minority businesses.

7. Recognize diversity (racial, religious, ethnic, age) as a strength in our region.

Status: Some progress.

As a result of Goals ideas or recommendations, the city set up a World Neighbors group that distributes orientation information for immigrants. And a new Sister Neighborhood program will soon pair two neighborhoods for exchanges. A disability coalition promotes accessible housing and deals with other issues.

8. Consolidate law enforcement, beginning with city and county police.

Status: No progress.

9. Give the public more power over planning community growth.

Status: Some progress, with more to come.

About 300 people now work on committees drafting a comprehensive land-use plan, which is due in early 1996. About 60 of those people also served on Goals committees.

10. Give priority to environmental issues when planning community growth.

Status: New comprehensive plan will have four environment-related parts -- development performance standards, parks and open spaces plan, Ohio River corridor plan and greenways plan promoting public use of waterways.

GRAPHIC: ILLUSTRATION BY HERMAN WIEDERWOHL; CHART BY MONICA WALTER PEOPLE IN ISSUES GOALS; JUDGE EXECUTIVE DAVID ARMSTRONG ENVIRONMENT

LANGUAGE: English

LOAD-DATE: March 8, 1994

11TH STORY of Level 1 printed in FULL format.

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September 3, 1993, Friday - LATE KENTUCKY Edition

SECTION: NEWS; Pg. 6B

LENGTH: 920 words

BYLINE: GARDINER HARRIS SPEND THOUSANDS ON SAME PROCEDURES

BODY:

Hoping to become a police officer somewhere in the county, Greg Burns applied to both the Louisville and Jefferson County police departments and ran through a gauntlet of nearly identical tests.

Both departments checked his credit, criminal, driving and employment histories; both gave him lie detector tests. Both paid the same California-based consultant \$250 to give him identical psychological tests; both paid nearly \$200 for identical medical checkups; and both paid a University of Louisville physician \$100 to check his ability to handle stress.

The city and county spent thousands of dollars in fees and staff time to test and prod Burns in almost identical ways. And in the end, both departments wanted to hire him at about the same salary.

The county offered to hire him a week earlier than the city. The city upped the ante and offered to hire him right away. Burns took the city's offer. On Monday, he started answering phones in the chief's office. He won't be shipped out to the police academy until Sept. 27.

"I often feel like (county Chief Leon Jones and I are) Rick Pitino and Denny Crum . . . and we're recruiting the same superstars," Louisville Chief Doug Hamilton said.

Burns wasn't the only superstar in this police draft. On Aug. 26, Jones asked Jefferson Fiscal Court for permission to hire two other men early because they were among the city's top candidates. Each man cost the city and county thousands of dollars in nearly identical testing efforts.

Hundreds of other applicants who didn't make it as far as these top three also applied to the city and county police departments in hopes one department would hire them.

County Commissioner Steve Henry estimated that almost a third of the county's police applicants also apply to the city. The duplicate tests required of these applicants are wasteful, he said.

Communication between the departments or a combined hiring process could save taxpayers a lot of money, Henry said.

Henry and the other county commissioners have become deeply involved in the county police department's hiring process because of controversy swirling around the police officers hired by Jones. In April, The Courier-Journal reported that Jones has hired relatives of police officers and other well-connected

The Courier-Journal, September 3, 1993

applicants while skipping people who scored higher on a written test. Last week, commissioners Henry, Darryl Owen and Irv Maze refused to approve Jones' list of nine new police cadets because it included two people, both sons of police officers, who scored lower than 122 other applicants on a written test.

Henry said the county should look at adopting a hiring system similar to the city's, which limits the chief's discretion in hiring and de-emphasizes written test scores. In fact, Henry said, the two governments should consider combining their hiring departments.

But Jones countered that the city and county often are looking for police applicants at different times.

"The only way to avoid duplication of hiring procedures is to have only one (police) department," Jones said.

The idea of a combined city and county police department has been kicked around for years. Two proposals to merge county and city government -- including their police departments -- were defeated by voters in the 1980s. After that, two influential community committees recommended merger as a way to cut costs.

But the defeated proposals have led most county and city politicians and community leaders to soft-pedal the idea of a merged police department.

"Combining forces is a far more significant issue than we're talking about today," Henry said.

So instead of a total merger, three police units -- Metro Narcotics, Photo and Crimes Against Children -- have been combined.

The money and effort that went into testing Burns and other police hopefuls have pointed up yet another obvious target for a merger.

"It makes sense to me to save all that time, effort and money," Henry said.

LANGUAGE: English

LOAD-DATE: September 6, 1993

8TH STORY of Level 1 printed in FULL format.

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June 20, 1993, Sunday - METRO Edition

SECTION: NEWS; Pg. 1A

LENGTH: 1494 words

HEADLINE: AN ALLIANCE OF RIVALRS; TURF BATTLES MAY HINDER POLICE
EFFORTS, OFFICERS SAY

BYLINE: GARDINER HARRIS

BODY:
As veterans of dozens of turf battles, they probably should have known better.

But the commanders of the joint Metro Narcotics Unit again misjudged how petty the rivalry can get between the Jefferson County Police Department and the Louisville Division of Police.

The commanders had ordered two reams of stationery with the city's shield in the top left corner and county's in the top right. The letterhead proudly read, "Louisville-Jefferson Co. Metro Narcotics."

But shortly after the first memo went out, Maj. Donnie Kirgan -- the unit commander -- got a call from his chief's office. He was ordered to throw out the stationery and buy a new batch giving the county top billing.

Another set of stationery was quickly ordered, at a cost, records show, of \$225. Now the county's shield was on the left and the city's on the right. And the top of the letterhead read, "Jefferson Co./Louisville Drug Diversion Unit." County Chief Leon Jones said he doesn't remember the order.

"But if I did do it," the chief declared, "I had the best interests of the Jefferson County Police Department at heart."

Incidents like the letterhead caper illustrate how easily competition between the police departments can devolve into petty one-upmanship. Such turf battles, experienced officers say, can distract police from fighting crime and can hinder their ability to catch criminals.

Kirgan works on the front lines of these turf wars. He answers to two chiefs, oversees officers from both departments -- and often must act like a nanny shepherding a brood of competitive children.

"I have worked very, very hard to make sure that if a county detective got a pencil, then a city detective got a pencil," Kirgan said.

Inexorably, Kirgan himself will become a victim of these wars. His four-year term will end next year, and Louisville Police Chief Doug Hamilton will get his chance to run Metro Narcotics. Although he said he likes Kirgan, Hamilton vows to appoint an officer of his own choosing to the coveted slot.

The Courier-Journal, June 20, 1993

If he does, Hamilton will be exercising his rights under a simple agreement that took nearly a year to negotiate. The compact to set up the Metro Narcotics Unit reads like a treaty between two warring states. The compact, which expires Dec. 31, 1997, spells out what rules narcotics officers should follow when county and city regulations conflict.

But even with the agreement, officers in the unit must cope with a dual set of bureaucratic procedures that often borders on the absurd.

For instance, if a county officer is in a city-owned police car, he can't get the vehicle gassed up at the city's fleet-services area unless a city officer is with him.

"When you're running out of here to make a (drug) deal, and you've only got a quarter of a tank," said Lt. Mike Simpson, "it can be a problem."

Commanding officers of the joint unit have to stay on top of two payroll and training schedules, three procedural manuals (those of the two departments as well as the unit's own) and dozens of forms.

Each piece of furniture must be labeled to show whether the city, county or the combined unit bought it. And, although the unit adopted the county's radio frequency, commanding officers must carry city radios in case trouble develops while they work in the city.

"The little things drive you nuts," said Simpson.

Of course, none of this would exist if the city and county had a merged police department. But efforts to combine the two have so far gone nowhere.

Two referendums to merge city and county governments -- including their police forces -- were defeated in the 1980s. A 1986 county judge-executive's task force, and last year's Goals for Greater Louisville -- a community-based board that looked at ways to improve the region -- both recommended merging the two police departments.

Hamilton and Louisville Mayor Jerry Abramson are strongly in favor of merging the departments, but their counterparts in the county aren't so enthusiastic.

Through a spokesman, county Judge-Executive Dave Armstrong said that a merger "is ultimately a good idea, but it's not imminent."

Jones, the county chief, said a merger may happen someday and may not be "all bad."

Meanwhile, the departments continue going their separate ways -- sometimes letting criminals slip through the gulf between them.

When Metro Narcotics was formed, for instance, county and city officers found they had enough evidence between them to close at least a dozen drug cases that had been stumping the departments individually, Kirgan said.

Investigators also discovered that some of their confidential sources had been double-dipping -- selling the same information to both city and county officers, Simpson said.

The Courier-Journal, June 20, 1993

"There was just a ton of examples like that where we were duplicating work," Kirgan said.

Kirgan recalled an investigation while he worked in the county's burglary unit, in which he obtained a court order to place a tracking device on a suspect's car. Judges are stingy with those orders, Kirgan said, and months of work went into obtaining this one.

After finally getting the order, Kirgan and his men went to place the device on the car -- and found another tracking device already there. He discovered that another law-enforcement agency had been watching the suspect for more than nine months.

"There was a lot of man-hours wasted there," Kirgan said.

Barring an outright merger, both the 1986 county task force and Goals for Greater Louisville recommended merging more specialty units. The units that have been merged -- Photo Lab, Crimes Against Children and Metro Narcotics -- have been very successful. More units could join them, task force members said.

Hamilton said that such specialty units as the SWAT, hostage negotiation, K-9 and bomb squad teams should be combined. Jones agreed that mergers of more specialty units could happen in the future.

"We just haven't gotten around to it," he said.

But there are problems with the piecemeal approach. Bill Farmer, chairman of the public-safety committee of Goals for Greater Louisville, pointed out the first:

"If you merge enough of the specialty units, there's not going to be anyone left."

The other problem, according to administrators in Metro Narcotics, is that unit mergers can be frustrating and agonizingly slow. And they leave dozens of daily bureaucratic hurdles in place.

"I would never again go through the hassles we went through," Simpson said. "It is simply not worth it."

GRAPHIC: COLOR PHOTOS (2) Louisville Police Chief Doug Hamilton, top, is in favor of merging the city and county police departments, and Jefferson County Chief Leon Jones said it might not be "all bad."

LANGUAGE: English

LOAD-DATE: August 4, 1993

9TH STORY of Level 1 printed in FULL format.

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June 18, 1992, Thursday - METRO Edition

SECTION: FORUM; Pg. 6A

LENGTH: 147 words

HEADLINE: READERS' FORUM...MERGER 'LONG OVERDUE'

BODY:

Recently, Goals for Louisville resurrected the idea of a merger between the city and county's police department. This merger is long overdue. The time to eliminate duplication and follow in the footsteps of Lexington, Nashville and Cincinnati is now.

The result will be a better and stronger government with a better quality of services provided. The merger should start with the police department and end with the merger of city and county government.

Maybe the money saved -- can be used for the library?

ALAN SCHERER

Louisville 40205

LANGUAGE: English

LOAD-DATE: August 5, 1993

The Filson Historical Society

14TH STORY of Level 1 printed in FULL format.

Copyright 1992 The Courier-Journal
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June 4, 1992, Thursday - METRO Edition

SECTION: NEWS; Pg. 2B

LENGTH: 814 words

HEADLINE: CITY-COUNTY POLICE MERGER COULD BE BETTER IDEA NOW, SOME OFFICIALS

BYLINE: SHELDON SHAFER

BODY:

Some officials say merging Louisville and Jefferson County police operations -- an idea resurrected by Goals for Greater Louisville -- makes more sense now than ever before because the two forces are becoming more similar.

"Except for the shoulder patches and the (car) door emblems, the other differences in the great scheme of things are pretty minute," Ray Franklin, president of the city Fraternal Order of Police lodge, said yesterday.

Franklin said consolidation "merits further study. "

The city and county FOP lodges opposed merging city and county governments in referendums in 1982 and 1983.

In both merger campaigns, police-related questions were key points of dispute. The anti-merger foes contended that it would cost up to \$8 million to merge the police departments. Pro-merger forces disputed the figure, contending that at least 10 percent of the combined police budgets could be saved through efficiencies.

Mayor Jerry Abramson and County Judge-Executive Dave Armstrong wouldn't comment yesterday on any possible police consolidation, preferring to wait for a final report from Goals for Greater Louisville.

Third Ward Alderman Tom Owen, head of the aldermanic public-safety committee, said consolidation could produce some savings.

County Commissioner Irv Maze said: "Any time you can merge agencies and save money, I am in favor of it. We need to take a look at all such options."

City and county officials have pledged to try to implement as many recommendations of Goals for Greater Louisville as possible.

The police debate surfaced anew Tuesday night when the public-safety committee of Goals for Greater Louisville discussed advantages of merging, if not the entire police departments, some of their similar operations.

The committee, one of 13 studying issues, will make final recommendations in August.

Bill Farmer, a retired county police officer who heads the committee, said that instead of total merger, it is more likely that the committee's final

The Courier-Journal, June 4, 1992

recommendation will be to merge "specialty units."

Consolidation of such units as forensics, training, burglary, homicide, robbery, record-keeping and some communications is a "doable" goal, he said. Total merger probably isn't practical, at least right now, he said. Narcotics, Crimes Against Children and photo labs already have been consolidated, he said.

The two forces have more parity than they did 10 years ago. Although the city and county officers are represented by separate FOP units, the separate labor contracts "are not widely disparate," Franklin said.

The city and county police are on the same schedule under separate three-year contracts.

Since 1983 city police pay has been brought up to a level close to what county police make, and most city officers now have take-home cars. Also, since 1986 both the city and county police have had the same pension system.

However, Denis Spalding, president of the county FOP lodge, said urban and suburban policing are different in many ways, with county officers, for instance, patrolling areas that in some cases are larger than an entire city police district.

Spalding questioned spending any more money to study police merger. "They spent countless dollars" promoting merger in the early 1980s and "the public turned it down," he said. "It could be throwing good money after bad."

LANGUAGE: English

LOAD-DATE: August 5, 1993

The Filson Historical Society

16TH STORY of Level 1 printed in FULL format.

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October 6, 1990, Saturday - METRO Edition

SECTION: NEWS; Pg. 9A

LENGTH: 734 words

HEADLINE: CITY AND COUNTY POLICE MERGE THEIR NARCOTICS FORCES ARMSTRONG
Mergers and Takeovers

BYLINE: GERALD A. RYAN

BODY:

Louisville and Jefferson County police joined their narcotics forces under one commander yesterday, and he was a man of few words.

"I would like to address my comments to the drug dealers in this community," Jefferson County Police Maj. Donnie D. Kirgan said. "If they've got any loose ends they better get 'em tied up, because 12 months from now a bunch of 'em are going to the penitentiary."

That was Kirgan's entire speech at a news conference yesterday where Jefferson County Judge-Executive Dave Armstrong and Louisville Mayor Jerry Abramson announced the end of separate city and county police narcotics squads and the creation of a joint strike force.

Armstrong and Abramson said the joint force will give police the same jurisdictional boundaries within the county that drug dealers have -- none.

Armstrong, who made the merged force a pledge in his inaugural address last January, called the new unit "the best of both departments . . . the best of the best this community can have out on the front line fighting drugs."

He said that cocaine arrests in the city and county have increased 146 percent in the past five years, that there were 10 deaths in the city and county from drug overdoses in 1989 and that 17 percent of the county's high school seniors have tried cocaine.

Abramson said the two police departments have often worked well together. But under the new arrangement, he said, "We're no longer going to have jurisdictional fights. We're no longer going to have duplication. We're no longer going to be in a situation where we question whether sufficient coordination is occurring or could have occurred to make a difference in this fight."

Kirgan, 44, will head the combined unit of 48 officers -- 24 from each force -- at offices at the Urban Government Center, 810 Barret Ave., and will answer directly to the chiefs of both departments.

The city and county will contribute equally to the unit's \$2.6 million budget. In addition, for its first year, the unit will receive a \$494,728 federal grant dispensed under the Anti-Drug Abuse Act of 1988.

The Courier-Journal, October 6, 1990

The grant, through the Louisville and Jefferson County Crime Commission, will pay for new surveillance and communications equipment, for two additional prosecutors in the commonwealth's attorney's office and for the continued funding of two prosecutors already assigned to drug cases.

"Years ago we had what they called the metropolitan strike force," county police Chief Leon Jones Jr. said, "but the difference . . . was both county and city maintained a narcotics unit and there were some battles of turf -- city cases, county cases and the metro cases. That's not going to happen this time."

The joint narcotics force is the second, after the Crimes Against Children unit, to combine city and county police units.

Kirgan, a 17-year veteran of the county police, is a native of Edmonton, Ky., and a Vietnam veteran.

He joined the Jefferson County police after three years with the Kentucky State Police at Elizabethtown.

Until his new assignment he was a lieutenant in charge of the county's special investigations unit, commanding the county's narcotics, vice, criminal intelligence and alcohol beverage control efforts.

LANGUAGE: English

LOAD-DATE: August 31, 1993

The Filson Historical Society

28TH STORY of Level 1 printed in FULL format.

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November 13, 1996, Wednesday MET:METRO 7 STAR

SECTION: NEWS Pg.01A

LENGTH: 747 words

HEADLINE: Jefferson wants more of occupational tax
Armstrong seeks big change in split with Louisville

BYLINE: SHELDON S. SHAFER, The Courier-Journal

BODY:

Jefferson County Judge-Executive Dave Armstrong said yesterday that he wants big changes in the way the Louisville and the county divide about \$ 190 million a year in occupational-tax revenue.

Under the 1986 city-county compact, the city gets about 58 percent of the money each year, and the county gets about 42 percent.

In exchange for the larger share, the city agreed to stop increasing its tax base by annexing unincorporated areas at the county's expense.

Armstrong wouldn't say exactly what share he thinks the county should get, or how much he'll bargain for when the compact is renegotiated before it expires in mid-1998.

Louisville Mayor Jerry Abramson declined to comment, except to say that Armstrong had not discussed the matter with him.

The occupational tax costs workers 2.2 percent of their wages. The city and county tax-sharing pool gets 1.25 percent and the rest supports mass transit and the public schools.

Armstrong said the county deserves a bigger piece of the pie primarily because of suburban growth. Armstrong wants the city to agree to a formula that could adjust the tax split annually; the current split is fixed for the 12-year life of the compact.

Armstrong said he has directed county Treasurer Steve Rowland to assemble figures on how much it costs to run the county, and how much it will cost 10 years from now.

The current compact doesn't account for long-term changes in the cost of running the city or the county. "We can't have the status quo (on tax sharing) for 12 more years," Armstrong said.

City and county officials hope to have a new compact for the General Assembly to consider in early 1998.

But the city may be slow to back off the existing tax-sharing agreement. Aldermanic President Bebe Melton said yesterday the current setup has worked well and appears equitable. She pointed out that the compact ended the bitter

The Courier-Journal, November 13, 1996

city-county annexation wars that lasted for decades before it was reached.

The compact covers three items: annexation, tax sharing and funding of joint agencies.

Before 1986 the city got all the occupational taxes paid in the city, and the county got the taxes paid outside the city. The two governments had been fighting each other to get new development, and the growing tax base that would result.

County Commissioner Irv Maze said some tax sharing is essential to prevent a recurrence of the annexation and development wars. Maze said the county probably deserves a greater tax share, especially because the county's cost of funding its joint agencies - health, planning, air pollution - has surpassed the cost of the city's agencies, such as the zoo and human relations.

'We absolutely have to keep the annexation restrictions in place,' Maze said. 'But, at the same time, we can't just throw the city out under the bus.'

Mac Unger, the city's budget director, said the city also has invested heavily in capital projects and infrastructure. Melton said the city made major concessions in agreeing to give up its powerful right to annex. The county will have to make concessions, too, Melton said, including concessions on tax sharing.

Abramson and Armstrong are expected to try to keep the prohibition on annexation and new incorporations by suburban cities. That arrangement is threatened by Barbourmeade's recent annexation of a small adjacent area; Louisville and Jefferson County have challenged the move in court.

LANGUAGE: English

LOAD-DATE: November 15, 1996

67TH STORY of Level 1 printed in FULL format.

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June 12, 1996, Wednesday MET:METRO 7 STAR

SECTION: FORUM Pg.11A

LENGTH: 1187 words

HEADLINE: WYATT'S CALL FOR REFORMED GOVERNMENT

BODY:

The following article was adapted for The Courier-Journal from a 1994 speech.

TWENTY years ago, there were three great challenging needs in Louisville: the downtown, the airport, and divided government. Now there is one.

Twenty years ago, much of the downtown was boarded up - it was rotting at the core. Under the leadership of the Louisville Central Area, the Chamber of Commerce, the city, the county, the state and private business, all that has happily changed. With the building of the Belvedere came the two financial towers, the Galt House complex, the Humana building, the Kentucky Center for the Arts, and now the waterfront.

With the building of the mall came the Commonwealth Convention Center, the Galleria, the Hyatt Regency Hotel, the twin towers, and now the Capital Holding Building. Something like \$ 1.5 billion of new construction has remade the downtown. We are well on the way. And now we have a modern airport underway, thanks to the leadership of the Regional Airport Authority and the city and county governments.

There remains the problem of divided government. In Jefferson County we have some 100 towns and cities - more incorporated towns per capita than any other county in the United States. Just as we have 120 counties in Kentucky, more counties per capita than any other state in the United States.

And all of this side by side with the Kentucky motto of "United We Stand; Divided We Fall." With divided government - cut into 100 fractions - come confusion, lack of leadership, inefficiency and duplication. Louisville was once the 12th largest city in the country, it is now the 58th.

If we had a united government, we would once again become a significant metropolitan center with the rank of 16th in the nation.

But more important than size, we would be able to speak with a united voice, we would be able to plan a total community.

When I was mayor, some 50 years ago, 85 percent of the county's population was within the city's boundaries. Now the population of the county outside the city is 50 percent larger than that within the city. Part of that population is scattered among nearly 100 cities. A large part is in the unincorporated area. With our inventive genius we have telescoped time and space, but in our governmental structure we have not kept pace.

The Courier-Journal, June 12, 1996

The cities that have achieved united government - New Orleans, Lexington, Indianapolis, Nashville, Toronto, Jacksonville, St. Paul- Minneapolis, and many others - have not followed a single pattern. Each has differed somewhat from the others, but all have succeeded and all have improved.

We will have to devise our pattern, one that is tailor-made for our very special and very different circumstances.

But we should have a single executive, and a single legislative body for the entire county, with a countywide tax rate proportionate to the services rendered. Accommodation could be made for the continuity of such cities as wanted to continue their existence. They could finance such additional services as they preferred.

But with a united government we would be pulling together rather than drawing apart. It would no longer be 'us versus them'; it would be 'all of us.'

We have fared as well as we have, though divided, because we have already taken some of the important first steps - and that will make it easier to achieve united government. When I was mayor, in 1942, half a century ago, we started down the path toward unity.

Until then, each piece of real estate was separately assessed, once by the city and again by the county - and more often than not at different values. We abolished the double assessment and provided for it to be done by the county alone.

We had four separate health units. We combined them into one - the city-county Board of Health, and it survives happily to this day.

We had a parks department separate from a recreation department. We combined them into one.

We merged the two welfare departments into a countywide welfare unit.

We created the first city-county Planning and Zoning Commission in the United States.

Our sewers became countywide with the creation of the Metropolitan Sewer District.

And along the way, we created a single school district for the city and the county.

The next step was the City-County Compact in 1986, but this expires in 1998.

To approach the solution of a united government, one fashioned for our special situation, all elements of the county must be considered: the West End, the East End, the South End, the small cities, Louisville, the unincorporated areas - all must have a voice in reaching a solution.

When we achieve that solution - and, as an optimist, I believe we will - we will have a community of greater vitality, greater vigor and greater opportunity. We will be better able to achieve social and racial justice. We will no longer be 100 separate cities with 100 separate suburbs and without a

The Courier-Journal, June 12, 1996

common voice. The cities that have achieved unified government have developed a stronger middle class, better credit ratings, more successful communities, and a single voice.

I believe this is an idea whose time has come. Remember those words of Victor Hugo: 'More powerful than the might of armies is an idea whose time has come.'

We can do it if we have the will. I remember what Harry Truman said: 'Do what is right; it will please a few and astonish all the rest.'

Each Athenian youth, on attaining manhood, was required to take an oath, the effect of which was that he would leave his city better than he found it. Let us pledge to leave our community better than we found it.

Special to The Courier-Journal

LANGUAGE: English

LOAD-DATE: June 14, 1996

The Filson Historical Society

69TH STORY of Level 1 printed in FULL format.

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May 30, 1996, Thursday MET:METRO 7 STAR

SECTION: NEWS Pg.03B

LENGTH: 614 words

HEADLINE: Armstrong, 3 commissioners united on reworking compact

BYLINE: SHELDON S. SHAFER, Staff Writer

BODY:

Jefferson County Judge-Executive Dave Armstrong took a conciliatory step yesterday by joining the three commissioners to pass a Fiscal Court resolution directing the city and county to renegotiate their 1986 compact.

But first he said he will set up a committee to advise him on the compact, which deals with joint-agency funding, tax sharing and limiting annexation. Armstrong said the committee will have perhaps 12 members, drawn chiefly from the leadership of the 137-member Jefferson County Governance Task Force that made more than 50 suggestions for revamping local government last winter.

One of the suggestions was to replace the four-member Fiscal Court with a 12-member county council.

For weeks, Armstrong had held out for his own resolution, which - in addition to providing for the compact's renegotiation - would have urged the legislature to authorize a local referendum on expanding Fiscal Court. The commissioners' resolution, offered primarily by Darryl Owens and approved 4-0, simply directs Armstrong and Louisville Mayor Jerry Abramson to begin the compact negotiations immediately and asks Armstrong to report on the progress every two months.

Abramson said the Fiscal Court-passed resolution "simply restates the obvious" - that the compact must be renegotiated before it expires in mid-1998.

But Commissioner Irv Maze said he saw yesterday's resolution as important and contended that "often the only time (Armstrong) reports back to us is when he is forced to."

In an interview, Armstrong said he thinks the compact can be renegotiated by January, when Jefferson County governance questions may be considered during a special legislative session. He said he favors including the task force's recommendation to combine some city and county departments, such as development and housing, in his discussions on the compact with Abramson, and also wants to discuss expanding Fiscal Court.

Abramson said he also would favor a discussion of consolidating a variety of services. And he said he could not imagine a discussion of combining or transferring services or departments to the county without also talking about making Fiscal Court more representative.

The Courier-Journal, May 30, 1996

Owens asked Armstrong during the meeting if the three county commissioners could serve as advisers on the compact, and Armstrong said they could.

Owens and Maze, who could lose their jobs if Fiscal Court is replaced by a council, have been less than enthusiastic in the past about expanding Fiscal Court. Maze said he hopes the discussion of expanding Fiscal Court will not 'get in the middle of substantive issues' related to the compact.

Aldermanic President Bebe Melton also said she doesn't think the expansion of Fiscal Court should be part of the compact discussions.

Meanwhile, County Commissioner Russ Maple said he will introduce a resolution soon that would allow a representative of the county's 93 suburban cities to sit in on the city-county compact negotiations, but only in an ex-officio capacity, to keep small cities apprised of the talks.

LANGUAGE: English

LOAD-DATE: June 1, 1996

The Filson Historical Society

233RD STORY of Level 1 printed in FULL format.

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May 9, 1994, Monday - METRO Edition

SECTION: NEWS; Pg. 1A

LENGTH: 1747 words

BYLINE: MARY O'DOHERTY OCCUPATION TAX GOES VIEW, CITY PROFITS MOST FROM THEIR COMPACT M; MUNICIPAL GOVERNMENT-M; JUDGE EXECUTIVE DAVID ARMSTRONG; ECONOMIC DEVELOPMENT

BODY:

Imagine two relatives who live side by side: Although both have been doing well financially, their economic fortunes are heavily dependent on each other.

During the past couple of years, one of them, Slim City, has had no growth in his income. His pay has stayed about the same.

The other, Fat Cat County, made big bucks last year, but because of an 8-year-old family agreement, Fat Cat has had to help Slim every year.

The agreement has worked fairly well, but earlier this year, when Fat Cat had to pay Slim \$4 million, Fat Cat's family began squawking about it.

Sound familiar?

Louisville and Jefferson County governments have a fiscal structure built on just such an agreement -- the nationally recognized city-county compact.

Though it is praised by urban experts impressed by its visionary, cooperative nature, the compact has recently drawn the ire of county government leaders, who say it favors the city and hurts the county.

The agreement was hatched over a political trade-off: the county picked up an extra \$1 million for joint government agencies, and the city froze its boundaries, calling a temporary halt in its annexation efforts.

Since the two local governments began sharing money in 1986 from occupational taxes under the compact, Louisville has benefited handsomely.

Last year, the county gave the city \$4 million. The payment is a dramatic example of an urban trend. Most of the economic growth in the community -- translation: new jobs -- has occurred in the suburbs.

Since 1986, payroll taxes have grown more than twice as fast in Jefferson County as in Louisville. During that time, the county has blessed city coffers with nearly \$10 million from occupational taxes.

It hasn't been pleasant. County Judge-Executive Dave Armstrong said the county has taken "a big hit" by having to make the payments.

"The numbers speak for themselves," county Commissioner Irv Maze said. But city officials and urban experts say both governments should look at the

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bottom line.

Before the compact, city and county governments competed against each other for development opportunities. Now they work more closely together. As a result, officials say, the compact has helped the whole community earn more than \$20 million, after adjusting for inflation, in new tax revenues since 1986.

"I don't think we would have gotten anywhere near \$20 million in new jobs in this community if it had not been for the compact," said city budget official Mac Unger. "And I think there is a real question about whether Jefferson County would be getting the tax collections it's getting today had there not been a compact."

The occupational tax and compact have helped Louisville escape the shrinking-tax-base problem that plagues many large urban areas, said University of Louisville political science Professor Ron Vogel.

"In a lot of ways the crisis between city and county competition has been solved by the compact," said Vogel, who is preparing a study of government consolidation for U of L and the League of Women Voters. "I think we are in less of a crisis now than we were during the annexation wars."

A 'bribe' or a fair share?

To Dean Driskell, who works on the assembly line at Ford's Kentucky Truck Plant, the money the county pays the city every year under the compact amounts to a bribe.

"We're paying the city not to annex us and not getting any more in return except that they leave us alone," said Driskell, a Valley Station resident. But his wife, Mary Jo, who spends a lot of time in Louisville when she takes her children to museums, the zoo and the Iroquois branch library, sees it the other way.

The city's larger share of payroll taxes is a way to make up for the fact that Jefferson Countians who live outside Louisville and who use city services don't support the city with property taxes, Mary Jo Driskell said.

"If we lived in rural Kentucky, we wouldn't have access to the city like we do now, and I feel that we do benefit from that," she said. "I don't begrudge paying a certain amount to the city."

A committee studying whether local government should consolidate or reorganize is expected to begin work this summer by evaluating the compact, which will expire in 1998.

Is revenue split fairly?

The agreement establishing the compact provided for occupational taxes countywide to be divided up so the city would get about 59 percent and the county about 41 percent.

Eight years later, county officials say the compact has a serious failing: It doesn't take into account the large amount of money the county has spent to spur economic growth. For example, county budget chief Steve Rowland says, the

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county spends \$2.5 million a year on debt service for three industrial parks in the county -- Jefferson Riverport International, Hurstbourne Green and the Anchorage Business Center -- that have attracted many new businesses and jobs.

At the same time, county officials argue, the need for government services outside Louisville has grown. For example, while the city's population has shrunk by more than 5 percent since 1986, the population of the rest of the county has grown by more than 1 percent.

In other words, when the compact was negotiated, 42 percent of the county's residents lived in the city. In 1992, only 40 percent lived in the city.

If community leaders choose to renegotiate the compact, Armstrong suggests that it be adjusted so the city and county share economic-development costs more equally.

He also proposes to split the money 50-50.

Fifth Ward Alderman Steve Magre says such a split would be unacceptable. Magre, like other city officials, says the compact has performed the way everyone envisioned it.

Noting that the city could return to its aggressive annexation tactics when the compact expires, Magre says the accord helps the whole community address the city's limitations -- its limited space for expansion and growing responsibility to care for the county's poor.

"We didn't negotiate for equity," Magre said. "We negotiated for togetherness and the assurance that the city would not be left behind."

Commissioner Darryl Owens, who represents southwestern Jefferson County, doubts that his constituents would be pleased to know that they're giving so many of their tax dollars to the city.

But Owens would rather renegotiate the contract than see a more extensive reorganization of city and county governments.

Many in business and government think that with one government -- and one, larger, population figure -- the metro area would improve its image, attract more attention and fare better in national and even international business-recruiting wars. The "city" would not only be bigger, but also its statistical profile in such things as education and poverty would improve.

Armstrong and Abramson say that although the compact has worked well enough, the benefits of reorganization would be farther-reaching. They say a consolidated government with one leader, one legislative body and one vision would be better than the current system.

"This is no way to run a railroad," Abramson said.

TAX GROWTH

Occupational-tax revenues comprise half the tax base for local government.

Although property-tax revenues can't grow by more than 4 percent per year under state law unless voters approve, economic growth has fueled a 36 percent increase in the county's occupational-tax revenues since the compact took

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effect in 1986.

Meanwhile, Louisville's occupational-tax revenues have grown by a respectable, but less eye-catching, 15 percent. Both increases measure "real growth" in revenues, meaning they have been adjusted for inflation.

LANGUAGE: English

LOAD-DATE: July 1, 1994

The Filson Historical Society

278TH STORY of Level 1 printed in FULL format.

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January 14, 1994, Friday - METRO Edition

SECTION: NEWS; Pg. 2B

LENGTH: 734 words

HEADLINE: ABRAMSON ASSURES 'REAL CHANGE,' STEPS TOWARD MERGER WITH COUNTY

BYLINE: MARY O'DOHERTY

BODY:

Finding the right answer to the question of reorganizing Louisville and Jefferson County's governments will be a top priority for Mayor Jerry Abramson during this term.

"I am hopeful -- and prepared to work my tail off to ensure that we have a chance to bring about change," the mayor said yesterday in his annual State of the City address. "Not cosmetic change. But a real change."

Abramson's remarks seemed to be just what the Downtown Rotary Club crowd of about 300 wanted to hear. They interrupted that part of his address with sustained applause. Many leapt to their feet to cheer him on.

Abramson previously has said he favors merging Louisville and Jefferson County into a single metropolitan government. But he was careful yesterday not to predict a role for the county's 93 small cities.

"I'm not prepared to tell you today whether I'm for that program or that project, this structure or that structure. . . . Whether there (should be) 27 cities left, 87 cities left, 115 cities left -- I don't care," he said.

"The bottom line is, in my judgment, after eight years of sitting in my office, we've got to have one leader, one legislative body -- and one vision for the community."

During the past month, Abramson has had two meetings with County Judge-Executive Dave Armstrong, aldermanic President Bebe Melton and County Commissioner Darryl Owens to discuss how the government reorganization discussion should begin.

They've been tight-lipped about their deliberations, but all have agreed that details of the new government should come from a broad-based citizens group.

During his speech, Abramson said he wants to find "the best minds we can get to staff this group of citizens and to think through a new structure."

Setting the stage for his pledge to work on government reorganization, the mayor reminisced about the conditions that brought government officials together to negotiate the city-county compact, which expires in 1998.

The county was scarred by the loss of 40,000 jobs, split by busing and infamous for labor problems, even earning the moniker "strike

The Courier-Journal, January 14, 1994

city."

"We had governments fighting one another for taxes and land. Annexation wars were raging," Abramson said.

He noted that the compact, which governs how city and county government should divide tax revenues and some services, has given the community a chance to catch its breath, learn more about its diverse parts and reach an understanding that Abramson thinks is so important, he said it twice for emphasis:

"That if one area of this community fails the entire community is at risk."

In an interview, Abramson said leading the fight for government reorganization would be especially satisfying if it produced lasting results for the generation of his 2-year-old son, Sidney.

"If I could look back when Sidney is a teen-ager -- and he has a consolidated government under which to live -- that would be a of a legacy."

GRAPHIC: PHOTO Abramson

LANGUAGE: English

LOAD-DATE: January 23, 1994

The Filson Historical Society

297TH STORY of Level 1 printed in FULL format.

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November 18, 1993, Thursday - METRO Edition

SECTION: FORUM; Pg. 8A

LENGTH: 480 words

HEADLINE: THE URGE TO MERGE ARMSTRONG TAKEOVERS

BODY:

or some form of reorganization -- of the Louisville and Jefferson County governments looks better and better. The idea now is being discussed as a possibility for the near future, instead of for some theoretical, distant time.

After all, as revenue becomes scarcer, efficiency becomes vital. And as competition among cities over economic development intensifies, communities that have one vision, one voice -- one set of regulations to be followed -- have an edge.

So the timing for resuming discussions of government reorganization may be ripe. A decade has passed since the emotional battles of 1982 and 1983, when voters narrowly defeated merger. And the community's two leaders -- Mayor Jerry Abramson and County Judge/Executive Dave Armstrong -- are both popular and favor reorganization.

What's needed, then, is a formal, public exploration of the possibilities. Some communities have created one big metro government; others have preserved some of their small cities; still others have created an "umbrella" government that takes on some community-wide responsibilities but leaves others to smaller units.

Absolutely essential to the process is this: representation of all geographical and philosophical interests. The history of reorganization efforts in Louisville can be characterized by mistrust and polarization. The exercise need not end that way this time.

Therefore, the best time to begin might be immediately following the 1994 legislative session. Jefferson County delegates need to be united and focused on the legislative agenda. They can't afford to be distracted or polarized by discussions of plans for another year.

But a deadline for addressing reorganized government approaches, too. The compact between Louisville and Jefferson County expires in 1998; renewal is doubtful, considering its mixed success.

The compact has clarified some financial relationships between the two governments and has pared some competition. But it has done little to get Louisville and Jefferson County working in sync.

And it never will. After all, there are still two key leaders and two legislative bodies with different constituencies and agendas.

311TH STORY of Level 1 printed in FULL format.

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November 1, 1993, Monday - METRO Edition

SECTION: NEWS; Pg. 1A

LENGTH: 2880 words

BYLINE: NINA WALFOORT OF WAR BETWEEN THE SMALL CITIES AND LOUISVILLE ARE SMALL CITIES URBAN FRAGMENTS OR SOUL OF DEMOCRACY? M; MUNICIPAL GOVERNMENT-M; CHRONOLOGY MUNICIPAL GOVERNMENT; MERGERS AND TAKEOVERS; LAW; HISTORY

BODY:

In 1952 Ken Thompson bought a house in the suburbs. Eager to bring urban conveniences to his patch of green, he and some neighbors visited Louisville's City Hall to talk about being annexed.

The suburbanites wanted to know what they would get in the way of police protection, road repairs and sewer service if they came into the city. The answer, Thompson recalls vividly, was, "You're not going to get a damn thing for a while."

The residents left disgruntled. Weeks later Thompson learned the city was planning to annex his neighborhood, and he immediately called his wife and asked her to alert the neighbors. "I came home from work," he said, "and there were 45 people in my side yard, waiting to have a meeting."

Thus St. Regis Park, off Browns Lane near Hikes Point, was born in 1953. Another sixth-class city, hastily incorporated to prevent annexation by Louisville. The residents' tax dollars, instead of going into Louisville's coffers, were spent on garbage collection, bus service to downtown and a three-person police force. The city founders also persuaded the post office to provide door-to-door mail service, helped get newspaper delivery and, later, became a fourth-class city and instituted zoning restrictions.

"We did very well for ourselves," Thompson said.

Variations on the St. Regis Park theme have been repeated all over Jefferson County the past five decades. In addition to Louisville, the county has 82 small cities, 10 fourth-class cities and a third-class city. (Classifications are based on population and define a city's powers.) Together, these cities account for about 136,000 people -- more than half the number of people in Louisville.

Jefferson County has been frozen in that illogical configuration since the city-county compact was enacted in 1986. The compact called a truce on annexations by any city, including Louisville, and prohibited incorporations.

Whether neighborhoods should be allowed to incorporate, and how much annexation power Louisville should have, are two questions that will have to be answered before the compact expires in 1998.

Some people believe small cities are the finest form of democracy -- small, responsive, personal. Others say they have fragmented metro communities and drained taxes away from the cities that are the heart of the suburban area.

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In his new book "Cities without Suburbs," former Mayor David Rusk of Albuquerque, N.M., laments the shift of economic growth from cities to the suburbs, and argues that fragmented government is inefficient and racist and that it undermines urban prosperity.

"Nationwide the trend is clearly toward greater and greater fragmentation and greater growth on the periphery," Rusk said. "That ultimately is a pattern that gets to be very expensive. We keep throwing away one generation's facilities and building more. . . . The other cost is intensive isolation of the region's poor in the inner city."

In Jefferson County, the breeding ground for small cities was cultivated in 1938 when a little-noted law proposed by a Union County legislator was passed. Louisville had been annexing unincorporated areas with little resistance. But the 1938 law, which applied only to Louisville, made it virtually impossible to annex incorporated areas.

Shively quietly incorporated that year and annexed eight distilleries, capturing their substantial taxes. A trickle of incorporations occurred during the 1940s. In the 1950s the dam burst -- 31 suburbs became cities.

Former Louisville Mayor Frank Burke Sr., who held several high-ranking positions at City Hall during the 1950s, said the perception in the 1940s and 1950s was that being annexed by Louisville meant higher taxes and limited services -- but the perception was incorrect.

Ray Bossmeyer, a Louisville alderman from 1947 to 1951, attributed the small-city movement to "hysteria" and said it crippled Louisville. "People turned against the city for no good reason," he said.

But Howard Martin, mayor of Woodlawn Park, calls himself "the greatest fan there is of small cities" and offers another view. He said the small cities were formed because they provided services that weren't available from county government. It may not be the most efficient or economical way to provide services, he said, but the cities are responsive to people's needs.

"Where else can you have a complaint with an animal or a pet where you can get someone to really listen to you and act on it?" he asked.

Some small cities might have outlived their usefulness, and some have even developed the same "urban" problems they were meant to circumvent.

"The need and the reason for them is getting less because the differential between the city taxes and taxes outside the city has decreased as the suburban areas have come to demand a full range of services," said W. E. Lyons, a University of Kentucky professor and author of "The Politics of City-County Merger."

In a 1989 published study of five Lexington neighborhoods and five small cities in Jefferson County, Lyons found that people in small cities were actually less informed about what services their city provided, and were no more satisfied with their city leaders, than Lexington residents under consolidated government.

The Courier-Journal, November 1, 1993

Thompson, who left St. Regis Park for a farm in Spencer County in 1988, also questions the viability of small cities. In the past two decades he has seen them become overwhelmed by their urban surroundings, and the community spirit of the 1950s has not survived that passage.

"I think now sixth-class cities do not involve the citizenry as much as they did in the Mayberry days, and they don't have the volunteers," he said. "Some of the smaller cities are not able to take care of themselves as well as they could."

THE TUG OF WAR BETWEEN THE SMALL CITIES AND LOUISVILLE

Louisville's efforts to extend its boundaries have been thwarted by suburbanites who believe small is better and by a legislature that has not always liked Kentucky's biggest city.

THE 1700s and 1800s

1780: Louisville 1890 -- Legislature establishes
1797: Jeffersontown classification system for cities.
1797: Middletown
1878: Anchorage

1900 - 1940

1928: Strathmoore Village 1922 -- Louisville takes in 40,000
1931: Strathmoore Manor residents and 11 square miles --
1938: Shively including Churchill Downs and
1939: Kingsley Iroquois Park -- with largest
1940: Mockingbird Valley annexation in its history.
1941: Indian Hills 1936 -- At Louisville's urging, state
Seneca Gardens legislature approves constitutional
1942: Audubon Park amendment allowing consolidation of
1944: Parkway Village city-county governments. Voters turn
1945: Strathmoor it down
Gardens (asterisk) 1938 -- General Assembly changes
1946: Wellington annexation law, limiting Louisville's
1948: Richlawn ability to annex incorporated areas. new annexes

The Courier-Journal, November 1, 1993

eight distilleries.

1950

1950: St. Matthews 1950 -- Louisville annexes nine
Beechwood Village square miles to the southeast,
Bellewood including Standiford Field, the Naval
Norbourne Estates Ordnance Station, Camp Taylor and
Springlee the future site of the Louisville Zoo.

1951: Cherrywood Village 1956 -- Mallon Plan proposes
West Buechel expanding city services and bringing

1952: Druid Hills 46 square miles and 68,000 people
Windy Hills into the city. Voters reject that.

1953: Cambridge

Fairmeade

Glenview Manor

Lincolnshire

St. Regis Park

1954: Brownsboro Village

Lynnview

Woodlawn Park

Meadowbrook Estates

1955: Houston Acres

1956: Bellemeade

Briarwood

Indian Hills-Cherokee

Keeneland

Plymouth Village

1957: Broadfields

The Courier-Journal, November 1, 1993

1958: Devondale (asterisk)(asterisk)

Hollyvilla

Rolling Fields

1959: Forest Hills

Graymoor (asterisk)(asterisk)

Moorland

1960

1960: Plantation 1964 -- Legislation is introduced to
 1961: Woodland Hills raised minimum population for sixth-
 1962: Barbourmeade class cities from 125 to 750. It fails.
 Minor Lane Heights 1965 -- County Judge Marlow Cook
 South Park View and Public Works Director Sammie
 1963: Hourstbourne Acres Lee call for moratorium on incorporation
 Maryhill Estates of small cities. It fails.
 1964: Blue Ridge Manor 1968 -- Jefferson County grand jury
 Wildwood recommends a study of a single
 1965: Lyndon metropolitan system.
 Northfield
 Robinswood
 1966: Rolling Hills
 1967: Meadow Vale
 Westwood
 1968: Brownsboro Farm
 Crossgate
 1969: Riverwood

1970

1970: Bancroft 1970 -- U.S. Sen. Thurston Morton

The Courier-Journal, November 1, 1993

Goose Creek and former Lt. Gov. Wilson Wyatt Sr.

Whipps Millgate head task force that recommends

1971: Hollow Creek extension of Louisville's city limits.

1972: Glenview Hills Enabling legislation fails.

Manor Creek 1974 -- Merger of St. Matthews and

1973: Douglass Hills 11 sixth-class cities proposed. It fails.

Fincastle

1974: Green Spring

Prospect

1975: Norwood

1976: Meadowbrook Farm

Hills and Dales

Thornhill

1977: Creekside

Langdon Place

Old Brownsboro Place

Winding Falls

1979: Sycamore

1980

1980: Broeck Pointe 1980 -- County Judge-Executive Mitch

Ten Broeck McConnell initiates merger plan.

Hickory Hill 1982 -- Voters reject merger in

Worthington Hills referendum.

1981: Watterson Park 1983 -- Voters reject merger again.

1982: Hurstbourne 1984 -- Louisville proposes annexation

Murray Hill of all unincorporated areas of the county.

Popular Hills 1986 -- City-county compact goes into

The Courier-Journal, November 1, 1993

effect, freezing annexations and
incorporations for 12 years.

1983: Coldstream

Newburg (asterisk)(asterisk)(asterisk)

Spring Mill

Spring Valley

1985: Glenview

(asterisk) Merged with Strathmoor Village

(asterisk)(asterisk) Merged with Graymoor-Devondale

(asterisk)(asterisk)(asterisk) Since dissolved

SOURCE (on most incorporation dates): Louisville Area Chamber of Commerce.

LANGUAGE: English

LOAD-DATE: November 3, 1993

The Filson Historical Society

794TH STORY of Level 1 printed in FULL format.

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November 21, 1990, Wednesday - METRO Edition

SECTION: NEWS; Pg. 1B

LENGTH: 1094 words

BYLINE: KAY STEWART

BODY:

Jefferson County Judge-Executive Dave Armstrong said in a speech last night that he plans to form a county council of representatives from outside Louisville to help set priorities for roads, sewers, parks, social services and other needs.

Armstrong said he doesn't know who would be on the council or how it would work, though it might have representatives of unincorporated areas and small cities such as Fern Creek, Pleasure Ridge Park and Fairdale.

But he said the council would be justified even if it was nothing but a forum for county residents who have "felt left out of the process."

He said he hopes to complete plans for the council by early next year.

Armstrong revealed the idea during the first of 10 speeches he plans to make in the next month in exchange for a privately raised salary supplement. He is drawing a \$57,924 supplement in addition to his public salary of \$38,076.

In his speech to about 75 people at the auditorium of the Jefferson Community College Southwest Campus, Armstrong focused on "regionalism."

He explained his views by expanding on remarks made last week by Louisville Mayor Jerry Abramson. The mayor said that cities are the heart of a community and that if they are doing well "then the fingers and toes surrounding that heart are doing quite well."

Armstrong said: "There is a need for a strong inner city at the core, the heart of the community. But if the heart does not supply circulation to the arms and legs, then the whole body will atrophy."

Armstrong said in an interview that his comments were not in reaction to Abramson's and that he did not disagree with the mayor. He said he has made similar public comments before.

Drawing on population figures, Armstrong said in his speech that people's desire to move to the suburbs is "a fact of life and it's time we made up our mind to accept it, and to deal with the real-world situation that it leaves us.

"If you ignore suburban areas, where two-thirds of our people now live and shop and work, and concentrate solely on an inner core, then you cripple the area (that) holds the greatest promise for growth."

The Courier-Journal, November 21, 1990

He noted that Louisville's population dropped by 25,000 in the past 10 years, according to preliminary 1990 census figures, while Oldham, Shelby, Spencer, Bullitt and Meade counties and the Southern Indiana counties of Floyd and Harrison gained 17,000 people. The region overall lost 8,000 people, he said.

"We are all one urban region. And either we all prosper together or we will all surely go down together," he said.

Declining population, a declining birth rate and the need to compete with other areas could "cause us to face an economic crisis in the '90s" unless the region sets priorities and unites, Armstrong said.

He said he focused on regional unity last month when he sponsored a "summit" of officials from 12 counties. The group will meet again next month to address solid-waste management.

Within Jefferson County, Armstrong said, efforts are needed to unite areas and cities. But he said that should not mean another attempt to merge city and county governments, a move voters have rejected twice.

"We have not shown the need for merger to all areas of our community," he said.

He said that he has not talked to county commissioners about a county council, but expects they might serve on it or recommend people to serve on it. Commissioners Darryl Owens and Irv Maze said they want to know more about the idea before commenting. Commissioner Chris Gorman said, "It sounds positive."

Armstrong said some small cities have been "left out of the picture" so they concentrate instead "on the more narrow scope of their own wants and needs, sometimes to the detriment of the common good."

In response to a question from the audience, Armstrong said that some small cities have passed their own insurance tax, which prevents the county from getting that revenue, and that some small cities have huge surpluses.

That money, he said, could be pooled with county funds for road improvements or other needs that would help the cities that contributed the money.

He said the county doesn't need to have Louisville representatives on the county council because the county already has an agreement with the city known as the compact.

The Louisville Development Foundation Inc., a private economic-development group, organized the private-pay supplement for Armstrong.

He began receiving the monthly paychecks about nine months ago. Armstrong said last month that he had not arranged to give any speeches sooner because he was too busy during his first year in office.

The foundation also arranged smaller pay supplements for two of Armstrong's predecessors, Mitch McConnell and Harvey Sloane.

GRAPHIC: PHOTO BY PAUL SCHUHMAN HAVE NEW VOICE INDIANA MERGERS AND TAKEOVERS
Jefferson County Judge-Executive Dave Armstrong talked with Connie White

The Courier-Journal, November 21, 1990

Basham, right, and her mother Lois Basham after his speech last night at Jefferson Community College's southwest campus.

LANGUAGE: English

LOAD-DATE: August 31, 1993

The Filson Historical Society

880TH STORY of Level 1 printed in FULL format.

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December 30, 1989, Saturday - METRO Edition

SECTION: NEWS; Pg. 7A

LENGTH: 753 words

HEADLINE: ABRAMSON SWORN IN, VOWS TO CHASE DREAM OF WIPING OUT DRUGS

BYLINE: KAY STEWART

BODY:

After taking the oath of office yesterday for a second four-year term, Louisville Mayor Jerry Abramson vowed that his accomplishments -- from daffodils planted along roadways to the pursuit of a \$300 million airport expansion -- will continue while he chases new dreams, including the "eradication of drug use."

To rousing applause from about 2,000 onlookers at the Commonwealth Convention Center, Abramson said in his inaugural address that city and county police narcotics units should be merged and that more emphasis will be placed on drug education and treatment programs.

"Drug dealers don't abide by jurisdictional boundaries," he said.

Dave Armstrong, who will announce his choice for county police chief after he takes office as Jefferson County judge-executive Monday, has endorsed the idea of merging the narcotics units.

Louisville Police Chief Richard Dotson said yesterday that a combined narcotics unit would prevent "duplication" in drug investigations. He noted that the departments already have a combined Crimes Against Children Unit.

Abramson's effort to combat drugs also includes expansion of a program under which city police officers teach fifth and sixth graders about drug avoidance and self-esteem so they can resist peer pressure. The mayor also said the city will support the development of "user-funded" treatment programs.

"We cannot and will not allow this drug epidemic to steal the future generation of our city," Abramson said.

Abramson -- the first Louisville mayor to succeed himself in office in more than a century -- called his inauguration "a very historical moment."

The event featured lively performances by members of "Louisville's Next Generation," from the Youth Performing Arts School. Following his speech, Abramson and his wife, Madeline, stood next to a table with a gigantic cake shaped like City Hall as they greeted well-wishers.

Jefferson Circuit Judge William McAnulty swore in Abramson and the aldermen. The aldermen will take the oath again Wednesday at City Hall. Because he is succeeding himself, Abramson will not have to take the oath again when his second term officially begins Monday.

The Courier-Journal, December 30, 1989

"I want the next four years to be a time of dreaming big and I want to make those dreams come true with team play," Abramson said in his inaugural speech.

While he announced no specific new programs, the mayor said his dreams include a waterfront with "boats in a harbor and green space for families to picnic," restored parks, and neighborhoods "sound and safe with a rich mixture of people."

He also said he'll work to find solutions to "solid waste management from recycling and composting to environmental education," better health care, more job-training opportunities and shelter for the homeless.

But most of Abramson's speech focused on the past four years.

He said his proudest accomplishment is the "rejuvenation of spirit that has occurred in this community over the last four years."

He also cited the return of the Sweet 16 high school boys' basketball tournament to Louisville, the city-county compact and the Presbyterian Church headquarters' move to Louisville.

He mentioned several economic development accomplishments, including the expansion of United Parcel Service, downtown's Crescent Centre apartment and condominium complex that he said is 90 percent occupied, and the success of the city's enterprise zone, which offers tax incentives to businesses, with "8,000 new jobs and more than \$1 billion in investments."

"I think it's been a pretty good four years for economic development," he said as the crowd applauded.

The Louisville Education & Employment Partnership, he said, has encouraged public high school students who are at risk of dropping out to complete their education and has helped them "get a head start on jobs," he said.

"Four years ago," Abramson said, "I promised to clean up and beautify the city." The result -- "Operation Brightside" -- is "one of my proudest accomplishments."

About 700,000 daffodils, planted through the program, will bloom this spring, he said, and thousands of students will learn the "value of preserving the environment through our Brightside school curriculum."

The mayor also complimented himself on providing better basic services. More police officers were put on the street, a \$2 million fire training tower was built and Emergency Medical Services increased the number of its professional staff during his first term, he said.

GRAPHIC: PHOTOS (2) BY BILL LUSTER Louisville Mayor Jerry Abramson and his wife, Madeline, greeted well-wishers during a reception yesterday. ; Jefferson Circuit Judge William McAnulty swore in the aldermen yesterday. The aldermen will take the oath again Wednesday at City Hall.

LANGUAGE: English

891ST STORY of Level 1 printed in FULL format.

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The Courier-Journal

October 25, 1989, Wednesday - METRO Edition

SECTION: NEWS; Pg. 3B

LENGTH: 692 words

HEADLINE: ARMSTRONG AND HEYBURN OUTLINE THEIR DIFFERENCES ON CITY-COUNTY MERGER
CAMPAIGN

BYLINE: AL CROSS

BODY:

Two weeks before the Nov. 7 election, the candidates for Jefferson County judge-executive further outlined their differences on merger of city and county governments.

Democratic nominee Dave Armstrong called yesterday for a process that might lead to merger in the mid- to late 1990s -- but an Armstrong spokesman said later that the candidate won't support the idea unless areas that opposed it in 1982 and 1983 say they want it.

Republican nominee John G. Heyburn II said he would lead an effort for merger, and charged Armstrong has been "all over the lot" on the issue by tailoring his remarks to suit his listeners. Armstrong has denied that.

Armstrong spoke yesterday at a meeting of the local chapter of American Society of Public Administrators. High-ranking county employees and University of Louisville academics made up most of the audience of about 25 at Masterson's.

"I think there ought to be a process beginning in 1990 where we talk about how we can bring about a smooth-flowing government-delivery system, where everybody has significant input, no one has more than the other . . . moving toward looking beyond the compact."

The city-county compact on annexation, joint agencies and allocation of occupational-tax revenue is due to expire in 1998. Armstrong has said he wants to expand cooperation under the compact.

Heyburn said in an interview, "The compact doesn't do what we really need, a system that creates effective leadership at the top."

Armstrong spokesman Stu Sampson said the Democratic nominee would oppose any merger effort "until it emanates as a grass-roots issue from the neighborhoods that felt they didn't have any input -- until those people come forward and say, 'Yes, we feel like it should be looked at again.' "

Opposition to merger in 1982 and 1983 was strongest in the county's southwest and the city's predominantly black West End.

Armstrong said in his speech that southwest residents "feel government has not always been responsive to their needs," and blacks are

The Courier-Journal, October 25, 1989

"concerned about not having a stronger voice." A merged jurisdiction would have a smaller percentage of blacks than the city alone.

Heyburn, who was attorney for the panel that wrote the 1982 and 1983 plans, also has said any merger effort would need early grass-roots support to succeed. But unlike Armstrong, he said he would try to generate such support if elected.

"This is an issue where you've got to be for it or not, because it's not going to happen on its own," Heyburn said. "It would be a primary objective I would work for."

He said Armstrong is trying to play both sides of the issue by making statements like yesterday's while simply telling mayors of small cities that he opposes the idea.

Jeffersontown Mayor Dan Ruckriegel said Armstrong flatly opposed merger in a brief conversation they had in June.

Is it less than forthcoming to say that without also endorsing a process that could lead to merger? "I don't think so at all," Sampson said.

Armstrong said in a brief interview that merger shouldn't be attempted "unless every factor and facet of the community feels comfortable, and that includes every municipality."

Asked if he would require that all the county's 94 small cities agree to the idea before it was pursued, he said, "That's a goal to shoot for. You don't want to go back out with any issue that's going to divide the community again."

Heyburn contended that Democratic Mayor Jerry Abramson's position on merger is closer to his than Armstrong's.

Abramson, who supported the 1982 and 1983 plans, said he and Armstrong have not discussed the process his running mate mentioned yesterday. He said he does not expect any intensive effort toward merger in the next four years.

"What we've got now has been working quite well," he said. "Thinking ahead . . . is certainly something that will be on top of

GRAPHIC: PHOTO (2) Dave ; John G. Heyburn

LANGUAGE: English

LOAD-DATE: September 13, 1993

MEMORANDUM

JEFFERSON COUNTY

To: David L. Armstrong
County Judge Executive

Thru: Carol Behr *CB*
Acting Director, Community Outreach

From: June Kelley-Roy *June*
Coordinator "A" District

Date: July 9, 1997

Re: Municipalities Collecting Insurance Sur Tax
Source: Ky. Dept. of Insurance April Schedule 1997-98

*Judge,
I thought you might
like an up-date in
this area.*

June

City	Classification
Anchorage	4th
Audubon Park	5th
Barbourmeade	5th
Beechwood Village	6th
Blue Ridge Manor	6th
Briarwood	6th
Broeck Pointe	6th
Brownsboro Farm	6th
Cambridge	6th
Cherrywood Village	6th
Coldstream	6th
Creekside	6th
Douglass Hills	4th
Druid Hills	6th
Fairmeade	6th
Fincastle	6th
Forest Hills	6th
Glenview Hills	6th
Glenview Manor	6th
Goose Creek	6th
Graymoor-Devondale	4th
Green Spring	6th

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JUL 11 1997

OFFICE OF THE
COUNTY JUDGE/EXECUTIVE

Hickory Hill	6th
Hills and Dales	6th
Hollow Creek	6th
Houston Acres	6th
Hurstbourne	4th
Hurstbourne Acres	6th
Indian Hills	5th
Indian Hills, C.S.	6th
<i>Keenland *</i>	6th
Kingsley	6th
<i>Langdon Place *</i>	6th
Lincolnshire	6th
Lyndon	4th
Lynnview	5th
Manor Creek	6th
Maryhill Estates	6th
Meadowbrook Farm	6th
Meadow Vale	5th
Meadowview Estates	6th
Middletown	4th
Minor Lane Heights	5th
Murray Hill	6th
Norbourn Estates	6th
Northfield	5th
Norwood	6th
Old Brownsboro Place	6th
Parkway Village	6th
Plantation	6th
Plymouth Village	6th
Prospect	4th
Richlawn	6th
Riverwood	6th
Rolling Fields	5th
<i>Rolling Hills *</i>	6th
Seneca Gardens	6th
Shively	3rd
Spring Valley	6th
St. Regis Park	4th

Strathmoor Manor	6th
Strathmoor Village	6th
Sycamore	6th
Ten Broeck	6th
Thornhill	6th
Watterson Park	5th
West Buechel	5th
Westwood	6th
Whipps Millgate	6th
Wildwood	6th
Winding Falls	6th
Windy Hills	5th
Woodland Hills	5th
Woodlawn Park	5th
Worthington Hills	6th

75 of the 93 suburban cities are collecting the sur tax.
Jeffersontown collects a flat fee of \$6.25.

*Collecting the tax as of 1997

cc: Bruce Traughber
Larry Bond
Steve Rowland

The Filson Historical Society

RECEIVED

AUG 13 1997

MEMORANDUM

OFFICE OF THE
COUNTY JUDGE/EXECUTIVE

TO: Bruce Traugher

FROM: Carol McKenzie

DATE: August 12, 1997

SUBJECT: COMPACT

In the director's bi-monthly meeting of yesterday, you requested our ideas regarding the compact. You were curious to know about the percentages of services administered by joint agencies to County residents. You mentioned the Human Relations Commission, and I thought of the purchasing department and METCO.

HRC: Their annual report for 1994-1996 highlights numerous programs targeted to the community, which was county-wide. **The Task Force on Prejudice & Diversity Awareness** utilized the public libraries, gathering a group of youth to play games, read books, and discuss the need to be inclusive. One that I attended took place at the Westport Middle School Community Library. In addition, HRC investigates all acts of discrimination in both the City of Louisville as well as the County; areas of housing, employment, race, religion. With regards to hate crimes, JCPD at one time, was referring all its hate crime reports to HRC for further investigation.

The Purchasing Department: Specifically the Minority Procurement program that was created as a function of the County, also services business owners in the City.

METCO: I believe that METCO and MBDL have "partnered" for finances on one or two loan packages.

You further asked for our opinions about areas, in which, we believe government might consolidate. At no time was it more apparent of duplication and extreme waste of tax dollars than during the snow storm in 1995. I remember watching WAVE-TV, when each City and County department representative from Public Works, Police, DES, was interviewed. It appeared that the city and county were in competition, fragmented, instead of working together seamlessly for the good of the community.

MEMORANDUM

JEFFERSON COUNTY

TO: C. BRUCE TRAUGHBER
DEPUTY COUNTY JUDGE/EXECUTIVE

FROM: KIM M. ALLEN, DIRECTOR *kma*
CRIME COMMISSION

DATE: AUGUST 14, 1997

RE: LOUISVILLE-JEFFERSON COUNTY COMPACT

In response to your request at the August 11, 1997 Department Head meeting, I am writing to provide background information on the City-County Compact Agreement from the perspective of the Crime Commission. As you are aware, the Crime Commission was historically a jointly-funded agency that became a Tier One agency under the 1986 agreement. As a result of the Compact, the fiscal agent for the Crime Commission Office switched from the City of Louisville to Jefferson County Government and the Commission's board membership, activities, and general purpose/function were delineated under Section XI of the Cooperative Compact (which replaced the preexisting Interlocal Agreement creating the Commission).

Over the duration of the Compact Agreement, the Crime Commission has continued to function as a "joint" agency in the provision of criminal justice planning and coordination services to both governments. As you are aware, the Commission's board membership includes representatives of all criminal justice and related agencies operating at the city, county, state and federal levels. Its membership also includes eight citizen appointees (four appointed by the County Judge/Executive and four by the Mayor).

Although the activities and services provided by the Crime Commission are based upon requests for service and fluctuate on a daily basis, it is estimated overall that 50% of staff time for the past year has been spent on Jefferson County projects with the remaining 50% spent on requests for assistance from the City of Louisville. In addition to providing staff support for joint efforts such as the AWARE Coalition and Street Sales Enforcement Project, the Commission has provided staff support for the following city efforts:

- Police Administration Advisory Committee and Subcommittees
- Fire Administration Advisory Committee
- Development, Administration, and Evaluation of the Neighborhood-Based Crime Prevention (NBC) Grant Program
- Assistance in Grant Writing (Juvenile Drug Court Application for Byrne Funding; HUD Safe Neighborhoods Grant; LPD Grants)
- Legal/Causes Subcommittee of the Youth Violence Prevention Coalition

Additionally, examples can be cited in which the City of Louisville has expended funds for projects that extend beyond the city limits. These include the following:

- Louisville-Jefferson County Street Sales Enforcement Project
- Metro Narcotics Unit
- Crimes Against Children Unit
- Louisville-Jefferson County AWARE Coalition (Staff Funding)
- Crime Commission, Computerization Projects Committee (Implementation of Criminal Justice Information Network with LPD Serving as Host Agency)
- Provision of 50% Byrne Match for the Jefferson County Drug Court/Diversion Project

As a local criminal justice coordinating body involved in the planning of the Metro Narcotics and Crimes Against Children Unit, as well as the Street Sales Enforcement Project Grant, the Commission has long recognized the need for greater coordination and communication among justice entities and believes that greater efficiency in service delivery can be achieved through consolidation of services in the justice arena. Efforts to reduce duplication alone could result in significant cost savings as well as break through the traditional "turf" boundaries that can impede effective delivery of services. Since the Commission's success has been due in part from its ability to operate from a position of neutrality, it will be critical that the operational leadership for new efforts in city-county consolidation in the justice arena also be afforded a neutral forum to bring together and coalesce the participation of the many diverse groups.

I hope this information is helpful and encourage you to contact me if you have questions or need any additional information at this time.

MEMORANDUM

JEFFERSON COUNTY
EMERGENCY MEDICAL SERVICES

TO: C. Bruce Truaghber
Deputy County Judge/Executive

FROM: Colonel Mike Riordan, Director
Emergency Medical Services

Date: 11 August 1997

RE: Jefferson County/Louisville Compact Issues

EMS Issues

In 1993, Jefferson County EMS and Louisville EMS prepared and submitted a report recommending that there be a single EMS agency that served both the County and City. At that time, both agencies were "third service" EMS agencies, with some fire service first responder involvement. In the ensuing years EMS in the City was taken over by the fire service while EMS in the County remained a "third service" with a growing fire service first responder program.

Nationally, the fire service is seeing a steady and continual decrease in the number of fire runs they make each year. In order to remain fiscally viable, many of them have either taken over or begun to assist in the delivery of pre-hospital emergency medicine. That same scenario is being played out in the local community. However, I do not believe that is the best option for the community in the long term. The delivery of pre-hospital emergency medical care should not be based on a desire to maintain a certain level of funding.

Without argument, it is accurate to state that the mission of the fire service is first, fire prevention, second, fire suppression and third, the delivery of emergency medical care or other activities. The mission of EMS is to provide pre-hospital emergency medical care. No fire agency can, long term, successfully fulfill the primary mission of a fire department and EMS agency simultaneously.

In the 1970s and early 1980s, Jefferson County operated EMS under the police department. The recognition of the incompatibility of the police mission and the EMS mission and the creation of EMS as a separate agency led to the high level of pre-hospital care we have in the community today. If the status quo is maintained in the City, they will inevitably find, as in Lexington and other Cities, the quality and commitment to the delivery of pre hospital emergency medical care will suffer from the pressures to maintain a first class fire operation.

There is a win-win for EMS and the fire service. I strongly support the utilization of the fire service in a first responder role, as an adjunct and assistance to a Countywide, Third Service EMS. That allows each agency to concentrate on core missions, but also provides for an increased level of activity for fire service personnel that would otherwise be non-productive. It also provides the best level of response to the citizen at the lowest overall cost. We have been pursuing that course in Jefferson County for several years. It has provided an increased manpower utilization for the fire service, increased assistance for EMS at peak period of activity, and a faster emergency response to the citizens.

We have created a state of the art E911 system, including constant real time display of available ambulances. The best way we will recoup this investment is to make sure that EMS operations and response are uniform throughout the City and County. Already, we are beginning to see operational changes in the City, under the fire department, that will result in the closest ambulance not always being sent to the 911 call. That represents a great step backward. Under the compact, we should again move forward to a unified EMS response, utilizing a County-wide EMS agency.

The Combined agency would continue to need funding from the General Fund of the City and or County on a level reflecting the increasing costs of operation. Similarly, the billing and collection operations for the City and County should be combined for economy of scale. Between the two agencies, over seven million dollars are recovered and channeled back into the General Fund. That is a significant positive revenue stream and on a percentage basis, a return on the County's and City's investment far higher than any other agency.

The nuts and bolts of combining the two agencies is easier now than in 1993, given the massive reorganization of City EMS by the Louisville Division of Fire. Most, if not all duplicate positions have been eliminated. It made sense in 1993 and it still makes sense in 1997.

Communications Center/E911

The County has a combined communications center, with police fire and EMS calls being taken and dispatched from a single location. Though the City has talked for years about such a setup, it has yet to show the will and perseverance to make a combined center a reality in the City. For the most efficient and effective operation, all emergency service agencies in Louisville and Jefferson County should be linked through a common communications center with common radio frequencies.

The police department has done a creditable job in the County of administering the combined communications center. However, I believe that we need to strive for a communications agency, independent of the end user, that will provide public safety communications and E911 call taking for all City and County agencies. Long term, especially with the consolidation of the City and County Police Departments, the Communications Operations of the City and County should not be held as a subset of any single agency.

Public Safety Communications are too important to be left as a secondary part of an agency mission. City County communications should be an entity that serves many masters under the compact, but is not directly controlled by any one of them, to avoid the inherent conflict of interest and budgetary problems.

The Filson Historical Society

MEMORANDUM

JEFFERSON COUNTY

DEPARTMENT FOR HUMAN SERVICES

FAX
574-6605
2 pages
8/13/97
10:35Am

TO: BRUCE TRAUGHBER
DEPUTY COUNTY JUDGE

FROM: KATY SCHNEIDER *KS*
DIRECTOR

RE: COMPACT RENEWAL

DATE: AUGUST 12, 1997

The following is my response to your request for departmental feedback on the compact:

- DHS is currently not referenced in the compact apparently because of some poorly negotiated agreement between the city and county over twenty five years ago which enabled the city to get out of funding human services completely. At a minimum, the County investment in human services should at least be put on the table as part of the negotiations. Approximately 75% of the individuals seeking financial assistance from the County are city residents. For that matter, the majority of all our clients live within the city.
- There is no statute that mandates counties to provide social services other than predispositional services (detention) for youth awaiting trial. As I understand it, years ago, the City played a much larger role in providing financial assistance and according to our records, was the initial provider.
- As for duplication, the City's Department of Community Services has dabbled in human services "planning" for the past several years with their staff running into our staff on youth, aging, homeless, and general human services issues. The City also has a fund similar to the Jefferson County Human Services Community Fund, and we provide grants to many of the same agencies. There is duplication both in terms of whom we fund and the process and monitoring of grants. One example is the community ministries. The County funds all of the community ministries while the city just funds those in the city limits. The ministries, in my opinion, should receive one grant from local government. Monitoring of the grants should not be undertaken separately either.

- Neighborhood Place is a countywide concept in which all the partners except the city have agreed to support every site. The City will only support those sites (half) serving city residents. In the case of First Neighborhood Place at Thomas Jefferson Middle School, the city is providing some support, because the service area for that site crosses slightly into the city. This is the only situation of which we are aware that city funds (\$15,000) are being spent ostensibly outside the city limits.
- The City is the fiscal agent for the Community Action Agency which on the surface has a similar mission and provides some of the same kind of poverty-related services. In other parts of the state, specifically Lexington and Owensboro, the CAA is a much stronger presence and in many regards, operates much like DHS. Our CAA has not been very visible and has not been regarded as a major player in the human services area. Given their budget, one wonders why. I have consulted with my staff about whether we would want to assume oversight, and all are hesitant as to whether it would be worth it.

The CAA does receive over a million dollars in a community services block grant from the state; the agency apparently has a fair amount of flexibility regarding use of the money. The Community Action Agency also receives over a million dollars in LIHEAP (energy assistance) funds. Both of these funding streams and the corresponding services could and should be directed through the Neighborhood Places. To involve CAA in the Neighborhood Places and influence their service agenda may require that we have some formal oversight. The issue is whether being the fiscal agent and assuming responsibility for oversight will enable us to exert any true influence. I would be glad to discuss this with you further and perhaps attempt to gain more insight if possible about the operations of CAA.

This community would benefit greatly from a unified agenda for human services. Obviously, the same can be said for other areas as well. Please let me know if you require additional information.

MEMORANDUM

JEFFERSON COUNTY

To : Dr. Melinda Rowe, Director
Jefferson County Health Department

Adrian Freund, Director
Department of Planning and Environmental Management

From: Judy Nielsen, Administrator *JN*
Division of Environmental Health and Protection

Subject: Division Activities by City / County

Date: August 13, 1997

Attached in information on the distribution of work for the Division of Environmental Health and Protection. I have identified those activities (complaints) and facilities by location (city/county). If you need more information or clarification contact me at X 6667.

DIVISION OF ENVIRONMENTAL HEALTH AND PROTECTION

Division activities are geared toward service delivery in both the city and county without distinction of boundary lines in most areas. The services we provide are generally not duplicative of the services provided by other agencies. State permitted facilities are inspected county wide. Areas of complaints do present some differentiation because a different city agency handles similar program areas within the city limits. The city department of Inspections, Permits, and Licenses offer many of the same services we do in the areas of housing deficiencies and premise sanitation (garbage, non-hazardous waste, sewage backups), rodent problems, and grass/weed complaints. This provides some confusion for residents as to where to call to make a complaint.

By broad category I have outlined the services the Division provides and the percentage of that work that is within the city limits.

Inspections of Permitted Establishments:

Food: Consists of all facilities with a food permit: restaurants, groceries, bed & breakfast, school cafeterias, etc. Most requires 2 routine inspections per year.

Total Number of Facilities:	3403
City	47%
County	53%

In addition to the permanent facilities, inspections are made of all temporary food establishments at community festivals which include the Derby Festival, the State Fair and Strassenfest to name a few. Approximately 750 permits are issued annually. The larger festivals and the State Fair are held within the city limits but attract residents county and/or statewide.

Other Permitted Facilities: These include swimming pools, wastewater treatment plants, septic, water and industrial waste haulers, hotels/motels, mobile home parks, adult entertainment facilities, and tattoo parlors. These require 1 or 2 routine inspections per year.

Total Number of Facilities:	936
City	23%
County	77%

Complaints:

Complaints consist of reported problems in approximately 40 different program areas. About 75% are in the areas of housing standards, non-hazardous waste, mosquitoes, sewage, rabies and food. The large discrepancy between city complaint work and county complaint work falls within the housing environment where the city department of Inspections, Permits and Licenses handles the complaints within the city of Louisville. Animal bite reports are compiled separately. The combined complaint load for these areas are totaled as well.

Number of Complaints:	6839	Rabies: (Animal bites reported)	1288
City	10%	City	39%
County	90%	County	61%
Combined Complaint Load:	9239		
City	13%		
County	87%		

Childhood Lead Poisoning and Prevention:

Children are screened county wide through all HD clinics and door to door in the 7 targeted census tracks in the city.

Number of children screened:	12,583
City	73%
County	27%
Children diagnosed as lead poisoned	137
City	95%
County	5%

Other service areas which we can not differentiate city/county activities include:

- Certification of Lifeguards to work in area pools.
- Certification of Food Manager at food service facilities.
- Review of building plans prior to submittal to the state Division of Plumbing.
- Health education activities through community groups and schools.
- Potable water sampling done primarily in the county.
- Fogging operations for mosquito control.
- Coordination of activities with other agencies and community and professional groups.

The Filson Historical Society

MEMORANDUM

JEFFERSON

Post-it® Fax Note 7671

Date	8/13/97	# of pages	4
To	Bruce Traugher	From	M. Rowe
Co./Dept.	Judge's office	Co.	JCHD
Phone #	574-6592	Phone #	574-4530
Fax #	574-6605	Fax #	574-6588

TO: Bruce Traugher
Deputy County Judge/Executive

FROM: Melinda G. Rowe, M.D., MPH/MBA
Director of Health

DATE: August 13, 1997

RE: Compact Negotiation

1. Family Health Center - Portland - City funding mentioned in the Mayor's proposal for the renewal of compact was \$1.4 million. In addition, FHC has projected a revenue reduction of \$1.5 - \$2 million when they lose cost based reimbursement and further losses may be incurred when Medicaid Managed Care takes effect 10/01/97. This could amount to at least \$3.5 to \$4 million additional debt if the County took responsibility for this agency. I would suggest leaving FHC with the City at this point in time.
2. QCCT - Re-negotiation of QCCT to a system that would capitate indigent care so that Outpatient, Pharmacy, and Prevention are all paid for in addition to Inpatient Care. This could put the Judge at the forefront of dealing with Indigent Care in Jefferson County and put him in a decidedly proactive stance regarding this very important issue.
3. ^{Office} City of Health and Environment
4. City Office of Inspection, Permits, Licenses
5. Housing, Rats, Nuisances

Possible merging of these city offices with Jefferson County Health Department and Department of Planning and Environmental Management with our joint Department of Environmental Health and Planning could be considered.

Please see the attached information provided by Environmental Staff.


6. County might be able to seize opportunity to coordinate city and county police, youth services, recreations and public health to develop a model program of violence prevention.

MEMORANDUM

JEFFERSON COUNTY

To : Dr. Melinda Rowe, Director
Jefferson County Health Department

Adrian Freund, Director
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Division of Environmental Health and Protection

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The Filson Historical Society

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Number of Complaints:	6839	Rabies: (Animal bites reported)	1288
City	10%	City	39%
County	90%	County	61%

Combined Complaint Load:	9239
City	13%
County	87%

Childhood Lead Poisoning and Prevention:

Children are screened county wide through all HD clinics and door to door in the 7 targeted census tracks in the city.

Number of children screened:	12,583
City	73%
County	27%
Children diagnosed as lead poisoned	137
City	95%
County	5%

Other service areas which we can not differentiate city/county activities include:

- Certification of Lifeguards to work in area pools.
- Certification of Food Manager at food service facilities.
- Review of building plans prior to submittal to the state Division of Plumbing.
- Health education activities through community groups and schools.
- Potable water sampling done primarily in the county.
- Fogging operations for mosquito control.
- Coordination of activities with other agencies and community and professional groups.

The Filson Historical Society

MEMORANDUM

Jefferson County Department of Planning and Environmental Management

TO: C. Bruce Traugher, Deputy County Judge/Executive

FROM: Adrian P. Freund, Director
Department of Planning and Environmental Management

SUBJECT: Compact Negotiations

DATE: August 13, 1997

There are several improvements in the planning, development and code administration areas that should be addressed during renegotiation of the City-County Compact. The relationship of county and city planning and development functions has not been addressed at the chief elected official level in many years. The current compact does not address significant institutional changes and changing service demands that have occurred since 1987.

During the 1970's and 1980's, the Louisville and Jefferson County Planning Commission was active in developing neighborhood plans and delivering neighborhood services to the City of Louisville. During Paul Bergmann's tenure as Planning Director, I understand that neighborhood planning work gradually diminished and migrated to the city. With the formal creation of LDA by the Mayor and the expansion of its authority from the central area to the entire city, city-county coordination has become increasingly difficult. The relationship with LDA is significantly stronger now than in 1992, but the presence of two "planning departments" creates an unnecessary barrier to coordinated planning and implementation. Significant public and elected official confusion exists regarding roles and responsibilities. The planning, preservation and design functions of LDA should be consolidated with Planning and Development Services. The urban renewal functions might best be left with the city.

Paul Zucker suggested consolidation of city building permit functions with the county. Additionally, consolidation of city inspection functions with the county would increase flexibility, reduce program redundancy and promote uniform procedures. City Inspections, Permits and Licenses also provides housing deficiency, premise sanitation, rodent and grass/weed complaint program services within the city. These functions align closely with services provided by Environmental Health in the county (see attached). Consolidation of these services

under the county could provide significant benefits. Adequate funding and staffing should follow any transferred functions.

After the creation of this department, the Mayor created the Office of Health and Environment. Ostensibly created to address compliance of city facilities with environmental laws, the Office has expanded into other environmental issues within the purview of this department. This again has created confusion and duplication of effort. A provision in the compact should clarify the provision of environmental services in the city and county. Practically speaking, the Office of Health and Environment is limited by its four member staff. However, leaving the institution in place after the Abramson term is not in the best interest of coordinated provision of environmental services.

Lastly, improved coordination and possible consolidation of city and county information services would appear to provide significant benefits. For example, executive communications, e-mail, database design and data retrieval, GIS and public outreach services such as County Care and City Call serve many of the same needs in the city and county. Increasing consolidation of city and county services would suggest that information services should also be focused on meeting joint city and county needs.

If you would like me to follow up on any of these matters in greater detail, please let me know. I do believe that the new compact should contain language prescribing a process for joint discussion and negotiation of any new agencies or functions that might duplicate or undercut the services of joint city-county agencies.

cc: Division Directors



David L. Armstrong
County Judge/Executive



Jerry F. Abramson
Mayor

Louisville and Jefferson County Parks Department

Brigid Sullivan, Director

CONFIDENTIAL

TO: Bruce Traugher
Deputy County Judge Executive

FROM: M. Brigid Sullivan *Brigid*
Director

DATE: August 13, 1997

RE: Comments on the Compact

Efficiency has already been achieved at the Parks Department by having one agency responsible for both city and county parks. Park maintenance staff, recreation/programming staff and administrative departments serve both city and county parks.

Whatever arrangement is negotiated, it must maintain accountability by the Parks Department to both County and City government regardless of the entity they report to.

The long term land banking and open space acquisition to serve a growing community will always be a higher priority to county government than to city government. The county should not abrogate that responsibility.

One of the difficulties of the current situations in the day-to-day operations is that there are restrictions imposed on our operations based on the source of funding. It is often difficult for the public to understand that equipment purchased by the county is restricted to the county only or programs established in the city are available only in the city. Consequently, equipment, facilities and programs are not uniformly available at all "Metro Parks" sites. Citizens often find it difficult to understand that although we are one agency, we are funded by the city or the county respectively.

Bruce Traugher
August 13, 1997
Page 2

As I stated in the meeting on Monday, Corrections and Social Services continue to require an increasing percentage of the county budget. Those increases may limit the county's long term ability to support other governmental services, particularly quality of life services such as Parks and Recreation. That factor needs to be considered as the county determines it's position in negotiations.

At times, we also have a different fee structure when fees are set by the respective legislative bodies. Golf is the most notable example.

With the respect to other agencies, LG&E, MSD and the Water Company are regional entities. Whether that has any bearing on whether the Public Works Department should also be regional is a valid question.

The Filson Historical Society

MEMORANDUM

JEFFERSON COUNTY

TO: C. BRUCE TRAUGHBER
DEPUTY COUNTY JUDGE/EXECUTIVE

FROM: PAT CHILDS, DIRECTOR
PERSONNEL DEPARTMENT

DATE: AUGUST 13, 1997

SUBJ: **COMPACT RECOMMENDATIONS**

All departments of County Government have been requested by you to submit their recommendations for changes to be addressed by the City - County governments in their compact agreement. The purpose of these recommendations is to improve functioning of local government.

The Personnel Department recommends that, in the interest of more efficient delivery of services, the following departments or functions should become a part of County Government:

*Louisville and Jefferson County Housing Authorities
Portland Primary Care Center
City of Louisville Code Enforcement*

It is felt that Jefferson County's administration of these functions would be transitioned smoothly to fit within already existing County services and would provide for more efficient and integrated services to the public.

It is further recommended that any of these agencies as well as existing county agencies which currently are covered by a civil service or merit system be removed from same if any employees within the agencies or departments are represented by a union. Removal of employees from a merit system was successfully accomplished by the County Corrections Department and County EMS in calendar year 1996; this change had the support of the Teamsters union. AFSCME has repeatedly requested the removal of the Department of Health, Air Pollution Control District and

Planning from the merit system but we are not able to reach agreement because of the current Compact Agreement.

Non-union employees within these departments would be covered by Personnel Policies and Procedures, which include disciplinary appeal procedures.

The Personnel Department would be affected by these recommended changes as the result of any impact on employee salaries and benefits, which also give rise to bargaining agreement issues in those areas. Benefit concerns would certainly include the accrual and carryover of any balances of vacation, sick leave, personal days, or compensatory time of employees transferred to County employment. Because these issues are so important to a smooth transition, the Personnel Department needs planning information as soon as practical. Because of short notice, personnel decisions made regarding the current Compact caused the setting up of a separate merit system and the misclassification of some employees. These problems took years to fix.

PC/ml

MEMORANDUM

JEFFERSON COUNTY POLICE DEPARTMENT

TO: HONORABLE DAVID L. ARMSTRONG
JEFFERSON COUNTY JUDGE/EXECUTIVE

FROM: COLONEL RONALD A. RICUCCI *RAR*
CHIEF OF POLICE

DATE: AUGUST 11, 1997

RE: CONSIDERATION POINTS REGARDING JEFFERSON COUNTY
POLICE DEPARTMENT AND LOUISVILLE POLICE DEPARTMENT
MERGER

Per your request my immediate staff and myself have reviewed the primary issues and cost related to a merger of the Jefferson County Police Department and the Louisville Division of Police.

These issues are listed in order of cost and significance to the success of the proposed merger.

1. **RADIO SYSTEM** -- Jefferson County Police Radio System is VHF and Louisville Police Department uses a UHF System. The last estimated cost to make the two systems compatible was in the two to three million dollar range.
2. **RADIO DISPATCH CENTERS** -- Minimum work required to combine Dispatch Centers; however, significant retraining would have to be undertaken to bring the Louisville Police Department dispatchers up to our standards.
3. **PAY AND BENEFITS** -- Both FOP contracts would need to be amended in order to establish equitable pay scale, court pay, uniform allowance, vacation time, sick time and health benefits.
4. **COMPUTER NETWORKS** -- Jefferson County Police operates on a local area network (LAN) which is PC based. The Louisville Police Department is operating from an IBM mainframe which is considerably slower and more costly to maintain.
5. **TAKE HOME POLICE FLEET** -- More take home vehicles would need to be purchased and police garage and fleet services would need to be consolidated -- vehicles would need to be uniform in markings.

6. **CIVILIAN UNIONS** -- Currently, civilian employees are under different labor contracts in City and County Police Departments.
7. **CIVIL LITIGATIONS** -- Jefferson County Police -- County has Sovereign immunity -- Louisville Police Department does not. Louisville Police Department has more litigation pending and has paid out considerably more money on judgments.
8. **PROPOSED MDTs** -- Louisville Police Department is planning on purchasing MDTs for their patrol units using the Motorola Police Works Software package. We would need to ensure that software is compatible between both departments including radio infrastructures for transmitting the data back to Headquarters.
9. **WEAPONS** --Currently, Jefferson County Police Officers must purchase their own weapons while Louisville Police Department issues weapons to their officers. Louisville Police Department duty weapon is a 9mm, while Jefferson County Police personnel carry 9mm or .45 caliber as duty weapon.
10. **HIRING AND PROMOTIONS** --Civil Service process vs. Merit Board process
11. **HEADQUARTERS** -- Relocation to one larger facility
12. **DETECTIVE BUREAU** -- Would require large central location for their units to be consolidated.
13. **CONSOLIDATION AND RELOCATION OF SPECIALIZED UNITS** -- SWATT, , K-9. Traffic Unit, etc.
14. **UNIFORMS** -- Minimal changes required to include badges and shoulder patches.
15. **RECORD SECTION** -- Operate in similar manner with the exception of Louisville Police Department storing records on their mainframe.
16. **PROPERTY ROOM SECTION** -- Louisville Police Department's Property Room Computer System will not be compatible with the new Jefferson County Police Bar-coding system planned for our Property Room.


SUMMARY: Per your approval, we would like to begin preliminary planning for a proposed merger by reviewing the processes utilized to consolidate Nashville Metro, Lexington-Fayette, and Charlotte-Mecklenberg Police Departments.

c: Larry Bond

MEMORANDUM

JEFFERSON COUNTY POLICE DEPARTMENT

**TO: MR. BRUCE TRAUGHBER
DEPUTY JEFFERSON COUNTY JUDGE/EXECUTIVE**

**FROM: COLONEL RONALD A. RICUCCI
CHIEF OF POLICE** 

DATE: AUGUST 12, 1997

**RE: POLICE SERVICES PROVIDED TO MAJOR MUNICIPALITIES
WITHIN JEFFERSON COUNTY**

As a matter of *policy* and upon request, the Jefferson County Police Department will provide any law enforcement-related service within its current capabilities to any municipality within the geographic limits of Jefferson County. These services are in addition to any service provided by the Jefferson County Police Department pursuant to an interlocal agreement.

As a matter of *practice*, the Jefferson County Police Department regularly provides a variety of services to the Anchorage Police Department, the Jeffersontown Police Department, the St. Matthews Police Department, the Prospect Police Department, and the Shively Police Department. These services include crime scene evidence collection; investigation of major crimes; narcotics investigation; child abuse investigation; helicopter patrol; arson investigation; Special Weapons and Tactics Team (S.W.A.T.T.); crisis negotiations (C.N.T.); explosive disposal and removal; and underwater diving and recovery.

The following is a synopsis of the assistance the Jefferson County Police Department provides to each municipal agency as a matter of current practice.

Anchorage Police Department
Prospect Police Department
St. Matthews Police Department

The Anchorage, St. Matthews, and Prospect Police Departments regularly receive support from the Jefferson County Police Department in crime scene evidence collection, major crime scene investigation, arson investigation,

narcotics investigation, child abuse investigation, air patrol, and S.W.A.T.T./C.N.T. support. All other ancillary services are provided upon request.

Jeffersontown Police Department

The Jeffersontown Police Department is the most independent department within the county limits, with the exception of the Louisville Division of Police. While the Jeffersontown Police Department conducts most of its own evidence collection activities and major crime scene investigations, it relies upon the Jefferson County Police Department for S.W.A.T.T./C.N.T. support and most arson investigation.

Shively Police Department

The Shively Police Department investigates all major crimes within the Shively city limits. However, the Jefferson County Police Department regularly provides Shively with evidence collection support, S.W.A.T.T./C.N.T. support, arson investigation, narcotics investigation, child abuse investigation, and air patrol. All other ancillary services are provided upon request.

If you have any questions, feel free to contact me.

RAR/DKD/dpb

c: Lt. Col. C. W. Loeser
Lt. D. Dumeyer
file

MEMORANDUM

JEFFERSON COUNTY

TO: Bruce Traugher
Judge's Office

FROM: Carol Behr
Office of Community Outreach

DATE: August 13, 1997

RE: **City Activities**

The Office of Community Outreach provides services to areas in the City as well as the County. For example, in 1997:

- 7 Self-Defense Workshops were held in the City.
- 5 Elf-Defense Workshops were held in the City..
- Ann Vincent is involved with 4 neighborhoods in the City; South Louisville (Iroquois Park), Bashford Manor Area Assoc., Oakdale (Taylor Blvd.) and Wilder Park Homeowners Assoc. (Southern Parkway).
- The Senior Citizens Activities Coordinator serves on the ElderServe Board (City). Oak and Acorn Board (City) and works with other City organizations. He continually takes calls from the City's Office of Aging and speaks primarily to groups in the City. He meets monthly with Steve Magre. The 7th Street Road Garden is in the City. The OCO office cashes Social Security checks at Dosker Manor each month.
- Every program i.e. SCAM JAM, Autumn Years, City and County Historic Tours, Belle or Spirit cruises etc. is attended by many city residence (50%).
- Geoff Ellis deals primarily with City issues and groups. President of the Board of Louisville Central Community Center, President of the Interdenominational Ministerial Coalition (NAACP), founding member of the African American Leaders Roundtable, member of the African American Advisory Committee to the FBI, member of the Smoketown Priority Reunion Assoc., member and Chaplain of the Intergovernmental Black History Committee. Also, serves as representative for the Judge in the City of Louisville for such things as; The African Methodist Episcopal Lay Conference, The Jamaican Assoc. of Louisville Celebration of Jamaica's 35th year of Independence, plus a host of many other events.

- I represent the Judge in areas that effect the City i.e. Library, Kentucky Derby Festival, U of L Bicentennial Committee, Aging Resource Center, Jefferson County Public Schools and Metro Parks.
- Jim Smith deals primarily with the County but touches the City in many areas.
- CountyCare is utilized by mostly County residents.

My suggestion concerning the negotiation of the compact involves changing the formula for the distribution of taxes to provide a more equitable distribution to the County. I would also like to recommend a look at the joint funding agencies to determine where the most usage occurs in the City or County. This might help in determining the tax formula.

I would like to recommend that the City fund the Health Department since the majority of their work is done in the City and they can also keep the Portland Clinic.

I would recommend the County take over the Zoo funding. The Zoo benefits the entire County as well as the City.

CB/tm

The Filson Historical Society

MEMORANDUM

The Louisville/Jefferson County Office for Economic Development

To: Paul Thistleton
From: Bill Fensterer *Bill*
Date: August 12, 1997
Re: Compact Issues

Below is a list of agencies that the executive staff recommends to you for discussion purposes regarding City/County agency mergers:

1. Louisville Development Authority with the Riverport Authority. The reason being both serve same function and should be able to assess their community commitment ideally under one organization function.
2. Public Works
3. County Building Department with City IPL.
4. Personnel
5. Finance
6. Housing Authority with City HUD. Even though these are two City agencies, apparently there is some overlapping.

/jw

*Bruce,
Absent the Judges objections
the river boats should be
merged into waterfront Dev.*

8/13/97
Public Works
Community Dev -

COMPACT RENEWAL ISSUES

Occupational Tax Sharing

1. Just as the City needs more money to make up for the losses due to out-migration of its tax-base, so too the County can justify more money needed to meet its growing demand for service-delivery to its constituents. It would be astonishing if the County, faced with increased population, dramatically increased demands on Health services and Corrections requirements, and a growing backlog of infrastructure improvements to meet its robust development activity, would then agree to forfeit more of its limited revenue stream. City residents are voting with their feet, and are moving to safer neighborhoods and better housing stock and lower property taxes in the suburbs. They are also finding that the workplace is moving too.
2. Although the County has shared portions of its growth in occupational tax, the City has not contributed to any of the suburban infrastructure improvements necessary to bring those improvements about. Hurstbourne Parkway includes County funds of \$ 13,500,000. Yet when the City sought funding support for airport and for the waterfront development downtown, it sought substantial commitments from the County, and on a 50-50 basis. Why then is the split on occupational taxes closer to 60-40?
3. Not only does the 1990 census show a sizeable migration out of the City to the suburbs, the compact agreement will expire only 18 months from a new census, which is likely to show an even larger erosion of the City's population. I do not believe that a renewal of the Compact can be made "permanent" as proposed by the Mayor while the City's population continues to drop dramatically. I would at least try to obtain current estimated population from U of L., and provide for further revisions based on changing census data.

If a compact continuation largely in its present form is decided on, then a gradual shift down to 50-50 funding should be sought.

	Occupation Tax Split	
	<u>City</u>	<u>County</u>
FY 1999	56	44
FY 2000	55	45
FY 2001	54	46
FY 2002	52	48
FY 2003	50	50

Representative Government

4. The key problem with continuing to devise a workable fix to the allocation of funds between City and County, is the fact that as more and more people move out of the City, the City becomes less representative of the taxpayers it serves. As more people commute into town for work, their occupational taxes are collected but they cannot vote for Mayor or Aldermen. The City now proposes to administer more programs on a County-wide basis such as Parks, but it would then be maintaining a County asset, and County residents using the suburban parks would have no voice of approval or disapproval of the City's level of care of this asset. How much money does the City spend each year that comes from sources who cannot vote for City-held office. This is not only unrepresentative government in principle, but will inevitably lead to growing alienation between City Government and a growing number of taxpayers.
5. The only acceptable "permanent" arrangement is one which provides for a metro government. Therefore, the City and County as step one of the compact ought to pledge to seek a revision in KRS 67A.010 to DELETE the clause which excludes counties containing a city of the first class from using the State-provided provisions for crafting and submitting for voter approval an Urban form of government. This provision is prefaced with the words.." In order to facilitate the operation of local government, to prevent duplication of services, and to promote efficient and economical management of the affairs of local government.."

Rather than fight through more and more special legislation, it would seem cleaner to seek the same authority given to 119 other counties in Kentucky. Lexington seems to be doing OK with their operation under KRS provision, why can't we.

Lastly, on the subject of merger, it should be a positive sign that it nearly passed twice. Furthermore, there were a few key areas of opposition in which the reason for opposition was spelled out. Renewed attempts at merger could seek to develop specific remedies to the problem areas to eliminate or lessen the level of opposition.

For example there was opposition on the element of representative strength in the legislative body. Black community representatives felt that black political strength on the legislative body would be weaker than it enjoys today with the Board of Aldermen. Small city residents and republicans seemed opposed to the County-wide general election requirement. One remedy to this would be to have a council in which one seat represents approximately 25,000 population, and is elected only from his/her district. A

district boundary panel could be given guidelines to draw up boundaries to achieve black majority in districts to meet an overall population representation level, and to attempt to honor as much as possible existing small city boundaries.

With a representative body of the whole community in place, more equitable long-term decisions can be made.

If a continuation form of the current Compact is decided on, the Metro Mayor concept should be explored as better than no merger at all.

Summary Points

1. The population shift from City to suburbs continues.
 - a. It is illogical to therefore allocate more money to the City under a new formula.
 - b. The County needs the increased revenue stream to meet its growing service demands.
 - c. When the existing compact expires in June 1998, the 1990 census data will be largely outdated.
2. As more population shifts to areas outside of Louisville the issue of representation in Louisville becomes more apparent. How much of the City's tax base comes from non-city voters?
3. The clearest and most representative arrangement which can be devised to more effectively manage the community's interests is through an urban county form of government. The KRS provision excluding Jefferson County from this possibility ought to be amended to permit it to be planned as in 119 other counties.



**JEFFERSON COUNTY, KENTUCKY
OFFICE OF THE COUNTY JUDGE/EXECUTIVE**

DAVID L. ARMSTRONG
County Judge/Executive

Jefferson County
Courthouse
Louisville, KY 40202
(502) 574-6161

August 28, 1997

Faye Ellerkamp
City of Windy Hills
703 Merrifield Road
Windy Hills, KY 40207

Dear Faye:

I am currently preparing my position on the compact, and I will let you have a copy when it is complete. I have enclosed a copy of Jerry Abramson's proposal, which basically says... no negotiations, and a copy of the original compact that we have been cooperative with for the past ten years.

Thank you very much for your interest and support in this endeavor.

Sincerely,

David L. Armstrong
Jefferson County Judge/Executive

DLA:kcb

encls.

cc: BT, LB, JY

CITY OF WINDY HILLS

BETTY WALSH
MAYOR

August 23, 1997

POST OFFICE BOX 7452
WINDY HILLS, KENTUCKY 40207

The Hon. David L. Armstrong
County Judge/Executive
Jefferson County Court House
Louisville, Kentucky 40202

Dear Judge Armstrong:

THANKS for the copy of your letter of August 19 to Lonnie Falk, President of the Jefferson County League of Cities, regarding the Louisville/Jefferson County compact, and the copy of Mayor Abramson's proposal.

I'm looking forward to receiving a copy of your proposal for re-negotiation of the Compact.

The importance of input from the suburban cities deserves recognition. I assure you the membership of the Jefferson County League of Cities will appreciate your co-operation.

Sincerely,

Faye

Faye Ellerkamp,
(JCLC Delegate)

cc - Hon. Russ Maple
Hon. Irv Maze
Hon. Darryl T. Owens
Hon. Lawrence C. Falk
JCLC Board

*8/27/97
BW
Send me
copies of JCLC
Proposal &
Original
compact
copy. - DW*

copy
F.Y.I.



City of Louisville
OFFICE OF THE MAYOR

601 W. Jefferson Street • Louisville, KY 40202-2728
(502) 574-3061 • Fax (502) 574-4201
TDD (502) 574-4091



JERRY E. ABRAMSON
MAYOR

August 19, 1997

Mr. Lawrence C. Falk
Jefferson County League of Cities
PO Box 22443
Lyndon, KY 40252

Dear Lonnie:

I am happy to share with you my proposal to County Judge/Executive David Armstrong on the renewal of the Louisville-Jefferson County Compact. I have also enclosed a copy of a Resolution passed by the Louisville Board of Aldermen supporting my position on the major issues in the Compact: annexation and sharing occupational taxes

I made my proposal public so that interested parties, such as you and the entities you represent, have an opportunity to comment on the renewal options being presented by the City and the County; and to forstall any criticism that the Mayor and County Judge negotiated the Compact in secret. In making my proposal public, however, I never suggested nor anticipated that the actual negotiations on the Compact would be done by anyone other than the County Judge and myself. I hope that City residents let me know what they think of my proposal, particularly on the transfer of the Library to the County and the Metro Parks Department to the City. I suspect that County residents outside of the City of Louisville, including residents and officials of suburban cities, will let their County elected officials know by sending their comments to the County Judge.

Sincerely,

Jerry E. Abramson
Mayor

cc: County Commissioners
Hon. Steve Magre
Mrs. Ellerkamp

MAYOR'S PROPOSAL FOR THE RENEWAL OF THE LOUISVILLE/JEFFERSON COUNTY COMPACT

TERM OF COMPACT

I propose that the renewed Louisville/Jefferson County Compact be permanent. The purpose of limiting the Compact originally to a term of twelve years was to give the community sufficient time to heal the wounds brought about by the annexation wars and the two merger campaigns. At this juncture, I see no advantage to creating a term of years for the renewed Compact. If the community chooses to look at a change of local government structure again someday, it can do so whether the Compact carries a sunset provision or not. And I don't think we can predict with enough certainty when in the future would be a good time for another Compact to be renegotiated. I think we should view what we are putting together as permanent so that both the City and County can look to the future with at least that certainty.

ANNEXATION AND INCORPORATIONS UNDER THE COMPACT

I propose that the ban on annexations and incorporations be continued unchanged. The City of Louisville and all the suburban cities need to know that their borders are fixed so that decisions about the future of cities in Jefferson County can be made against that backdrop, knowing that there will be no new territorial growth in their future. I am confident that this is an issue upon which we can readily agree because you are as familiar as I am with the disruption caused all of the residents of Jefferson County's unincorporated areas by the so-called annexation wars. As you know, many annexation attempts by suburban cities were as bitterly opposed as annexation proposals of the City of Louisville. Louisville's agreement not to annex during the term of the Compact is only feasible if all other suburban cities in the County live by the same rules.

SHARING OF OCCUPATIONAL TAXES

I propose that the formula in the Compact that calls for the distribution of occupational taxes between the City and County be retained as is. In order for the Compact to work, there had to be a true sharing of economic growth between the City and County. As long as the City was required by the Compact to stop its annexation initiatives, it had to share in the opportunities for growth experienced by the County. The formula for distribution of occupational taxes has accomplished this. Any change would reduce the gains the City has made in the past 12 years under the Compact. I see no justification for the City to give up those gains. Had the Compact not been in effect, the City would have continued to enjoy any and all gains it would have made through annexations and an aggressive economic development program.

As you know, all City of Louisville residents pay property taxes to Jefferson County in addition to the City property taxes they pay. The budget for Jefferson County for the fiscal year ending June 30, 1998 shows anticipated property tax revenue of **\$44,766,500**. The two major services provided by Jefferson County Government to ALL taxpayers of Jefferson County are County Corrections (jail system) and Human Services which are estimated to cost **\$35,942,800** per year based on the County's budget. Thus, the County's occupational tax revenues do not fund these countywide services.

In addition to county property taxes, if you live in the City of Louisville, you pay property taxes to the City. The estimated revenue from the City's property tax for the fiscal year ending June 30, 1998, is **\$43,010,000**. The types of services city residents receive from city government that are not provided by the county to unincorporated areas include a full-time Fire Department, waste collection and recycling, and street lights. The cost for these services are approximately **\$47,993,860**. To provide these services, the City does draw on its additional sources of revenue, including its occupational tax.

The City and County both impose a 1 1/4% occupational license fee on wages and net profits earned within their jurisdictions. The available City/County combined revenue from occupational license fees and

miscellaneous fees and income for these countywide services is around **\$251,706,880**. Over the years prior to and under the Compact, the City of Louisville and Jefferson County have together provided certain services to all residents of Jefferson County. Some of the services are handled purely by territorial distribution: in the City - the City provides it, outside of the City - the County provides it. Many services are handled by a joint operation funded by one or the other government under the current Compact or by joint funding under an agreed-upon percentage split.

The services financed by these funds include elected officials and their staffs, financial, personnel and legal support services in both governments, police & public safety, emergency medical services, disaster and emergency services, public works and code enforcement, parks, zoo, community relations and outreach, community development, housing, industrial and economic development, library, health care, land use planning, and environment planning and enforcement. The cost for these services from combined local tax and fee dollars are approximately **\$206,520,000**, excluding capital appropriations. With capital appropriations by both governments the total is **\$250,642,150**, virtually the same amount collected in occupational taxes and miscellaneous fees.

CONTINUATION OF JOINT AGENCY FUNDING RESPONSIBILITIES

I propose that the distribution of joint agency funding under the Compact continue. When the original Compact was negotiated, joint agency funding was a constant source of frustration and tension in both City and County government. Joint agencies were funded either on a 50-50 basis or by each government paying what it considered its "share" of the joint agency's operations. When taken as a whole, however, the City was funding 54% of the joint agencies' total budgets.

When the populations inside the City of Louisville and outside of its borders was roughly equal, funding of these joint agencies 54% City and 46% County was not such an unacceptable formula. However, when the 1980 Census showed that the population of the City had dropped to roughly 44% of the county's population, the equity of the funding formulas became questionable.

The Compact negotiations divided joint agencies into two groups. Tier One agencies were funded on roughly a 50-50 basis and included: Human Relations, Zoo, Museum (now Science Center), Disaster and Emergency Services, Planning and Zoning, Health Department (excluding the Portland Clinic, Rodent control and indigent health care under the Quality and Charity Care Trust (QCCT), Air Pollution Control and Crime Commission. Tier Two agencies were being funded on the basis of use, with each government responsible for its share, except for the Library, which was 50-50. These agencies included Metro Parks, Library, Purchasing, Flood protection and the Fire Communications Bureau.

The charts below show the population figures and funding percentages for these agencies before and after the Compact redistributions. As you know, the City took over Human Relations, the Zoo, the Science Center and DES and additional funding under the Quality and Charity Care Trust Agreement. The County took over Planning and Zoning, Health (except Portland Clinic and Rodent Control), Air Pollution and Crime Commission.

Under the Compact, the funding of Tier One agencies reflected the population split between the City and the County outside of the City. However, when funding for the Tier Two agencies is added in, the City continued to shoulder a higher percentage of joint agency funding.

1985-86 FISCAL YEAR (LAST YEAR BEFORE COMPACT)

	<u>CITY</u>	<u>COUNTY</u>
POPULATION SPLIT 1980 CENSUS	43.6%	56.4%
TIER ONE AGENCIES FUNDING	50.8%	49.2%
TIER TWO AGENCIES FUNDING	57.6%	42.4%
JOINT AGENCY FUNDING '85-'86	54%	46%

1986-87 FISCAL YEAR (FIRST YEAR OF COMPACT)

	<u>CITY</u>	<u>COUNTY</u>
TIER ONE AGENCIES	44.1%	55.9%
TIER TWO AGENCIES	58.5%	41.5%
JOINT AGENCY FUNDING '86-'87	51.2%	48.8%

It is interesting to note, that in the twelve years since the Compact, the funding for these Tier One agencies has increased by almost the exact same dollar amounts, thus maintaining the funding ratio of 44%-56%.

ADDITIONAL REDISTRIBUTION OF JOINT AGENCY FUNDING RESPONSIBILITIES.

I propose that additional joint agencies be assigned to either the City or the County to assume total funding and management responsibility. Of the agencies considered under Tier Two above, only the Library, Metro Parks and Purchasing Department are still joint. The Floodway Protection Unit went to MSD with the creation of the MSD Drainage District and the joint Fire Communications Bureau was dissolved a couple of years ago. Additional agencies which I have included for our consideration are Waterfront Development Corporation, Louisville/Jefferson County Redevelopment Authority (Naval Ordnance), and the Belle of Louisville. Since the Purchasing Department is funded by each government to the extent of its use, I propose that the joint Department be abolished and each government handles its purchasing separately. Because separating Purchasing has no funding implications for either government, I will not include it for purposes of showing funding levels. Also, while the figures below do not include the City's funding of the Portland Primary Care Clinic (funded now by the City but under the control of the Department of Health) I have included the Portland Clinic for transfer from the City to the county.

The 1997-98 Fiscal Year budgets show that the City will contribute \$16,475,270 toward the operations of these Tier Two agencies and the County will contribute \$10,795,900. The following chart compares the funding percentages of these agencies to the 1990 Census.

1997-98 FISCAL YEAR (YEAR OF RENEGOTIATION OF COMPACT)		
	<u>CITY</u>	<u>COUNTY</u>
POPULATION SPLIT 1990 CENSUS	40.5%	59.5%
TIER TWO AGENCIES	60.4%	39.6%

Even when credit is given to the County for the approximately \$4 million transferred to the City under the occupation tax redistribution this year, the City's share for these joint agencies does not reflect its population share.

	<u>CITY</u>	<u>COUNTY</u>
POPULATION SPLIT 1990 CENSUS	40.5%	59.5%
ADJUSTED BY TAX TRANSFER FROM COUNTY TO CITY	45.6%	54.4%

I propose that the following agencies become County funded agencies: Library, Belle of Louisville and Portland Primary Care Center. And that the following agencies become City funded agencies: Parks(excluding County Golf Courses), Waterfront, and Louisville Redevelopment Authority. (Please note that capital expenditures for these agencies are not part of the Compact reallocation. The City and the County will need to continue to fund the capital needs of all of these agencies as they see fit.)

The chart below reflects the result of the above mentioned reallocations:

1997-98 FISCAL YEAR (YEAR OF RENEGOTIATION OF COMPACT)		
	<u>CITY</u>	<u>COUNTY</u>
POPULATION SPLIT 1990 CENSUS	40.5%	59.5%
JOINT AGENCY FUNDING '97-'98	54.2%	45.8%
ADJUSTED BY OCCUPATIONAL TAX TRANSFER	45.6%	54.4
1998 COMPACT PROPOSAL	41.9%	58.1%

The actual appropriations made by these agencies in this up coming fiscal year and the assumed funding after the Compact redistribution follow:

1997-98 Fiscal Year appropriations:		City	County
Library	\$5,366,300	\$5,279,700	
Parks	10,509,770	4,917,000	
WDC	176,100	176,100	
LRA	200,000	200,000	
Belle	223,000	223,000	
Portland Clinic	1,443,030		
Totals	\$17,918,060		\$10,795,900

Appropriations after renegotiations of the Compact:

Library	-0-	\$10,646,000
Parks	\$15,426,770	-0-
WDC	352,200	-0-
LRA	400,000	-0-
BELLE	-0-	446,200
Portland Clinic	-0-	1,443,030
Totals	\$16,178,970	\$12,535,230

The anticipated increase to the County's joint agency funding would be approximately \$1,740,000.

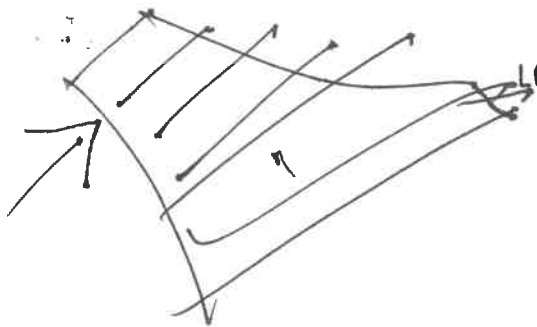
In determining which government should take lead responsibility for each of these agencies, I was reminded of the process Harvey and I followed when we negotiated the existing Compact over 12 years ago. Harvey and I agreed that either the City or the County could take any of the joint agencies and operate them more efficiently than they were being operated on a shared basis. We also agreed that citizens would have to be convinced by our actions that they could rely upon either government to continue to operate these agencies as "joint" agencies. We thought retaining the advisory or operating boards as joint boards would be critical in insuring the non-funding government that its interests would still be addressed by that agency. We asked the community to trust us to retain the responsiveness to citizen concerns even though county residents would need to rely on city funding and city residents on the county funding. After 12 years of experience, I believe those assumptions were correct. Both the City and the County have operated the joint agencies under their control mindful of the countywide mission they fund.

The proposed new division of joint agencies can result in the same success. All of these agencies currently have a County-wide mission with advisory or operating boards made up of citizens appointed by both the City and the County. Those boards would continue to guide the functions of these agencies even though only one government would fund them. The City's historic investment in the parks system and its current focus on recreation programs makes the shift of Metro Parks to the City very workable. Development of the downtown waterfront has become a major tool in the City's downtown revitalization strategy and development of the Naval

Ordnance facility as an inner-city industrial park has been a major objective of mine, so I would like to see the City continue to spearhead these efforts. The need to expand the Library System into the population centers of the unincorporated neighborhoods of the County, the historic relationship between the Belle and the County as well as the purchase of the Spirit by the County, and the integration of the Portland Clinic within the county's Health Department system of clinics make the move of these agencies to the County logical. But let me assure you, I believe now, as I believed 12 years ago, that either government can take responsibility for any agency and provide a quality countywide service to our citizens.

Finally, let me address the one joint agency that the Compact actually made a 50-50 funded operation - the Office of Economic Development. I do not propose any change to its funding or operation. The Office of Economic Development is the most visible symbol of the major success of the Compact, cooperation between the City and County in retaining and supporting the expansion of businesses in our community. Although, the recent reorganization of the Greater Louisville Economic Development Partnership and the Louisville Chamber of Commerce may result in a changed focus for the Office of Economic Development, I am confident that however the work is allocated, the interest of the City and County in supporting the work should remain a 50-50 operation.

Armstrong



LOUISVILLE-JEFFERSON COUNTY COMPACT

INTRODUCTION

Mayor-elect Jerry E. Abramson and County Judge/Executive-elect Harvey I. Sloane are proposing a package of legislative measures designed to end disruptive and unproductive City-County competition and launch a new era of City-County cooperation for growth. This package addresses the sharing of occupational tax revenue, annexation, and joint agencies.

These proposals are dramatic and far-reaching, in response to the unique situation that the City and County Governments of this community are facing in the years ahead. The impending significant decline in federal funding, the need for economic growth, and the increasing demands for government services all will require innovative and imaginative action by local governments. These proposals, if enacted by the 1986 Kentucky General Assembly, will enable the community to respond to the critical challenges facing our citizens.

This package is complex and delicately balanced. Each proposal is dependent on the other proposals for its effectiveness. No one element can be significantly changed or eliminated without jeopardizing the integrity of the whole package.

These proposals address a wide range of long-standing concerns in this community. If approved, these proposals will:

- Enable both City and County governments to cooperate in major economic development activities.

- Preserve the City of Louisville's ability to prosper.
- Give residents of the County's unincorporated areas a democratic say in their futures.
- Increase the effectiveness and responsiveness of City/County joint agencies.
- Put both fiscal responsibility and fiscal control for governmental services under the direction of elected, not appointed, officials.

The entire package is designed with a "sunset" date of 1998, or 12 years from now. At that time, the state legislature may choose to continue the arrangements proposed here, amend them or eliminate them. If any major part of the package is significantly altered by legislative action on or before 1998, then the entire agreement would dissolve.

These proposals have been hammered out in long negotiations between the Mayor-Elect and County Judge/Executive-Elect, taking into account all of the suggestions for change offered from various sectors and interests in the community. The package represents an attempt to put aside selfish interests and old animosities in favor of a dramatic solution to the serious divisions which afflict and threaten our local governments. While parties from all sides may argue that this or that part of the package is unfair to their positions, the package -- taken as a whole -- represents the best compromise that this community's two top elected officials can reach at this time.

OCCUPATIONAL TAX SHARING

The formula for sharing occupational taxes was designed to insure that, from the moment this plan is put into place, all future inflation and real tax growth will benefit both the City and the County. The economic development of the total community then becomes a joint concern, creating for the first time a real chance for major cooperative efforts.

The Mayor-elect and County Judge/Executive-elect are prepared, if this tax-sharing formula is adopted as part of this total package, to take two major steps:

(1) Create a joint Economic Development Office to serve both City and County governments, which will coordinate all government involvement in economic development for this community.

(2) Extend the City's Enterprise Zone into the County.

The formula for sharing occupational tax will be calculated by the Sinking Fund, using calendar year 1985 as the base year. The formula has three levels:

1. Starting Point or Base: Calendar year 1985 is used as the starting point, or base year, to avoid any major revenue shifts between governments in the first year of the formula. During this period, it is estimated that the combined City-County collections will be \$84,309,000. Of that amount, the City will receive 58.6% and the County 41.4%. In calendar year 1986 and in each year thereafter, the City and the County will continue to split this present tax base of \$84,309,000 in those same percentages.

2. Inflationary Growth: Inflationary growth will be shared 59.7% City and 40.3% County. This percentage share was derived by averaging

the split of City/County occupational taxes for the past three fiscal years. The three-year average was selected to provide a more accurate projection of inflationary impact than a single year measure. In 1986 and in each year thereafter, the City and County will split any inflationary growth above the base amount by this inflation formula.

3. New Growth: New growth will be shared on a 57.2% City and 42.8% County percentage, after 10% is retained by the government of the area experiencing the growth. This 10% allowance will help defray the cost of providing new support services to the growth area.

The new growth percentage share was derived by averaging the new growth percentage of City/County occupational taxes over the past five fiscal years. The five-year average was chosen to follow the five year approximate business cycle. In 1986 and in each year thereafter, the City and County will split any new growth above the base and inflationary levels by this new growth formula.

A detailed description of the formula is attached as table 1. Also attached are charts showing how the formula would work under three different scenarios: equal growth in occupational taxes in the City and County; more growth in the City; more growth in the County.

As with the two other major parts of this package, the formula for sharing occupational tax will be in effect for 12 years, after which it is subject to repeal, revision or reenactment by the General Assembly as part of the entire package.

ANNEXATION

Annexation has been a festering and divisive issue in this community for decades. It must be addressed as part of this legislative package

for the other reforms to work. And any agreement must be delicately balanced between the need for the City of Louisville to have continued access to a growing tax base, and the interests of residents in the unincorporated areas of the county who do not want to be annexed against their will.

The 95 smaller governments of Jefferson County, which have emerged in large part as protection against annexation by the City of Louisville, also must be considered. Their annexation powers must be limited along with those of Louisville's if any agreement is to work.

The complicating factor in changing state annexation laws is that the change cannot apply only to Jefferson County but must, according to the State Constitution, apply to cities in all Counties of the Commonwealth. Obviously, the concern here is only for annexation reform that affects Jefferson County and its cities. So, this proposal is designed to minimize as much as possible the impact of these annexation changes on other cities in Kentucky.

The proposed changes in the state's annexation laws are as follows:

1. Annexations by cities of the First Class (Louisville) would be subject to a referendum by the people in the area to be annexed, as is currently the law for all other cities. But, in order to pass, the annexation by a 1st-class city would require a 51% positive vote of those voting. The current annexation law for first-class cities does not require any vote by affected residents.

2. Any city which first initiates an annexation proposal would have priority over a 12-year period for annexing that territory. No other city could annex that area, and no other city could be incorporated in that area while the annexation initiative is pending.

Kentucky is the only state that does not now have a similar provision in its annexation law.

The effect in Jefferson County of this statutory change would be to freeze the current boundaries of all cities in the county for 12 years, unless 51% of the voters of an area proposed for annexation voluntarily agreed to be annexed. The City of Louisville already has introduced annexation ordinances for the entire unincorporated area of Jefferson County, so Louisville would have first priority to annex for the next 12 years. If Louisville lost an annexation election during this period, that territory would be open to annexation or incorporation by other cities.

The one exception is the territory currently in litigation which Shively proposed to annex. This would remain unincorporated until Shively lost the lawsuit or withdrew its annexation proposal. Then it would come under the boundary freeze described above since the City of Louisville's annexation initiative would then take precedence.

Annexation ordinances pending at the time this package is passed could not be altered. If they were altered, the city initiating annexation would lose its priority on the altered ordinances.

Like the two other major parts of this legislative package, the annexation proposal will "sunset" in 12 years unless the state legislature votes to continue it. Any major changes in this annexation provision on or before 1998 will render unworkable the joint agency and tax-sharing portions of this agreement.

JOINT AGENCIES

The current system of joint city/county agencies, responsible to both City and County governments, has been widely acknowledged as unsatisfactory by government officials, agency board members and staff. The basic problem is the difficulty of an agency having to answer to two different "masters" for its budget and policy direction. The result too often has been confusion over goals and objectives, and uncertainty about funding commitments from one or the other government.

The problem from the governments' point of view has been that, with joint funding, neither government has direct fiscal or policy control over the decisions made by these agencies -- decisions which involve spending taxpayers' money and directly affecting the lives of this community's citizens. This need for direct accountability becomes even more critical when local governments must continue efficient, cost-effective service while coping with the major revenue losses that loom on the horizon.

To address these problems, the following changes are proposed:

1. Eight agencies now funded jointly by City and County Government would be reassigned to report directly to either City or County Government, with that government assuming both funding responsibility and fiscal control for that agency.

The agencies and their proposed new assignments are:

Air Pollution Control District	County
Board Of Health	County
Crime Commission	County
Disaster and Emergency Services	City
Human Relations Commission	City
* Louisville Museum of History and Science	City
Planning Commission	County
Zoological Commission	City

Of the eight agencies affected, those which perform a regulatory or quasi-judicial function would continue to have members appointed by the Mayor and County Judge/Executive and, as now, approved by the Aldermen and Fiscal Court. These are Air Pollution Control Board, Board of Health, Human Relations Commission and Planning Commission.

Administrative responsibility for the existing staffs of these eight agencies would reside in either city or county government. The executive directors of these agencies would be appointed by either the Mayor or County Judge. Statute and ordinance amendments necessary to effect these changes would be pursued with the respective board or commission to ensure they are able to perform their legal duties efficiently. Table 2 details these changes.

2. The members of all boards and commissions would serve at the pleasure of either the Mayor or the County Judge.

The purpose of this change is to increase the accountability of all board and commission members to the elected representatives of the citizens of this community. The current situation is ambiguous and

* The contractual arrangement now in effect with the non-profit agency would be continued in the City.

uneven. For some boards, there is no specific provision on removal of board members. For others, members can be removed only for cause.

3. Other joint agencies not reassigned to City or County government would be affected by this proposal in the following ways:

- Metropolitan Sewer District and Transit Authority of River City: Board members serve at the pleasure of the Mayor or the County Judge. The boards would appoint their executive directors with the joint approval of the Mayor and County Judge.

- Metropolitan Parks and Recreation: would become a joint department of City and County government. Board members would advisory and as now serve at the pleasure of the Mayor and County Judge. Executive director would be jointly appointed by the Mayor and County Judge, but could be removed by either the Mayor or County Judge. This organizational arrangement is similar to that now in place for the City-County Disaster and Emergency Services.

- Louisville Free Public Library: decisions about this Board will be made after January 1, 1986, pending the outcome of a vote on establishing a library taxing district.

- Floodwall and City/County Purchasing: The organization of these services would not be changed by this proposal.

4. Agencies now reporting directly to the Mayor or County Judge/Executive would be affected by this proposal in two ways:

- Their Board members would serve at the pleasure of the Mayor or County Judge

- Their executive directors would be appointed by and serve at the pleasure of the Mayor or County Judge

Appointment by Mayor

Housing Authority of Louisville
Landmarks Commission
Minority Venture Capital Corp.
Otter Creek Park

Appointment by County
Judge/Executive

Housing Authority of Jefferson County
Riverport Authority

5. The City, County and State, recognizing the unique impact of some agencies on economic development, would cooperate to convert or continue three boards as three-party arrangements:

- The Louisville-Jefferson County Regional Airport Authority
- The Louisville-Jefferson County Visitors and Convention Bureau
- The Waterfront Development Corporation

6. The changes made in joint agency funding will include an equal contribution from the City and County to the Quality and Charity Care Trust, which provides funding for indigent care at Humana Hospital University.

The effect of all of these changes will be to transfer approximately \$1 million in current overall agency funding support from the City to the County. County Government's assumption of this additional expense of ongoing funding for agency operation is part of the compensation to City Government for curbing its current annexation powers. Table 3 details these changes.

As with the two other major parts of this package, this section applying to joint agencies would be in effect for 12 years. If at that time, the Kentucky General Assembly voted to continue this entire package then these joint agency arrangements would also continue. If any major part of the package is significantly altered on or before the 12-year "sunset" review, then the entire package would be invalid.

TABLE 1

City-County Agreement
Occupational Tax Sharing Formula

I. NOTES

- 1) In calendar year 1985, combined City-County occupational tax collections will be an estimated \$84,309,000 = \$49,404,000 City + \$34,905,000 County.
- 2) In calendar year 1985 the City's share of combined collections will be an estimated 58.6 percent.
- 3) In calendar year 1985 the County's share of combined collections will be an estimated 41.4 percent.

II. TAX SHARING FORMULA

°In calendar year 1986 and in each year thereafter, the Sinking Fund shall calculate a reference figure which shall be used to allocate combined tax collections. This reference figure shall be called the "combined inflation-adjusted base." The Sinking Fund shall calculate this figure by increasing the 1985 base figure (\$84,309,000) by CPI inflation.

°Case A: Actual Decline in Combined City-County Collections

In calendar year 1986 and in each year thereafter, if combined City-County collections are less than or equal to \$84,309,000, then combined collections shall be split 58.6% City/41.4% County.

°Case B: No Real Growth in Combined City-County Collections

In calendar year 1986 and in each year thereafter, if combined City-County collections are greater than \$84,309,000 but less than or equal to the combined inflation-adjusted base, then combined collections shall be split as follows:

- a) the City shall receive \$49,404,000 and the County shall receive \$34,905,000,
- b) any collections over and above \$84,309,000 = \$49,404,000 + \$34,905,000 shall be split 59.7% City/40.3% County.

°Case C: Positive Real Growth in Combined City-County Collections:

In calendar year 1986 and in each year thereafter, if combined City-County collections exceed the combined inflation-adjusted base, then:

- a) the City shall receive \$49,404,000 and the County shall receive \$34,905,000,
- b) the inflationary growth shall be split 59.7% City/40.3% County,
- c) the real growth shall be split as follows:
 - i) 10% of real growth shall go to the jurisdiction in which the real growth occurs,
 - ii) the remaining 90% of real growth shall be split 57.2% City/42.8% County.

III. DEFINITIONS

- 1) In the above formula, the term "inflationary growth" is defined as "the combined inflation-adjusted base" minus the 1985 base of \$84,309,000.
- 2) The term "real growth" is defined as "combined collections" minus "the combined inflation-adjusted base."
- 3) The term "collections" is the sum total of employee withholdings, individual fees, and net profits fees.
- 4) CPI inflation is measured by changes in the Consumer Price Index for all urban consumers, which is published by the U.S. Bureau of Labor Statistics.

SCENARIO A - EQUAL GROWTH

TABLE 1A
PROJECTED OCCUPATIONAL TAX ALLOCATIONS:
CITY AND COUNTY

- Assumptions: 1) 5.0% Inflation
2) 5.0% Growth Rate for City Tax Collections
3) 5.0% Growth Rate for County Tax Collections.

Calendar Year	Existing Allocation Formula			Formula Under City-County Agreement			Projected From County To City Redistribution
	City	County	Total	City	County	Total	
1985 Base	\$ 49,404,000	\$ 34,905,000	\$ 84,309,000	-	-	-	\$
1986	51,874,200	36,650,250	88,524,450	51,920,624	36,603,826	88,524,450	46,424
1987	54,467,910	38,482,763	92,950,673	54,563,079	38,387,594	92,950,673	95,169
1988	57,191,306	40,406,901	97,598,207	57,337,657	40,260,550	97,598,207	146,351
1989	60,050,871	42,427,246	102,478,117	60,250,963	42,227,154	102,478,117	200,092
1990	63,053,414	44,548,608	107,602,022	63,309,934	44,292,088	107,602,022	256,520
1991	66,206,085	46,776,038	112,982,123	66,521,854	46,460,269	112,982,123	315,769
1992	69,516,389	49,114,840	118,631,229	69,894,371	48,736,858	118,631,229	377,982
1993	72,992,209	51,570,582	124,562,791	73,435,513	51,127,278	124,562,791	443,304
1994	76,641,819	54,149,111	130,790,930	77,153,712	53,637,218	130,790,930	511,893
1995	80,473,910	56,856,567	137,330,477	81,057,822	56,272,655	137,330,477	583,912
1996	84,497,606	59,699,395	144,197,001	85,157,137	59,039,864	144,197,001	659,531
1997	88,722,486	62,684,365	151,406,851	89,461,417	61,945,434	151,406,851	738,931
1998	93,158,610	65,818,583	158,977,193	93,980,911	64,996,282	158,977,193	822,301

SCENARIO B - MORE CITY GROWTH

TABLE 1B
PROJECTED OCCUPATIONAL TAX ALLOCATIONS:
CITY AND COUNTY

- Assumptions:
- 1) 5.0% Inflation
 - 2) Growth Rate for City Tax Collections:
5.0% Inflationary Growth Plus 1.0% Real Growth.
 - 3) Growth Rate for County Tax Collections:
5.0% Inflationary Growth With No Real Growth.

Tax Sharing Formula: 10% of Real Growth Remains in the City.

Calendar Year	Existing Allocation Formula			Formula Under City-County Agreement			Projected From City To County Redistribution
	City	County	Total	City	County	Total	
1985 base	\$ 49,404,000	\$ 34,905,000	\$ 84,309,000	-	-	-	
1986	52,368,240	36,650,250	89,018,490	\$ 52,224,360	\$ 36,794,130	\$ 89,018,490	\$ 143,880
1987	55,510,334	38,482,763	93,993,097	55,203,961	38,789,136	93,993,097	306,373
1988	58,840,954	40,406,901	99,247,855	58,351,861	40,895,994	99,247,855	489,093
1989	62,371,412	42,427,246	104,798,658	61,677,632	43,121,026	104,798,658	693,780
1990	66,113,696	44,548,608	110,662,304	65,191,395	45,470,909	110,662,304	922,301
1991	70,080,518	46,776,038	116,856,556	68,903,855	47,952,701	116,856,556	1,176,663
1992	74,285,349	49,114,840	123,400,189	72,826,328	50,573,861	123,400,189	1,459,021
1993	78,742,470	51,570,582	130,313,052	76,970,773	53,342,279	130,313,052	1,771,697
1994	83,467,018	54,149,111	137,616,129	81,349,844	56,266,285	137,616,129	2,117,174
1995	88,475,040	56,856,567	145,331,607	85,976,917	59,354,690	145,331,607	2,498,123
1996	93,783,542	59,699,395	153,482,937	90,866,130	62,616,807	153,482,937	2,917,412
1997	99,410,554	62,684,365	162,094,919	96,032,441	66,062,478	162,094,919	3,378,113
1998	105,375,188	65,818,583	171,193,771	101,491,663	69,702,108	171,193,771	3,883,525

SCENARIO C - MORE COUNTY GROWTH

TABLE 1C
PROJECTED OCCUPATIONAL TAX ALLOCATIONS:
CITY AND COUNTY

- Assumptions: 1) 5.0% Inflation
2) Growth Rate for City Tax Collections:
5.0% Inflationary Growth With No Real Growth.
3) Growth Rate for County Tax Collections:
5.0% Inflationary Growth Plus 1.0% Real Growth.

Tax Sharing Formula: 10% of Real Growth Remains in the County.

Calendar Year	Existing Allocation Formula			Formula Under City-County Agreement			Projected Redistribution From County To City
	City	County	Total	City	County	Total	
1985 base	\$ 49,404,000	\$ 34,905,000	\$ 84,309,000	-	-	-	\$ 226,115
1986	51,874,200	36,999,300	88,873,500	\$ 52,100,315	\$ 36,773,185	\$ 88,873,500	474,317
1987	54,467,910	39,219,258	93,687,168	54,942,227	38,744,941	93,687,168	746,357
1988	57,191,306	41,572,413	98,763,719	57,937,663	40,826,056	98,763,719	1,044,113
1989	60,050,871	44,066,758	104,117,629	61,094,984	43,022,645	104,117,629	1,369,598
1990	63,053,414	46,710,764	109,764,178	64,423,012	45,341,166	109,764,178	1,724,968
1991	66,206,085	49,513,410	115,719,495	67,931,053	47,788,442	115,719,495	2,112,536
1992	69,516,389	52,484,214	122,000,603	71,628,925	50,371,678	122,000,603	2,534,774
1993	72,992,209	55,633,267	128,625,476	75,526,983	53,098,493	128,625,476	2,994,337
1994	76,641,819	58,971,263	135,613,082	79,636,156	55,976,926	135,613,082	3,494,062
1995	80,473,910	62,509,539	142,983,449	83,967,972	59,015,477	142,983,449	4,036,988
1996	84,497,606	66,260,111	150,757,717	88,534,594	62,223,123	150,757,717	4,626,368
1997	88,722,486	70,235,718	158,958,204	93,348,854	65,609,350	158,958,204	5,265,683
1998	93,158,610	74,449,861	167,608,471	98,424,293	69,184,178	167,608,471	

TABLE 2
PROPOSED AGENCY REASSIGNMENTS

Eight agencies now funded jointly by City and County Government would be reassigned to report directly to either City or County Government, with that government assuming both funding responsibility and fiscal control for that agency.

Members of these agency boards would be appointed by the Mayor or County/Judge Executive, and, as now, approved by the Board of Aldermen or Fiscal Court. They would serve at the pleasure of the Mayor and/or County/Judge Executive, and the agency executive directors would be appointed by either the Mayor and/or County Judge.

These agencies would become departments or be assigned to existing departments in City or County Government.

The agencies and their proposed new assignments are:

Air Pollution Control District	County
Board of Health	County
Crime Commission	County
Disaster and Emergency Services	City
Human Relations Commission	City
Louisville Museum of History and Science	City
Planning Commission	County
Zoological Commission	City

Human Relations Commission: - Members of the Human Relations Commission would continue to be appointed by both the Mayor and County Judge/Executive, to serve as a hearing board for allegations of

individual acts of discrimination, and to give the elected officials guidance on community-wide human relations issues.

Planning Commission: - Members of the Planning Commission would continue to be appointed by both the Mayor and County Judge/Executive. They would continue as provided by statute to make recommendations on zoning requests and issues. Two Boards of Zoning Adjustment would be created to serve the City and the County with staff support from County government.

Disaster and Emergency Services: - The jointly-operated Disaster and Emergency Services would become a City responsibility with County-wide jurisdiction. The director and staff would serve at the pleasure of the Mayor. No advisory board would be necessary.

Crime Commission: - The Crime Commission would become a responsibility of County Government with the Board serving as an advisory board to the County/Judge Executive. Whereas almost all present appointees serve by virtue of their office, very little adjustment would be needed on appointments unless the County Judge wanted to change them. The Chair would be appointed by the County Judge.

Board of Health: - Members of the Board of Health would continue to be appointed by joint agreement of the Mayor and County Judge/Executive.

The City of Louisville would continue to provide full funding for Louisville Memorial Primary Care Center and for City Rodent Control. The proposal reflects assumption by the County of full funding responsibility for Health Department general operations and the Visiting Nurses' Association.

Health regulations would continue to be issued by the Board, and the Board would serve in an advisory capacity to the County Judge/Executive on the operation of the Department of Health.

Zoological Commission: - The Zoo would become a responsibility of City Government and all assets of the Zoo being held by the Zoological Commission on behalf of City and County Government would become assets of the City.

Air Pollution Control District: - Members of the Air Pollution Control District board would continue to be appointed by the Mayor and County Judge/Executive. However, to reflect the county's new role as full funding agency for this agency, the county would have four appointments and the city three on the Board. This is a reverse of the current situation, which is three/county and four/city.

The duties and powers of the Air Pollution board and its Air Pollution Control Officer, granted under state statute, would not be changed.

Louisville Museum of History and Science: - The existing agreement between the City, County and the Museum Board would be taken over by the City.

DECLINED
DEC 21 1960

LOUISVILLE METROPOLITAN COUNTY
PLANNING DEPARTMENT

Compact H
File

LOUISVILLE AND JEFFERSON COUNTY COOPERATIVE COMPACT

Background

No account of the Compact would be complete without acknowledgment of the unique and capital importance of the election of then-Mayor Harvey Sloane as County Judge in 1985. Sloane, twice elected mayor by the largest majority in any contested election for that office, was elected by the largest majority ever recorded in a race for County Judge/Executive. It would be difficult to over-emphasize the contribution the electoral goodwill enjoyed by one man made to the development and final form of the Compact. But, in a sense, this very strength is also a weakness since, absent Sloane, some of the intricate rationale for the Compact's may appear less than compelling.

The Compact, of course, grew out of a long history of City/County conflict and negotiation, stretching back at least to the 1930s. Early in the 1940s, the first explicit "joint agency" arrangements were made (on a comparatively small scale) between the Wyatt City and Beauchamp County administrations. After the County and City doubled their revenue bases through imposition of the occupational tax in the 1950s, the Cowger/Schmeid City and Cook County administrations initiated an optimistic "metro government movement" through rapid proliferation of joint agencies. The occupational tax and the joint agency expansion, however, had a tendency to tie the two community governments

together like Siamese twins -- each depending on the other, but each equally striving to achieve an individual identity, even at the risk of harming the other.

The 1970s proved to be the moment of identity crisis. First, in 1970, the City's population was marked down from the previous decennial census for the first time ever, giving rise to the (only half-true) impression that the City was declining as an institution. Second, the crisis in the separate City and County school systems, caused by the need to desegregate efficiently, and resulting in merger, created a negative "paradigm" of City/County interests -- a paradigm replete with negative "lessons" for future discussion of City/County issues. Finally, by 1980, when it appeared that the entire County's population and industry were stagnating for the first time ever, both the City and the County were moved to become defensive about their respective revenue bases.

Mainly under the spur of extended (media and business) impetus, first the County (under McConnell) and later the City (under Sloane), began to reach for "grand solutions" to the increasingly bitter and divisive impasse between City and County over revenue and joint agency funding.

The first "grand solution", the "GO-Bill" authorized consolidation efforts of 1982 and 1983, offered urban county government in a form which left virtually everything governmental (including small cities) in place, eliminating only the City of Louisville, but not its revenue base (except for the personal property-tax and the insurance premium surcharge.) Many factors

contributed to consolidated government's narrow rejection by the voters, but the two most important factors were elimination of the largest, but not the smaller cities, and the lack of any positive tangible benefit that could be argued to derive from this form of merger. Indeed, the 1982 effort which failed by only 1,000 votes, was an avowed "negative" coalition, touting elimination of the threat of annexation by Louisville, no change in service levels, and no increase (or even a reduction in some) taxes. Opponents were better prepared for the 1983 effort, obtaining costly changes in the proposed charter, then attacking it as an inevitable "Trojan Horse" for higher general taxes. It should not be ignored, moreover, that the 1982 and 1983 efforts were subordinated rather mercilessly to the personal political timetables of the sitting Mayor and County Judge -- a subordination which, perhaps, denied the time that would have been necessary to prepare and win a majority for a more positive offering.

The failure of the consolidation efforts had the effect of intensifying and crystallizing the issues of City/County conflict. In 1984, the City declared its interest (without Sloane's support) to annex the entire unincorporated County; new small cities began to pop up in answer to the threat from Louisville, and older ones renewed annexation programs of their own. The County, unexpectedly faced with two changes of administration in one year, left formulation of its position to the County Attorney (soon to be defeated in his bid for County Judge) and the Fiscal Court Commissioners (two of whom

commissioned studies on "tax-base sharing" and joint funding formulas.

In effect, the big change of 1984-85 was crystallization of City of Louisville and suburban views on "solutions," accompanied by a sudden, new ambiguity on the part of the County. Aldermanic President Mike Carrell formulated the City's terms: a \$1,000,000 shift from City to County of joint agency funding responsibilities coupled with a formula guaranteeing Louisville a share of the County's occupational tax revenue growth, in exchange for a commitment by the City to drop its wholesale annexation efforts. Equally clear was the suburban and small city formula: stop all Louisville annexation, whatever the cost. The County fiddled -- one day bristling with legal arguments (which it knew were weak) against the City's demands; the next day proposing sweeping, complex revenue-sharing and joint agency funding relations.

What concentrated the discussion, in the months before Sloane's election as County Judge, was the Jefferson County Legislative Delegation's resolve to impose a "solution" in the 1986 General Assembly, if the City and County failed to reach a resolution. The proposed solution was the "O'Brien Bill," which simply would have required a population-based formula for funding the existing joint agencies, frozen the existing City/County shares of occupational tax, and forbidden annexation by the City of Louisville. (Incidentally, it has been calculated that this solution would have been \$1,000,000 to \$2,000,000 more costly to the County annually than the ultimate formula negotiated in the

Compact.) In the fall of 1985, this was the face of the future: Nobody was arguing a "County" solution to the problem of divided government in the community, and a substantial de facto agreement on a solution existed among the City of Louisville, suburbanites, the legislative delegation, business, and the editorialists. The County was going to have to pay for a solution.

PROS

1. The first "pro" then is that the Compact was better than any other available solution. The Compact costs the County less than the O'Brien Bill. It was negotiated by a newly-elected County Judge who would have to live for four years with its consequences. It was an exercise in "home-rule," not a state-imposed regime. It divided joint agencies between the City and County, increasing accountability of public agencies as well as shifting the stipulated \$1,000,000 in funding responsibility from City to County. It stopped the "cannibalization" of the unincorporated County by both Louisville and the small cities' annexation programs. It provided for a joint City/County economic development operation, establishing a basis for a united community marketing effort. And, perhaps most important, for all of the foregoing reasons, it appeared to be a real, pragmatic solution without ostensible "winners" or "losers."

2. The City lost any institutional reason to fear the natural process of its own population thinning or the complimentary commercial and industrial development of the County.
3. Both the City and County were secured in their base-year (1985) revenue, protecting the City against erosion and the County against up-front loss.
4. The County was able to consolidate in one administrative organization the agencies central to the whole community's growth: Air Pollution Control and Planning and Zoning. Additionally, County administration finally put the Planning Commission on a solid fiscal basis for the first time. For the future this coordination of planning and a key environmental control by one community-wide government will have a substantial potential for sound development policy.
5. The County was challenged to devise a coherent and comprehensive health services plan for the people of the whole community. (There is, of course, a related "con").
6. The Compact contributed in 1986 a basis for City/County agreement to the visionary Waterfront/Riverport development plans which promise to optimize river-related land use and to renew the community's use of its original transportation infrastructure -- the Ohio River.
7. Because of its revenue-sharing provisions and the precedent they created, the Compact permitted and encouraged the City and County to collaborate on the Airport Improvement Project (sharing future revenues on a 50/50 basis, although most of the increased property value and jobs will be in the City),

and the County to proceed with the Orange Drive Urban Renewal Project, even though most of the UPS job growth is occurring in the City.

8. The Compact increased the accountability of almost all joint boards and commissions to elected leaders -- not just those agencies which were assigned sole City/County funding. Thus, the Air Board and MSD have shed much of their former autonomy and become closer partners with City and County. MSD, with the help of its new fee schedule, for example, relieved City and County of as much as \$4,000,000 in annual cost (combined) and did so while actively addressing long-neglected environmental problems.
9. Perhaps most important, the Compact removed City/County conflicts, a staple of the previous four decades, from the public agenda.

"CONS"

1. Perhaps because of the peculiar history of its origins, a major flaw of the Compact is that it is too narrowly focused -- on just two of the more than 100 local governing bodies in the region. It is also too narrowly focused in that its joint agency funding provisions apply only to those services that were funded 50/50 by City and County in 1985. The County, in particular, has a long-range interest in a broadening of the Compact to include provisions for revenue-sharing or redistribution between itself and the

scores of small cities outside Louisville. Furthermore, the Compact failed to recognize or address the large interest Louisville and the other cities have in two major, and increasingly costly community-wide services which the County alone provides -- Corrections and Human Services. The Compact treated the cities' (particular Louisville's) abdication from responsibility for these services in the 1970s as a fait accompli, requiring no redress.

Another matter, of increasing importance, is the Louisville Water Company, which the Compact ignored. If the Compact philosophy requires the sharing of resources and their re-direction toward goals of community-wide development, the Compact itself should provide for a re-direction of the Water Company's activities and, perhaps a redistribution of its resources.

2. Although economic development operations were merged and the Compact provided a funding formula (50/50) to support them, no similar agreement was reached on economic development capital investment. The rationale for government investment in economic development is that, with the Compact, growth benefits both City and County governments, according to a pre-agreed formula, no matter where growth occurs. Yet investment decisions continue to be made on an ad hoc basis -- with many projects in the City funded on a 50/50 basis by City and County, and most projects outside the City funded 100% by the County. There are two possible solutions to this problem: Either

develop a new formula for government investment in capital projects, wherever they may be located, or recognize a division of labor, with the City funding 100% of projects within its limits and the County funding 100% of projects outside the City. The latter is probably the more practical solution.

3. Again, because of its history and the practical issues involved in negotiating it, the Compact left two major community-wide services -- Parks and the Library -- in a kind of organizational limbo. These services require direction by leaders who have a "total community" focus, but they remain at the mercy of the old City/County tug-of-war that most of the other joint agencies escaped. This problem is most acute for the Library. It is difficult to conceive, at present, a potential solution to this problem.
4. The timing of the Compact turned out to be extremely bad -- for reasons largely unforeseen and, in any event, beyond the control of the City and County. The loss of revenue sharing affected both governments, but it has caused a particularly acute, and chronic, squeeze in the County. Compounding this problem is the explosion of the jail population between 1986 and 1990, which more than doubled the County's Correction population and its Correction budget. Third, the County's assumption of sole responsibility for the Health Department coincided with a changing of the guard and the philosophy of its management and with regional and national pressures for government to supply a safety net in the costly service of

primary care. The Compact did not create any of these problems, but it had the effect (real and perceived) of providing the city with critical fiscal relief at the very moment the County was entering a prolonged period of fiscal distress. Here, the problem is one of perception which, it is to be hoped, will be dispelled as the County recovers fiscal energy in the 1990s.

5. Because it breaks the natural growth of County revenue, the Compact stymies the efforts of the 1960s and 1970s to enable the County to pursue a "suburban mission." To a degree, these earlier efforts of the Cook and Hollenbach administrations to expand the County's municipal-type services outside the City were a cause of the resentment and conflict that brought the Compact into being in the 1980s. Again, to a degree, the purpose of the Compact was to re-direct the community's public resources toward the center. This re-direction has never been widely debated, but it promises to be a major issue, later in the 1990s, when even a fiscally energetic County Government is unlikely to be able to expand the municipal-type services that a growing community requires.
6. More broadly, the Compact does not provide the community with the single public forum and focus of accountability it increasingly requires. Because it dramatically reduces City/County conflict, it may discourage efforts to unify local government. Some would argue "if it ain't broke, don't fix it," but we may find that the Compact has done

little more than freeze 1985's problems until 1998, by which time the City will be smaller (in population) and the County poorer than they would have been without the Compact.

7. Related to "cons" #5 and #6 is the absence in the Compact of a tangible measure of goals and objectives and the absence of a procedure for periodic review and adjustment of its provisions as their effects become clearer. The Compact was built on the assumption that the elimination of City/County conflict was a sufficient goal. But, already, the community has forgotten the history of conflict (largely because of the Compact) and has moved on to other concerns (in part, because the conflict should never have existed in the first place). Furthermore, the selection of a twelve-year duration for the Compact cuts against the grain of the political reality that administration can change every four years, and that when they do change it is often because the voters want a change in emphasis. Although it is doubtful that voters sought such a change in 1989, it is likely that they will in the 1990s (whether the person elected to office changes or not). The Compact should set quantifiable objectives for revenue redistribution and cost-shifting between City and County, and should be subject to review and adjustment by agreement of the parties at least once every four years, following the elections of Mayor and County Judge.

RECEIVED

AUG 12 1997

OFFICE OF THE
COUNTY JUDGE/EXECUTIVE

Copies: BT

CB

AJS

File

8/13/97

August 10, 1997

Judge Executive David Armstrong
Jefferson County Courthouse
Louisville KY 40202

Dear Mr. Armstrong,

I applaud your proposal to merge the city and county police departments as part of the renegotiation of the City-County Compact. The merger will provide better coverage for the entire city and county, in my opinion. I hope the turf issues can be resolved to the satisfaction of both police lodges.

I believe also that there can be some sort of resolution in the annexation issue. I base this on the Barbourmeade example. I don't see any way that the City of Louisville can provide any services to the neighborhood that wants to become part of the City of Barbourmeade. Barbourmeade can provide services to this area. At the same time, I cannot see allowing just any annexation at any location. Is there some way a set of criteria can be developed, agreeable to city and county, small cities and nearby residents, that would allow annexation under a certain set of circumstances? I believe this would be fair to all parties concerned - residents and governmental units.

Thank you for your time, and for considering my ideas.

Sincerely,

Theresa

Theresa Stanley



JEFFERSON COUNTY, KENTUCKY
OFFICE OF THE COUNTY JUDGE/EXECUTIVE

DAVID L. ARMSTRONG
County Judge/Executive

Jefferson County
Courthouse
Louisville, KY 40202
(502) 574-6161

August 20, 1997

Chief Leonard Heydt
Harrods Creek Fire District
8905 U. S. Highway 42
Prospect, KY 40059

Dear Chief Heydt:

I welcome your views and stance on the City and County police departments merger. As you know, we are jointly working on implementing a plan that will provide a better and safer community to live.

Again, thank you for your comments, and with warm personal regards, I remain

Sincerely,

David L. Armstrong
Jefferson County Judge/Executive

DLA:kcb

**As President Clinton said to me
over a corn dog yesterday...**

*Karen -
Do thank you to
Chief Heydt - Place
his file in computer file*

839643 ©/RPP, Inc.

CC: BT
LB

RECEIVED

AUG 11 1997

OFFICE OF THE
COUNTY JUDGE/EXECUTIVE

AUGUST 9, 1997

HONORABLE DAVID L. ARMSTRONG
JEFFERSON COUNTY JUDGE / EXECUTIVE
JEFFERSON COUNTY COURTHOUSE
LOUISVILLE, KENTUCKY 40202

Dear Judge Armstrong,

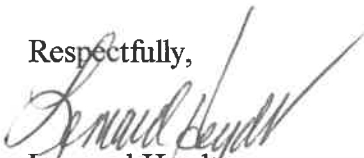
I read with interest the article in this morning's paper regarding the plan to merge the City and County police departments. I feel strangely compelled to offer a bit of advice.

As you probably recall I was a member of the politically torpedoed Government Reorganization Committee. In that capacity I served on the Police, Fire and EMS subcommittee. The merger of City and County police was a hot topic at that time particularly among the police officers on the committee.

It was painfully evident in the committee meetings that the idea would become bogged down with details that both FOP organizations would want to see before they would agree to any merger. Avoid this problem. Agree with the City administration on an implementation date and then charge the two Chiefs with the responsibility of creating a plan that they believe will be in the best interests of the community. Set interim reporting dates but allow the changes and merger to come from within. This will allow time for change to be developed as a team effort with all interests represented. In other words don't get bogged down with the details. Have the government leaders agree that it will happen and when it will happen and let the police professionals handle the details.

I realize that you probably have already considered this but I felt I should report the inside feeling from the subcommittee that studied the issue.

Respectfully,


Leonard Heydt

RECEIVED

AUG 19 1997

OFFICE OF THE
COUNTY JUDGE/EXECUTIVE

Baylor Landrum, Jr.
3729 Fairway Lane
Louisville, Ky. 40207-1414
502-895-2087

*Compact
file*

August 16, 1997

County Judge/Executive David Armstrong
Jefferson County Fiscal Court

Dear David:

Your willingness to step up and endorse the merger of our 2 large police departments certainly has my admiration, as you can imagine. But I want to thank you sincerely for another example of your principled leadership.

Every community effort with which I have been associated over the past half century, which has concerned itself with the efficiency of local government, has urged such a logical step. What a shame that the main objections have come from those with personal, sometimes selfish, stakes in the issue.

Please keep the pressure on. My own time and resources, such as may be appropriate, are at your disposal.

Baylor

The Filson Historical Society

cc: BT, LB, JY
RECEIVED

AUG 20 1997



8/21/97
AS
file Compact

OFFICE OF THE
COUNTY JUDGE/EXECUTIVE

**OFFICE OF THE COUNTY COMMISSIONER
JEFFERSON COUNTY, KENTUCKY**

RUSS MAPLE

"A" District Commissioner

527 W. Jefferson Street
Louisville, Kentucky 40202
(502) 574-5754
FAX (502) 574-6882

August 18, 1997

The Honorable David L. Armstrong
Jefferson County Judge/Executive
527 West Jefferson Street
Louisville, KY 40202

Dear Judge Armstrong,

I am forwarding to your attention, a copy of a letter recently received by my office regarding the renegotiation of the City/County Compact. It was the intention of the Jefferson County Fiscal Court, with the adoption of Resolution Number 48, Series 1996, to have a designated member of the Jefferson County League of Cities act as an ex-officio participant in that negotiation process. I understand through other correspondence received that this process has begun and would like to draw your attention to the above referenced resolution.

The League of Cities has chosen Mrs. Faye Ellerkamp to act as their representative in these negotiations. The League of Cities and Mrs. Ellerkamp represent a very important constituency in our community. A constituency that will be dramatically affected by this negotiation process and one I feel deserves a voice.

Mrs. Ellerkamp has many years of experience in the field of local government and I feel strongly that she will add an important perspective to these negotiations. I appreciate your attention to this request, and I hope you will keep me informed of your response to the Jefferson County League of Cities. If you would like to discuss this further please call me at 574-5813.

Sincerely,

Russ Maple
'A' District Commissioner

RESOLUTION NO. 48 SERIES 1996

A RESOLUTION REQUESTING THE JEFFERSON COUNTY JUDGE/EXECUTIVE TO INVITE THE JEFFERSON COUNTY LEAGUE OF CITIES' REPRESENTATIVE TO SERVE EX-OFFICIO THROUGHOUT THE PROCESS OF NEGOTIATIONS ON THE RENEWAL OF THE COOPERATIVE COMPACT OF 1986 BETWEEN THE CITY OF LOUISVILLE AND JEFFERSON COUNTY

WHEREAS, the Compact has facilitated an effective operation and enhanced cooperation between the City of Louisville and Jefferson County; and

WHEREAS, besides Louisville, ninety-three suburban cities exist within the boundaries of Jefferson County, representing some 140,000 residents with 81 of those cities in 'A' District, and

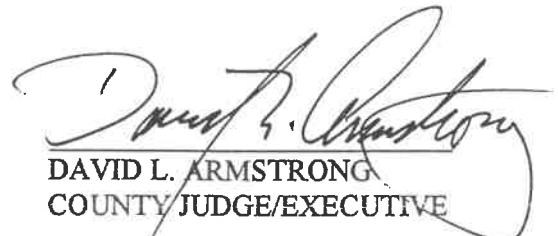
WHEREAS, these suburban cities provide valuable services to citizens of Jefferson County, offer an alternative community lifestyle to residents, and, furthermore, represent an integral part of our community makeup, and

WHEREAS, many suburban cities in Jefferson County are members of the Jefferson County League of Cities, and are effected by the Compact, and


WHEREAS, members of the Jefferson County League of Cities have been involved in county-wide governance issues for many years, serving on task forces, community boards and commissions, and, because they are knowledgeable about and integral to our community, they would appreciate the privilege to be kept informed of the process of the Compact re-negotiation.

NOW, THEREFORE, BE IT RESOLVED BY THE FISCAL COURT OF JEFFERSON COUNTY, that the Jefferson County Judge/Executive extend an invitation to the Jefferson County League of Cities to designate a representative to serve as an ex-officio participant throughout the Compact re-negotiation process.

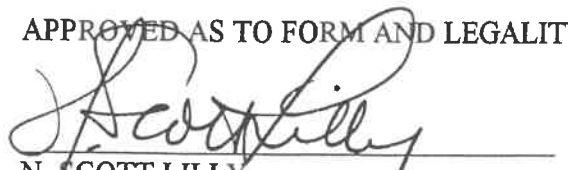
Adopted this 9 day of July, 1996.


DAVID L. ARMSTRONG
COUNTY JUDGE/EXECUTIVE

ATTEST:


MARY BOLTON
FISCAL COURT CLERK

APPROVED AS TO FORM AND LEGALITY:


N. SCOTT LILLY
FIRST ASSISTANT COUNTY ATTORNEY



received
8-13-97

JEFFERSON COUNTY LEAGUE OF CITIES

Saturday, August 9, 1997

Hon. David Armstrong
Judge-Executive
Jefferson County
527 W. Jefferson Street
Louisville, KY 40202

Hon. Jerry Abramson
Mayor
City of Louisville
601 W. Jefferson Street
Louisville, KY 40202

Dear Dave and Jerry:

The purpose of this letter is to remind you that it is our understanding, and by resolution, the policy of Fiscal Court, that the Jefferson County League of Cities was to be involved in any negotiations concerning the Louisville-Jefferson County Compact which might occur.

You can thus imagine my dismay upon reading in *The Courier-Journal* the last two days of meetings, discussions, proposals and the like which certainly seem to indicate these negotiations are now under way. If that is so, I would greatly appreciate your informing Mrs. Faye Ellerkamp, 703 Merrifield Road, 40207, 895-4798, the League's designated representative to these meetings, of any future meetings, discussions, and sessions which may occur on this subject. In order Mrs. Ellerkamp can get "up to speed" on sessions and positions you have already had, I would also appreciate your courtesy in forwarding to her any documents, position papers or background information which she may have obtained had she been attending your meetings all along.

The Jefferson County League of Cities represents one-third of the residents of Jefferson County. We strongly feel any decisions made concerning the Compact and its effect on our cities and residents must be considered for any new agreement to be effective and viable for the future.

Please let me know if you have any problem with the request contained in this letter. It will facilitate communication if such replies are directed to my office at Prospect City Hall, P.O. Box 1, Prospect, KY 40059, telephone 228-1121.

Sincerely,

Lawrence C. Falk
President

cc: Hon. Russ Maple
Hon. Irv Maze
Hon. Darryl T. Owens
Hon. Steve Magre
Mrs. Ellerkamp
JCLC Board

*956 Const § 124

BALDWIN'S KENTUCKY REVISED
STATUTES ANNOTATED
CONSTITUTION OF THE
COMMONWEALTH OF KENTUCKY
THE JUDICIAL DEPARTMENT
OFFICES OF JUSTICES AND
JUDGES

Current through End of 1996 Reg. Sess.

KY CONST § 124 CONFLICTING
PROVISIONS

Any remaining sections of the Constitution of Kentucky as it existed prior to the effective date of this amendment which are in conflict with the provisions of amended Sections 110 through 125 [FN1] are repealed to the extent of the conflict, but such amended sections are not intended to repeal those parts of Sections 140 and 142 conferring nonjudicial powers and duties upon **county judges** and justices of the peace. Nothing in such amended sections shall be construed to limit the powers otherwise granted by this Constitution to the **county judge** as the chief executive, administrative and fiscal officer of the county, or to limit the powers otherwise granted by the Constitution to the justices of the peace or county commissioners as executive, administrative and fiscal officers of a county, or of the fiscal court as a governing body of a county.

RELATED TERMS

CONSTITUTION, STATE

CREDIT(S)

HISTORY: 1974 c 84, § 1, adopted eff. 1-1-76

[FN1] So in original; Ky Const § 125 repealed by 1974 c 84, § 1, eff. 1-1-76.

HISTORICAL NOTES

HISTORICAL AND STATUTORY NOTES

Note: Former Ky Const § 124 repealed by 1974 c 84, § 1, eff. 1-1-76; adopted eff. 9-28-1891; Source--Const 1850, Art 4, § 39.

REFERENCES

PRACTICE AND STUDY AIDS

Kentucky Appellate Handbook, Text 1.02, 25.02

ANNOTATIONS

NOTES ON DECISIONS AND OPINIONS

OAG 82-58. The **county judge/executive** is not required to execute a sheriff's or jailer's bond. His duty is to merely review and approve such bonds if properly executed.

OAG 77-288. On and after January 2, 1978, the **county judge** will no longer have judicial functions; the newly created office of **county judge/executive** will be given a wide range of county executive and administrative duties and in 1978 the **county judge/executive** will continue non-judicial functions previously performed by the **county judge**.



COMMONWEALTH OF KENTUCKY
OFFICE OF THE ATTORNEY GENERAL

ALBERT B. CHANDLER III
ATTORNEY GENERAL

CAPITOL BUILDING, SUITE 118
700 CAPITOL AVENUE
FRANKFORT, KY 40601-3449
(502) 696-5300
FAX: (502) 564-2894

OAG 97-22

July 28, 1997

Subject: City of Louisville and Jefferson County government

Requested By: State Senator Tim Shaughnessy, District 19 (Jefferson)

Written By: Scott White, Assistant Deputy Attorney General

Syllabus:

1. The General Assembly may create a new municipal office, "city - county mayor executive," and assign all executive power of the Jefferson County judge/executive and mayor of Louisville to that new office.
2. The office "mayor of Louisville" may be abolished by the General Assembly.
3. An Act of the General Assembly is required to effect the creation of the new municipal office, and reassign and assign duties to that office.
4. The General Assembly may prescribe method by which city and county must divide revenue from occupational license fees.

Statutes Cited: 67.080(3), 67.710, 68.180, 79.310, 79.315, 79.325, 81.410, 83.430, 83.530, 83.580, 83A.160 and 91.200

Constitutional Provisions Cited: 59, 60, 91, 99, 107, 144, 156a, 160, 180 and 181

OAG 97-22

Page 2

Opinion of the Attorney General

We have been asked four questions by Senator Tim Shaughnessy pertaining to the municipal government of the city of Louisville and Jefferson County. Presently, certain aspects of the governance of our largest city and county are based upon a compact due to expire in July, 1998. In anticipation of that event, as well as the recent (1994) amendments to our Commonwealth's Constitution relating to local government, Senator Shaughnessy has proposed a possible new framework for the exercise of executive power and allocation of collected occupational license fees in Louisville - Jefferson County. He asks our opinion as to whether this proposal is constitutional and, if so, the method by which the proposal can be put into effect. We answer these questions in accordance with KRS 15.025(2) — public questions of law posed by a member of the Legislature. To our knowledge, there have been no appellate decisions construing the constitutional provision we interpret here, and this is the first Opinion of the Attorney General analyzing its effect.

The proposed plan

Senator Shaughnessy has proposed a new plan of government for the city of Louisville and Jefferson County (the "proposal"). In essence, he proposes the abolition of the office of mayor of Louisville, and the reassignment of that executive power to a new office¹, as well as the reassignment of the executive power of the Jefferson County judge/executive to that new office. The legislative power of the city would remain with the Board of Aldermen; and, the legislative power of the county would remain with the fiscal court. The county judge/executive would remain a member of the fiscal court, and, as any other member, be permitted to vote.² Since both the city and county would each retain separate legislative powers, then this is not a merger. The city-county mayor executive would be elected for a four-year term by the registered voters of Jefferson County. *See, Ky. Const. Sec. 160* (terms for mayors) and *Sec. 99* (terms for county judge/executives). As to budgets, the city-county mayor executive would propose a separate budget for the city and county to be approved by their respective legislative bodies, and a third budget, to be approved by each

¹To be called "city - county Mayor Executive."

²Note KRS 67.080(3) — a fiscal court cannot exercise any executive power unless given by statute.

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Page 3

legislative body, on the disposition of the occupational tax revenue collected by each political unit.³

Analysis

We believe that the creation of a new municipal office is permitted under new Sec. 156a. It provides "The General Assemble may provide for the *creation, . . . functions . . . and officers* of cities." *Id.* (emphasis added). Thus, the General Assembly has the power to create, and prescribe the duties of, a new city-county mayor executive.

The General Assembly already has the power to prescribe for the executive power of counties. The powers and duties of a county judge/executive are limited to those enumerated in the Constitution and those prescribed by the General Assembly. *Bath Co. v. Daugherty*, 113 Ky. 518, 68 S.W. 436, 437 (1902). The only power/duty conferred by the Constitution is that the county judge is a member, with voting power, of the fiscal court. *Ky. Const. Sec. 144; Bath Co., supra*; and, *Breathitt Co. v. Hagins*, 211 Ky. 391, 277 S.W. 469 (1925). The powers and duties of fiscal court members are limited to those conferred by the General Assembly since the Constitution confers none. *Hogge v. Rowan Co. Fiscal Court*, 313 Ky. 387, 231 S.W.2d 8 (1950). Thus, the General Assembly is well within its power to remove all the powers, except membership on the fiscal court, from the Jefferson County judge/executive, and reassign them to the new office.⁴

Likewise, the powers and duties of a mayor derive from the General Assembly. There is no constitutional provision setting out any power or duty of a mayoral office. As such, it is for the General Assembly to provide them. *Ky. Const. Sec. 156a; and, see, Brown v. Barkley*, 628 S.W.2d 616, 621-622 (Ky. 1982) (court held that powers of Sec. 91 state constitutional officers with exception of attorney general, could only be provided by General Assembly since no powers were enumerated).

³As a general statement it can be said that the authority under which the proposal is made is quite broad. New Sec. 156a of the Kentucky Constitution provides "The General Assembly may provide for the . . . government . . . of cities." Thus, it is with this level of power that we begin our analysis.

⁴Moreover, Sec. 107 provides the General Assembly the power to create other county offices for a term not to exceed four years. This would also implicitly include the ability to set out the powers and duties of the new county office.

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The General Assembly also has the power to abolish the office of mayor of Louisville. The office of mayor is not a constitutionally required office. Ky. Const. Sec. 160.⁵ That section does, however, clearly *envision* that a city would have a mayor or "chief executive." Thus, it is unlikely that, even under Sec. 156a, the General Assembly could simply abolish the executive power of a municipality. Moreover, KRS 83.430, a part of the Home Rule legislation of 1972, requires an executive department for cities of the first class (of which Louisville is the only one).⁶ But this is not what Senator Shaughnessy suggests. Rather, he suggests the consolidation of the executive power of the city and county. Since there would be a "chief executive" wielding the city's executive power, we believe any requirement for an executive city office has been satisfied.

Sec. 156a, by its plain language, provides the General Assembly with the power to prescribe the powers and duties of the newly created office of city-county mayor executive. As noted in footnote 6, this will require amendments to the pertinent revised statutes.

Senator Shaughnessy's proposal only deals with Louisville-Jefferson County, and does not intend to create a law of general applicability Commonwealth-wide. This proposal necessarily abolishes one municipal office, mayor of Louisville, and strips another office, Jefferson County judge/executive, of executive power. This raises the specter of Sections 59 and 60 — constitutional provisions prohibiting special or local legislation. That is, is it constitutional for the General Assembly to consolidate the executive power of a county, exercised through its county judge executive, with that of a city in a newly created municipal office that is allowable only in one county and city? The answer is yes.⁷

⁵Contrast Sec. 160 with Sec. 99 which requires the election of a judge of the county court. There is no comparable language for a mayor in Sec. 160. As noted earlier, the office of county judge executive is retained in the proposal, although it would have no executive powers.

⁶KRS 83.530, enacted in 1972 - prior to the adoption of Sec. 156a - vests the executive power of cities of the first class in a mayor. Due to this, it is our opinion that in order for the proposal to be clear and not in conflict with existing statutes, this would have to be repealed. As will also be seen on reallocation of powers, KRS 67.710 "Powers of County Judge Executive" and KRS 83.580 "Powers of Mayor (Cities of First Class)" will likewise require amending.

⁷Of course, Sec. 156a requires all legislation to apply equally to all cities of a given class. Thus, the proposed legislation will need to pertain to cities of the first class and counties in excess of a particular population. The legislation simply cannot name Louisville and Jefferson County — but, rather, cities of the first class and counties in excess of a particular population.

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In *Jefferson Co. Merit Bd. v. Bilyeu*, 634 S.W.2d 414 (Ky. 1982), the Supreme Court, in an opinion authored by Chief Justice Stephens, held that the exemption of counties with a population in excess of 600,000 from aspects of an otherwise statutorily required police merit system for all counties did not violate sections 59 and 60 of the Constitution. The court noted that the purpose underlying these two sections was to "... require that all laws upon a subject shall operate alike upon all individuals and corporations." See also, *Tri-City Turf Club v. Cabinet*, 806 S.W.2d 394 (Ky. App. 1991), and *Miles v. Shauntee*, 664 S.W.2d 512 (Ky. 1983). The court, in its analysis, extended the rule that local legislation dealing with the government of *cities* is constitutional under sections 59 and 60 to *counties*.⁸ As the court said:

If a questioned statute deals with a particular classification of a governmental entity based on population alone, it is constitutional under Sections 59 and 60 if (1) it deals with the organization or incidents of government, or (2) it bears a reasonable relation to the purpose of the Act. (Citations omitted). If the statute complies with *either* requirement, it is constitutional.

634 S.W.2d at 416 (emphasis supplied). Since the consolidation of executive power into a new office deals with the organization of government it is constitutional under Sections 59 and 60.⁹

As noted throughout this Opinion, the method to effect these changes will need to be through an Act of the General Assembly since it involves the creation of a new municipal office and the consolidation of executive power amongst a city and a county. Sec. 156a plainly grants this power only to the legislature, or where the power is delegated by the General Assembly to local governments. *Ky. Const. Sec. 60*, and *Payne v. Davis*, 254 S.W.2d 710 (Ky. 1953). See, e.g., *KRS Chapter 67A "Urban-County Government," KRS 81.410 et. seq. "Merger of Cities" and KRS 83A.160 "Change in Form of Government."* Since the General Assembly has not delegated the power to create a new office and the

⁸Local legislation dealing with city government was first allowed in *Mannini v. McFarland*, 172 S.W.2d 631 (Ky. 1943).

⁹*Cf. Miles v. Shauntee, supra*, where court ruled that the application of the Uniform Residential Landlord and Tenant Act to only Jefferson and Fayette counties violated Sections 59 and 60. This did not deal with the "organization or incidents of government."

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consolidation of executive power to local entities, then it is only the General Assembly that can effect this proposal.

The next issue raised by Senator Shaughnessy pertains to the appropriation of the occupational license fees collected by both the city and the county. In KRS 68.180, the General Assembly allowed counties with a population in excess of 300,000 to impose license fees on occupations¹⁰; and, in KRS 91.200 the same power was granted to cities of the first class (again, Louisville being the only one). In 1986, the General Assembly enacted a statutory scheme which required cities of the first class and counties containing such cities, i.e. Louisville and Jefferson County, to enter into a "compact" to "... provide a framework for cooperation between the city and the county" KRS 79.310(1).¹¹

Pertinent to our analysis is that certain matters were required to be agreed upon and made a part of the compact. KRS 79.315. One of these was the disposition of the occupational license fees collected by the city and county. *Id.* at (2). KRS 79.325 sets forth the required manner in which the collected occupational license fees are to be allocated to the city and county for their appropriation. Thus, at present, the General Assembly has provided for both the collection of these fees and the manner in which they are to be divided amongst the two municipal governments.

We believe that, as it did in KRS 79.325, the General Assembly can provide the manner in which the collected occupational license fees are to be allocated. *Ky. Const. Sections 156a, 180 and 181.* We see no obstacle to the proposal's plan to have the city-county mayor executive submit a budget for this fund to both the Board of Aldermen and fiscal court for their approval. Sen. Shaughnessy has indicated that the purpose for this is to enable the development of a single vision for the expenditure of these funds to benefit the county and the city. This is certainly in the tradition of KRS 79.310. Of course, the statutory scheme

¹⁰In *Kupper v. Fiscal Court*, 346 S.W.2d 766 (Ky. 1961), this statute was deemed constitutional and not violative of Sections 59 and 60. The court relied on *Sims v. Bd. of Ed. of Jefferson Co.*, 290 S.W.2d 491 (Ky. 1956), which held that a similar fee scheme was in essence a tax which was authorized by Sec. 181 of the Constitution, and did not violate Sections 59 and 60. See also, *City of Louisville v. Sebree*, 308 Ky. 420, 214 S.W.2d 248 (1948) (Sections 59 and 60 not implicated since tax power was given to all classes of cities).

¹¹This statutory scheme sunsets in July, 1998.

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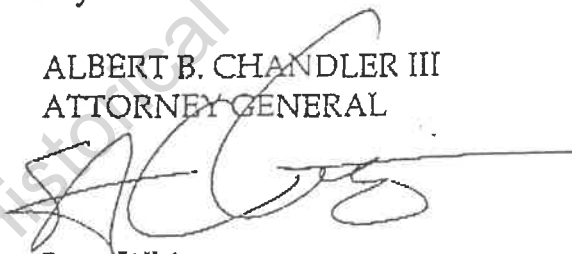
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embodying this proposal will need to provide a mechanism by which disagreements are resolved.

Conclusion

To summarize, it is the opinion of this Office that the proposal of Senator Shaughnessy to consolidate the executive power of the mayor of Louisville and Jefferson County judge/executive into one new office, abolish the office of mayor, retain the judge/executive only as a voting member of fiscal court and retain the legislative bodies of the city and county with separate budgets and a joint occupational license fee budget is constitutional and can only be made effective via an Act of the General Assembly.

ALBERT B. CHANDLER III
ATTORNEY GENERAL



Scott White
Assistant Deputy Attorney General

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Compiler's Notes. The General Assembly in 1974 proposed (Acts 1974, ch. 84, §§ 1-3) the repeal of sections 109 to 139, 141 and 143 of the constitution and the substitution in lieu thereof new sections 109-124. This amendment was ratified by the voters at the regular election in November, 1975 and be-

came effective January 1, 1976.

Opinions of Attorney General. As a result of the repeal of the former language of this section, the Rules of Criminal Procedure now control the style of judicial processes. OAG 76-230.

§ 124. Conflicting provisions. — Any remaining sections of the constitution of Kentucky as it existed prior to the effective date of this amendment which are in conflict with the provisions of amended sections 110 through 125 are repealed to the extent of the conflict, but such amended sections are not intended to repeal those parts of sections 140 and 142 conferring nonjudicial powers and duties upon county judges and justices of the peace. Nothing in such amended sections shall be construed to limit the powers otherwise granted by this constitution to the county judge as the chief executive, administrative and fiscal officer of the county, or to limit the powers otherwise granted by the constitution to the justices of the peace or county commissioners as executive, administrative and fiscal officers of a county, or of the fiscal court as a governing body of a county.

Compiler's Notes. The General Assembly in 1974 proposed (Acts 1974, ch. 84, §§ 1-3) the repeal of sections 109 to 139, 141 and 143 of the constitution and the substitution in lieu thereof new sections 109-124. This

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§§ 125—138. Circuit courts. [Repealed]

Compiler's Notes. These sections were repealed by the proposal of the General Assembly (Acts 1974, ch. 84, §§ 1-3) which was ratified by the voters at the regular election in

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QUARTERLY COURTS

§ 139. Quarterly court for each county — Judge to preside. [Repealed]

Compiler's Notes. This section was repealed by the proposal of the General Assembly (Acts 1974, ch. 84, §§ 1-3) which was rati-

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COUNTY COURTS

§ 140. County court for each county — Judge — Compensation — Commission — Removal. — There shall be established in each county now existing, or which may be hereafter created, in this State, a Court, to be styled the County Court, to consist of a Judge, who shall be a conservator of the peace, and shall receive such compensation for his services as may be prescribed by law. He shall be commissioned by the Governor, and

Judge -
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Jami Young

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AUG 11 1997

OFFICE OF THE
COUNTY JUDGE/EXECUTIVE



City of Louisville
OFFICE OF THE MAYOR

601 W. Jefferson Street • Louisville, KY 40202-2728
(502) 574-3061 • Fax (502) 574-4201
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Louisville



JERRY E. ABRAMSON
MAYOR

CHRISTINA HEAVRIN
DEPUTY MAYOR
EXTERNAL OPERATIONS

August 8, 1997

Honorable David L. Armstrong
County Judge/Executive
400 Jefferson County Courthouse
527 West Jefferson Street
Louisville, KY 40202

Dear David:

I am encouraged by our discussion yesterday and believe that we will be able to suggest viable areas of cooperation between the City and County as we proceed to renegotiate the Compact. If I understood correctly, the next step we agreed upon was to have our staffs meet to begin discussions of the particular provisions of the Compact. I am concerned, however, that if we are to meet the September 30, 1997, deadline set by our Jefferson County legislators, we need to focus negotiations on the two key issues of the Compact immediately.

As you know, these two key provisions - the freeze on annexations and the formula for sharing occupational taxes - must be enacted by the General Assembly in the 1998 session or else the Compact cannot be renewed in June 1998. Deputy Mayor Tina Heavrin will take the lead for me on these negotiations. Let me or her know who will be your point person so that the discussion on these issues can begin.

I hope you will give me your initial reaction to my proposal on the transfer of the Library, Portland Clinic, and the Belle to the County and the transfer of Parks, Waterfront and Louisville Redevelopment Authority to the City. As to the merger of police departments, assuming that we can reach agreement on the resources to be provided by the County, I believe that the City of Louisville could provide countywide police services in a cost effective and professional manner and would be interested in pursuing that idea.

Since the statute authorizing the Compact is permissive as to the local treatment of joint agencies by the City and County, we have more time to discuss these issues. Deputy Mayor Bill Summers will coordinate negotiations on the joint agency issues for me. Again, if you could indicate who your point person on this issue, I would like to

Honorable David L. Armstrong
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August 8, 1997

see the negotiations to begin immediately. While it is not critical that we reach agreement on these joint agencies issues by the end of the year, I would certainly prefer it.

If I misunderstood the direction we were going to take after yesterday's meeting and you prefer that you and I meet personally on renewing the Compact, I am more than willing to do so. Keeping the Compact in place is of utmost importance to me. I think it would be a terrible disservice to our community if we allow it to expire.

Sincerely,



Jerry E. Abramson
Mayor

/ect

cc: Members of Board of Aldermen
County Commissioners
Members of Jefferson County Legislative Delegation

The Filson Historical Society



City of Louisville
OFFICE OF THE MAYOR

JERRY E. ABRAMSON
MAYOR

601 W. Jefferson Street • Louisville, KY 40202-2728
(502) 574-3061 • Fax (502) 574-4201
TDD (502) 574-4091



August 7, 1997

Honorable David L. Armstrong
County Judge/Executive
400 Jefferson County Courthouse
527 West Jefferson Street
Louisville, KY 40202

Dear Judge Armstrong:

The City-County Compact, which Harvey Sloane and I negotiated in the fall of 1985 and signed in 1986, launched an unprecedented era of cooperation for the City of Louisville and Jefferson County that resulted in major benefits to the community as a whole. First among those benefits is the economic growth we've experienced because of the unified approach to seeking new businesses and more jobs which the Compact facilitated. The tax sharing formula in the Compact provides a strong incentive for the City and County to work together on economic development. I believe we would not have experienced economic growth to the extent we have if the City and County had continued the tug of war over whether a company located in the City or County.

Along with the community's economic growth, the City and County experienced a major growth in tax revenues, through which we were able to provide quality services and make capital improvements that benefited our entire community. During the 10 year period prior to the Compact, after adjustment for inflation, City/County occupational tax revenue grew by only \$1 million. In contrast, during the first 11 years of the Compact, after adjustment for inflation, City/County occupational tax revenue grew by a very healthy \$36 million.

And, the amicable sharing of governmental responsibilities outlined by the Compact has brought efficiency, cooperation and a community-wide vision to the services joint agencies provide.

Last, but by no means least, the Compact brought an end to the protracted, divisive and acrimonious annexation battles looming on every front 11 years ago. It is

Honorable David L. Armstrong
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August 7, 1997

obvious that simply providing a vehicle for suspending those battles made the Compact the linchpin to this community's overall success for more than a decade.

It is against this background of success that you and I approach the renewal of the Compact. I am deeply committed to keeping the momentum of success going and building on the foundation that we have laid over the last 12 years. At a minimum, I am committed to keeping the major tenets of the Compact in place, including the current formula for sharing occupational taxes and the moratorium on annexations and incorporations anywhere in the county. Returning to the situation that existed before the Compact was put into effect is unthinkable and would be a tremendous disservice to the people we represent.

I understand that the County Commissioners have suggested that a two-year renewal of the Compact, as is, would be acceptable to them. This would delay any substantive discussions of a renewal of the Compact for the Mayor and County Judge/Executive elected in 1998. Although this is a legitimate option, I would rather not pass this task off to my successor. I would prefer, if possible, to be a part of the decision to continue the Compact, if for no other reason, because of my institutional and historic knowledge of this agreement.

Following today's meeting, I would like us to begin discussion on the specific provisions outlined in the attached. I believe to permit a full airing of the issues and to keep the public informed, since we want to submit our proposals to public scrutiny, we must begin work now.

My proposals, basically, are these:

1. I propose that the renewed Compact be permanent. Making the Compact permanent does not deny any future government leaders the opportunity to restructure government, if the will is there to do that. What making the Compact permanent does do is end, once and for all, the threat of a return to the divisiveness that plagued the community prior to the Compact.
2. The ban on annexation and incorporations in the current Compact should continue unchanged. The return of the so-called annexation wars would be intolerable, disrupting the community and setting back progress in an unacceptable way.
3. The formula that calls for the distribution of occupational taxes between the City and County should be retained as is. That formula allows the City to share in the

Honorable David L. Armstrong

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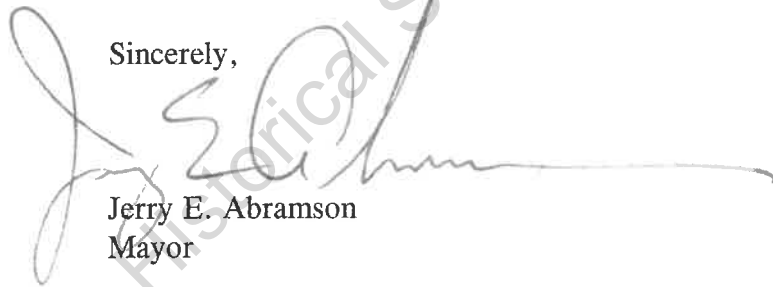
August 7, 1997

opportunities for growth that the City gave up when it agreed to the moratorium on annexation. It is central to the agreement.

4. Distribution of joint agency funding under the Compact should continue, but additional joint agencies should be reallocated, so that the County's share in joint agency funding more closely reflects the population in the County outside the City of Louisville.

Discussion of these issues will assist us in our mutual desire to bring these negotiations to a positive conclusion within the time frame requested by the state legislature. I consider the Compact a key to the continued success of our community. I look forward to working with you to improve it even further.

Sincerely,

A handwritten signature in dark ink, appearing to read "Jerry E. Abramson", is written over a large, faint watermark that says "The Filson Historical Society". The signature is fluid and cursive.

Jerry E. Abramson
Mayor

/ect

Attachment

cc: Members of Board of Aldermen
County Commissioners
Members of Jefferson County Legislative Delegation

MAYOR'S PROPOSAL FOR THE RENEWAL OF THE LOUISVILLE/JEFFERSON COUNTY COMPACT

TERM OF COMPACT

I propose that the renewed Louisville/Jefferson County Compact be permanent. The purpose of limiting the Compact originally to a term of twelve years was to give the community sufficient time to heal the wounds brought about by the annexation wars and the two merger campaigns. At this juncture, I see no advantage to creating a term of years for the renewed Compact. If the community chooses to look at a change of local government structure again someday, it can do so whether the Compact carries a sunset provision or not. And I don't think we can predict with enough certainty when in the future would be a good time for another Compact to be renegotiated. I think we should view what we are putting together as permanent so that both the City and County can look to the future with at least that certainty.

ANNEXATION AND INCORPORATIONS UNDER THE COMPACT

I propose that the ban on annexations and incorporations be continued unchanged. The City of Louisville and all the suburban cities need to know that their borders are fixed so that decisions about the future of cities in Jefferson County can be made against that backdrop, knowing that there will be no new territorial growth in their future. I am confident that this is an issue upon which we can readily agree because you are as familiar as I am with the disruption caused all of the residents of Jefferson County's unincorporated areas by the so-called annexation wars. As you know, many annexation attempts by suburban cities were as bitterly opposed as annexation proposals of the City of Louisville. Louisville's agreement not to annex during the term of the Compact is only feasible if all other suburban cities in the County live by the same rules.

SHARING OF OCCUPATIONAL TAXES

I propose that the formula in the Compact that calls for the distribution of occupational taxes between the City and County be retained as is. In order for the Compact to work, there had to be a true sharing of economic growth between the City and County. As long as the City was required by the Compact to stop its annexation initiatives, it had to share in the opportunities for growth experienced by the County. The formula for distribution of occupational taxes has accomplished this. Any change would reduce the gains the City has made in the past 12 years under the Compact. I see no justification for the City to give up those gains. Had the Compact not been in effect, the City would have continued to enjoy any and all gains it would have made through annexations and an aggressive economic development program.

As you know, all City of Louisville residents pay property taxes to Jefferson County in addition to the City property taxes they pay. The budget for Jefferson County for the fiscal year ending June 30, 1998 shows anticipated property tax revenue of **\$44,766,500**. The two major services provided by Jefferson County Government to ALL taxpayers of Jefferson County are County Corrections (jail system) and Human Services which are estimated to cost **\$35,942,800** per year based on the County's budget. Thus, the County's occupational tax revenues do not fund these countywide services.

In addition to county property taxes, if you live in the City of Louisville, you pay property taxes to the City. The estimated revenue from the City's property tax for the fiscal year ending June 30, 1998, is **\$43,010,000**. The types of services city residents receive from city government that are not provided by the county to unincorporated areas include a full-time Fire Department, waste collection and recycling, and street lights. The cost for these services are approximately **\$47,993,860**. To provide these services, the City does draw on its additional sources of revenue, including its occupational tax.

The City and County both impose a 11/4% occupational license fee on wages and net profits earned within their jurisdictions. The available City/County combined revenue from occupational license fees and

miscellaneous fees and income for these countywide services is around **\$251,706,880**. Over the years prior to and under the Compact, the City of Louisville and Jefferson County have together provided certain services to all residents of Jefferson County. Some of the services are handled purely by territorial distribution: in the City - the City provides it, outside of the City - the County provides it. Many services are handled by a joint operation funded by one or the other government under the current Compact or by joint funding under an agreed-upon percentage split.

The services financed by these funds include elected officials and their staffs, financial, personnel and legal support services in both governments, police & public safety, emergency medical services, disaster and emergency services, public works and code enforcement, parks, zoo, community relations and outreach, community development, housing, industrial and economic development, library, health care, land use planning, and environment planning and enforcement. The cost for these services from combined local tax and fee dollars are approximately **\$206,520,000**, excluding capital appropriations. With capital appropriations by both governments the total is **\$250,642,150**, virtually the same amount collected in occupational taxes and miscellaneous fees.

CONTINUATION OF JOINT AGENCY FUNDING RESPONSIBILITIES

I propose that the distribution of joint agency funding under the Compact continue. When the original Compact was negotiated, joint agency funding was a constant source of frustration and tension in both City and County government. Joint agencies were funded either on a 50-50 basis or by each government paying what it considered its "share" of the joint agency's operations. When taken as a whole, however, the City was funding 54% of the joint agencies' total budgets.

When the populations inside the City of Louisville and outside of its borders was roughly equal, funding of these joint agencies 54% City and 46% County was not such an unacceptable formula. However, when the 1980 Census showed that the population of the City had dropped to roughly 44% of the county's population, the equity of the funding formulas became questionable.

The Compact negotiations divided joint agencies into two groups. Tier One agencies were funded on roughly a 50-50 basis and included: Human Relations, Zoo, Museum (now Science Center), Disaster and Emergency Services, Planning and Zoning, Health Department (excluding the Portland Clinic, Rodent control and indigent health care under the Quality and Charity Care Trust (QCCT), Air Pollution Control and Crime Commission. Tier Two agencies were being funded on the basis of use, with each government responsible for its share, except for the Library, which was 50-50. These agencies included Metro Parks, Library, Purchasing, Flood protection and the Fire Communications Bureau.

The charts below show the population figures and funding percentages for these agencies before and after the Compact redistributions. As you know, the City took over Human Relations, the Zoo, the Science Center and DES and additional funding under the Quality and Charity Care Trust Agreement. The County took over Planning and Zoning, Health (except Portland Clinic and Rodent Control), Air Pollution and Crime Commission.

Under the Compact, the funding of Tier One agencies reflected the population split between the City and the County outside of the City. However, when funding for the Tier Two agencies is added in, the City continued to shoulder a higher percentage of joint agency funding.

1985-86 FISCAL YEAR (LAST YEAR BEFORE COMPACT)

	<u>CITY</u>	<u>COUNTY</u>
POPULATION SPLIT 1980 CENSUS	43.6%	56.4%
TIER ONE AGENCIES FUNDING	50.8%	49.2%
TIER TWO AGENCIES FUNDING	57.6%	42.4%
JOINT AGENCY FUNDING '85-'86	54%	46%

1986-87 FISCAL YEAR (FIRST YEAR OF COMPACT)

	<u>CITY</u>	<u>COUNTY</u>
TIER ONE AGENCIES	44.1%	55.9%
TIER TWO AGENCIES	58.5%	41.5
JOINT AGENCY FUNDING '86-'87	51.2%	48.8%

It is interesting to note, that in the twelve years since the Compact, the funding for these Tier One agencies has increased by almost the exact same dollar amounts, thus maintaining the funding ratio of 44%-56%.

ADDITIONAL REDISTRIBUTION OF JOINT AGENCY FUNDING RESPONSIBILITIES.

I propose that additional joint agencies be assigned to either the City or the County to assume total funding and management responsibility. Of the agencies considered under Tier Two above, only the Library, Metro Parks and Purchasing Department are still joint. The Floodway Protection Unit went to MSD with the creation of the MSD Drainage District and the joint Fire Communications Bureau was dissolved a couple of years ago. Additional agencies which I have included for our consideration are Waterfront Development Corporation, Louisville/Jefferson County Redevelopment Authority (Naval Ordnance), and the Belle of Louisville. Since the Purchasing Department is funded by each government to the extent of its use, I propose that the joint Department be abolished and each government handles its purchasing separately. Because separating Purchasing has no funding implications for either government, I will not include it for purposes of showing funding levels. Also, while the figures below do not include the City's funding of the Portland Primary Care Clinic (funded now by the City but under the control of the Department of Health) I have included the Portland Clinic for transfer from the City to the county.

The 1997-98 Fiscal Year budgets show that the City will contribute **\$16,475,270** toward the operations of these Tier Two agencies and the County will contribute **\$10,795,900**. The following chart compares the funding percentages of these agencies to the 1990 Census.

1997-98 FISCAL YEAR (YEAR OF RENEGOTIATION OF COMPACT)		
	<u>CITY</u>	<u>COUNTY</u>
POPULATION SPLIT 1990 CENSUS	40.5%	59.5%
TIER TWO AGENCIES	60.4%	39.6%

Even when credit is given to the County for the approximately \$4 million transferred to the City under the occupation tax redistribution this year, the City's share for these joint agencies does not reflect its population share.

	<u>CITY</u>	<u>COUNTY</u>
POPULATION SPLIT 1990 CENSUS	40.5%	59.5%
ADJUSTED BY TAX TRANSFER FROM COUNTY TO CITY	45.6%	54.4%

I propose that the following agencies become County funded agencies: Library, Belle of Louisville and Portland Primary Care Center. And that the following agencies become City funded agencies: Parks(excluding County Golf Courses), Waterfront, and Louisville Redevelopment Authority. (Please note that capital expenditures for these agencies are not part of the Compact reallocation. The City and the County will need to continue to fund the capital needs of all of these agencies as they see fit.)

The chart below reflects the result of the above mentioned reallocations:

1997-98 FISCAL YEAR (YEAR OF RENEGOTIATION OF COMPACT)		
	<u>CITY</u>	<u>COUNTY</u>
POPULATION SPLIT 1990 CENSUS	40.5%	59.5%
JOINT AGENCY FUNDING '97-'98	54.2%	45.8%
ADJUSTED BY OCCUPATIONAL TAX TRANSFER	45.6%	54.4
1998 COMPACT PROPOSAL	41.9%	58.1%

The actual appropriations made by these agencies in this up coming fiscal year and the assumed funding after the Compact redistribution follow:

1997-98 Fiscal Year appropriations:	City	County
Library	\$5,366,300	\$5,279,700
Parks	10,509,770	4,917,000
WDC	176,100	176,100
LRA	200,000	200,000
Belle	223,000	223,000
Portland Clinic	1,443,030	
Totals	\$17,918,060	\$10,795,900

Appropriations after renegotiations of the Compact:

Library	-0-	\$10,646,000
Parks	\$15,426,770	-0-
WDC	352,200	-0-
LRA	400,000	-0-
BELLE	-0-	446,200
Portland Clinic	-0-	1,443,030
Totals	\$16,178,970	\$12,535,230

The anticipated increase to the County's joint agency funding would be approximately \$1,740,000.

In determining which government should take lead responsibility for each of these agencies, I was reminded of the process Harvey and I followed when we negotiated the existing Compact over 12 years ago. Harvey and I agreed that either the City or the County could take any of the joint agencies and operate them more efficiently than they were being operated on a shared basis. We also agreed that citizens would have to be convinced by our actions that they could rely upon either government to continue to operate these agencies as "joint" agencies. We thought retaining the advisory or operating boards as joint boards would be critical in insuring the non-funding government that its interests would still be addressed by that agency. We asked the community to trust us to retain the responsiveness to citizen concerns even though county residents would need to rely on city funding and city residents on the county funding. After 12 years of experience, I believe those assumptions were correct. Both the City and the County have operated the joint agencies under their control mindful of the countywide mission they fund.

The proposed new division of joint agencies can result in the same success. All of these agencies currently have a County-wide mission with advisory or operating boards made up of citizens appointed by both the City and the County. Those boards would continue to guide the functions of these agencies even though only one government would fund them. The City's historic investment in the parks system and its current focus on recreation programs makes the shift of Metro Parks to the City very workable. Development of the downtown waterfront has become a major tool in the City's downtown revitalization strategy and development of the Naval

Ordinance facility as an inner-city industrial park has been a major objective of mine, so I would like to see the City continue to spearhead these efforts. The need to expand the Library System into the population centers of the unincorporated neighborhoods of the County, the historic relationship between the Belle and the County as well as the purchase of the Spirit by the County, and the integration of the Portland Clinic within the county's Health Department system of clinics make the move of these agencies to the County logical. But let me assure you, I believe now, as I believed 12 years ago, that either government can take responsibility for any agency and provide a quality countywide service to our citizens.

Finally, let me address the one joint agency that the Compact actually made a 50-50 funded operation - the Office of Economic Development. I do not propose any change to its funding or operation. The Office of Economic Development is the most visible symbol of the major success of the Compact, cooperation between the City and County in retaining and supporting the expansion of businesses in our community. Although, the recent reorganization of the Greater Louisville Economic Development Partnership and the Louisville Chamber of Commerce may result in a changed focus for the Office of Economic Development, I am confident that however the work is allocated, the interest of the City and County in supporting the work should remain a 50-50 operation.

MEMORANDUM

JEFFERSON COUNTY

TO: David L. Armstrong
County Judge/Executive

FROM: Darryl T. Owens
Jefferson County Commissioner

DATE: August 4, 1997

RE: Compact Resolution

As a follow up to our conversation, please find enclosed a copy of the resolution that I will introduce at the next fiscal court meeting.

If you have any questions, please let me know.

DTO/dl

Enclosure

The Filson Historical Society

RESOLUTION NO. _____, SERIES 1997

WHEREAS, the Jefferson County Fiscal Court and the Louisville Board of Alderman approved the Louisville and Jefferson County Compact on June 24, 1986, and;

WHEREAS, the Louisville Board of Alderman and the Jefferson County Fiscal Court desire to extend the Compact until June 30, 2000, to give the current and succeeding administrations sufficient time to negotiate the terms of a new Compact, and;

WHEREAS, both the Jefferson County Fiscal Court and the Louisville Board of Alderman must approve any extension of the current Louisville and Jefferson County Compact;

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Fiscal Court, Commonwealth of Kentucky:

Section 1. The Jefferson County Fiscal Court hereby approves a two-year extension of the Louisville and Jefferson County Compact due to expire on June 30, 1998, said extension to terminate on June 30, 2000, or in the earlier event the City of Louisville and Jefferson County negotiate a new Compact. All terms, conditions and covenants of the existing Louisville and Jefferson County Compact shall remain in full force and effect during the period of extension.

Section 2. This Resolution shall become effective upon passage and approval of an ordinance or resolution by the City of Louisville Board of Alderman which also approves the extension of the Louisville and Jefferson County Compact in the manner prescribed herein.

ADOPTED AND EFFECTIVE this ____ day of _____, 1997.

David L. Armstrong
County Judge/Executive

Attest:

Mary Bolton
Fiscal Court Clerk

Date: _____

APPROVED AS TO FORM AND LEGALITY:

Michael E. Conliffe
Jefferson County Attorney

BY: 
N. Scott Lilly
First Assistant County Attorney

Completed

File

MEMORANDUM

Office of Jefferson County Judge/Executive
Jefferson County, Kentucky

TO: David L. Armstrong
Jefferson County Judge/Executive

FROM: C. Bruce Traugber *CBT*
Deputy County Judge/Executive

DATE: December 18, 1996

RE: One Executive Proposal

Attached is the last draft of the One Executive proposal. The outstanding issues are:

1. The legal questions:
 - a. Does combining the two offices create one incompatible office?
 - b. How will the conflicting constitutional questions of abolishing the Mayor's position be resolved?
 - c. Can you change the role of the Fiscal Court Commissioners during their term?
2. The appearance to the black community that now they may be able to elect a Mayor the position is being abolished.
3. Your desire to have the full support of the Fiscal Court Commissioners before taking this idea public.
4. Your desire to have Senator Shaughnessy take the lead role in working the legislature.

This proposal for one executive made much more sense when we thought we could have one budget. Trying to run two governments with two budgets will be very difficult.

CBT/bm

GOAL No. 1: Establish one Chief Executive Officer for City and County Government. This officer would take the place of Mayor of City of Louisville and Jefferson County's County Judge/Executive as the executive authority in both governments. Under Constitutional Section 156a, the General Assembly creates a new office in counties containing a City of the First Class with a Compact in place, which would be the elected executive of both the City and County.

Advantages:

i) That there would be a new county-wide elected official to direct the expenditure of the community's tax resources, but neither the City nor the County has to change its corporate existence.

ii) The legislative bodies are not changed, so no one loses his/her position and citizens lose no representation.

iii) As a new office, this would have a great deal of prestige.

iv) Law Department research indicates that under applicable case law the salary limitation for the Mayor and County Judge now would not apply to this new office. That constitutional limitation is only for the named officers in the constitutional section. As this would be a new office, salary limitations are not a problem.

Disadvantages:

i) Anyone planning on running for Mayor or County Judge as those jobs currently exist could be against this change.

ii) The "personal" motives of the Mayor and County Judge for proposing this could become a major issue, i.e., they are doing it so they can run for the office.

iii) The job being created may be impossible to carry out effectively.

iv) The office of Mayor would be abolished but the office of County Judge/Executive would continue and be part of and probably chair of the Fiscal Court, this would leave a county-wide elected official on Fiscal Court.

GOAL No. 2: Remove “administrative control” from Fiscal Court.

The Court would no longer approve personnel actions or the policies/procedures of the Executive Branch.

Issues:

i) Fiscal Court would operate more like a “legislative” body. This is entirely within the statutory authority of the General Assembly to effectuate.

ii) This would be a loss of power and influence of Jefferson County’s Fiscal Court.

GOAL No. 3: Services currently being provided by either the City of Louisville and/or Jefferson County to all county residents should be under the direction of one Chief Executive Officer, as well as the tax revenues and financial resources to provide those services, while allowing each legislative body to have a vote on the expenditures.

Continue separate, albeit parallel, operations within each jurisdiction. That is, this new CEO would be the Executive of each government, but each government would operate almost as they currently operate. The major difference would be that department directors of each government would report to the same executive. It would be up to the CEO to “join” operations as the opportunities arose and both legislative bodies agreed. A sample organizational chart is attached for discussion purposes.

Issues:

i) All of the arguments against merger of departments and services as being unfair to either the city or the county would be moot. If the joining of a service is not to the liking of Board of Aldermen or Fiscal Court, they simply don't have to agree to it.

ii) There can be an immediate joining of administrative support departments such as Personnel, Budget & Finance, Legal services that would not affect the delivery of service. There could be a gradual joining of some services without any change in departmental status. For example, coordinating a "joint" paving program through two Works Department, becomes possible, and may lead to some savings without changing other services offered by those two departments to either city or county.

iii) This would, like every other proposal, look like the first step toward "merger" and would, therefore, generate the same kind of opposition. Since it would not mandate any "joining" of services, the support for it may be lukewarm, while opposition will be strong

NA

MEMORANDUM

Office of Jefferson County Judge/Executive
Jefferson County, Kentucky

TO: Commissioner Russ Maple
A District

Commissioner Irv Maze
B District

Commissioner Darryl Owens
C District

FROM: David L. Armstrong
County Judge/Executive



DATE: October 16, 1996

RE: REPORT ON COMPACT NEGOTIATIONS

Pursuant to Jefferson County Fiscal Court Resolution 36 Series 1996, I am advising you of activities recently undertaken. Senior advisors to the County Judge and Mayor have discussed the annexation litigation and its impact upon Compact negotiation and renewal.

CBT/bm

The Filson Historical Society

D4A



City of Louisville
OFFICE OF THE MAYOR

601 W. Jefferson Street • Louisville, KY 40202-2728
(502) 574-3061 • Fax (502) 574-4201
TDD (502) 574-4091



JERRY E. ABRAMSON
MAYOR

CHRISTINA HEAVRIN
DEPUTY MAYOR
EXTERNAL OPERATIONS

CONFIDENTIAL MEMORANDUM

TO: BRUCE TRAUGHBER
DEPUTY COUNTY JUDGE

FROM: CHRISTINA HEAVRIN
DEPUTY MAYOR

DATE: SEPTEMBER 12, 1996

RE: COMPACT

*Per
your
request*

I understood Tim Shaunessey to say at the last meeting with the County Judge and the Mayor that what he wanted was for the Mayor and Judge to propose this "One CEO" concept as part of the renegotiated COMPACT. I have drafted, therefore, the "New Compact Proposal" attached. As you see, this proposal **keeps all of the current provisions** of the COMPACT as is and adds the new "One CEO" with the changes to Fiscal Court and an explanation of how the joining of "services" will work.

As we discussed, IF there is to be one CEO for the City and County then the current freeze on annexations has to continue. In addition, the formula for the sharing of occupational taxes need not be changed because it becomes fairly immaterial whether the new CEO is asking the Board of Aldermen or the Fiscal Court to appropriate the "transferred" money since that one CEO is setting a "county-wide" budget. And the third area of the current Compact - joint agencies - has been addressed. If I am in error on any of the issues contained in the proposal, let me know.

Also as we discussed, the Mayor and County Judge's schedulers are to find a day that can be devoted to meetings on this subject. I think it would be a good idea for you and me, the Mayor and Judge's press people and schedulers(?) to get together to plan the next step. The meetings as I understand it should be with David Karem and Larry Clark; the Commissioners; the Aldermen. Our suggestion is that the Mayor and Judge also meet with the Editorial Boards of the Courier-Journal and Business First; and that they release the proposal to the press that same day. Maybe at a press conference? It is also our suggestion that they try and call key business/community leaders during the day between meetings so that as many people as possible hear of the plan from the Mayor and Judge.

Again, let me know if I've gone off in the wrong direction. I will ask Christy Tapp, my secretary, to set up the strategy meeting.

The Filson Historical Society

NEW COMPACT PROPOSAL

1. Term of the new compact is permanent.
2. The freeze on annexations and incorporations in Jefferson County continue.
3. The sharing of occupational taxes under the same formula continues.
4. One Chief Executive Officer is created as the Executive Authority of both Jefferson County and the City of Louisville with powers and authorities the same as a Mayor of a city of the first class. The office of Mayor is abolished. The office of County Judge/Executive is changed so that there are no executive duties and the Judge remains a member and chair of Fiscal Court nominated and elected County-wide.
5. The role of Fiscal Court is changed to a "legislative role" the same as the Board of Aldermen.
6. The Board of Aldermen and Fiscal Court will continue to determine the appropriations of their respective revenues for services to city and county residents and all current services provided by either government will continue to be provided at the same level unless reduced by action of the Fiscal Court or Board of Aldermen, respectively, through their appropriating authority.
7. The CEO shall be responsible for appointing one director of each area of service delivery.
 - a. County-only funded services, like Corrections, and City-only funded services, like SWMS and Fire, continue as separately funded departments.

b. To the extent there are currently parallel operations, like Police, Works or Parks, but a different level or type of service, the department shall contain two divisions - one funded by the City and the other by the County - to provide the service in their respective jurisdictions with joint funding of the department's administration and joint operations.

c. Support agencies, like Finance and Budget, where there are little or no difference in the services provided need not have separate divisions although both governments will be funding their operations.

d. Joint funding does not mandate equal funding. It would be up to the CEO to propose an appropriate budget for joint contributions and up to the Board of Aldermen and Fiscal Court to provide such contributions.

e. Funding responsibilities regarding the eight joint agencies in previous Compact continue: Crime Commission, APCD, Planning & Zoning and Health Department - County; Human Relations, Zoo, Science Museum and DES - City. Joint funding 50-50 of Library, OED and QCCT continue. Funding Parks Administration 50-50 and Park Operations by park location continues.

8. Employees will remain employees of either the City or County unless changed by future action of Board of Aldermen and Fiscal Court.

9. Expected initial departmental organization and funding sources:

Continue County-funded:

Human Services
Police/County Division
Corrections
Parks/County Division
Works/County Division
County EMS
Law Dept/County Att's office
Personnel Dept./County Division
Outreach/Suburban Cities

Continue City-funded:

Police/City Division
Parks/City Division
Fire/EMS

SWMS

Works/ City Division

Law Dept./City Division

Personnel Dept./City Division

Internal Auditor

Outreach/City Neighborhoods

Joint Funding of administration and/or one department:

Police/Administration-Joined investigative units

Parks/Administration

Works/Administration

Health/Environment

Community Development/HUD

Library

IPL/County inspections

Law Dept/Administration

Personnel Dept./Administration

Finance & Budget

Office of Information Services/Data Processing

Purchasing

Revenue Commission

Outreach/Comm. Services, Office for Women

OED/Louisville Development Authority

HAL/Housing

File

*Comm. Officers
Proposal*

RESOLUTION NO. _____ SERIES 1996

A RESOLUTION REQUESTING AND DIRECTING THE COUNTY JUDGE/EXECUTIVE TO COMMENCE NEGOTIATION ON THE RENEWAL OF THE COOPERATIVE COMPACT OF 1986 BETWEEN THE CITY OF LOUISVILLE AND JEFFERSON COUNTY

WHEREAS, the Compact has resulted in enhanced cooperation between the city of Louisville and Jefferson County; and

WHEREAS, Fiscal Court understands the importance of the Compact to the community's future.

NOW THEREFORE, BE IT RESOLVED BY THE FISCAL COURT OF JEFFERSON COUNTY:

That the County Judge/Executive David Armstrong should immediately commence negotiation of the renewal of the compact with the Mayor of the City of Louisville, Jerry Abramson, and report to the County Commissioners on the status of these negotiations bi-monthly.

Adopted this _____ day of _____, 1996.

DAVID L. ARMSTRONG
COUNTY JUDGE/EXECUTIVE

ATTEST:

MARY BOLTON
FISCAL COURT CLERK

APPROVED AS TO FORM AND LEGALITY:
[Signature]

ASSISTANT JEFFERSON COUNTY ATTORNEY

*DCA/ BT/ LIB
DARRYL BROUGHT
THIS BY - HAS
GIVEN ORIGINAL TO
MARY BOLTON.*

[Signature]

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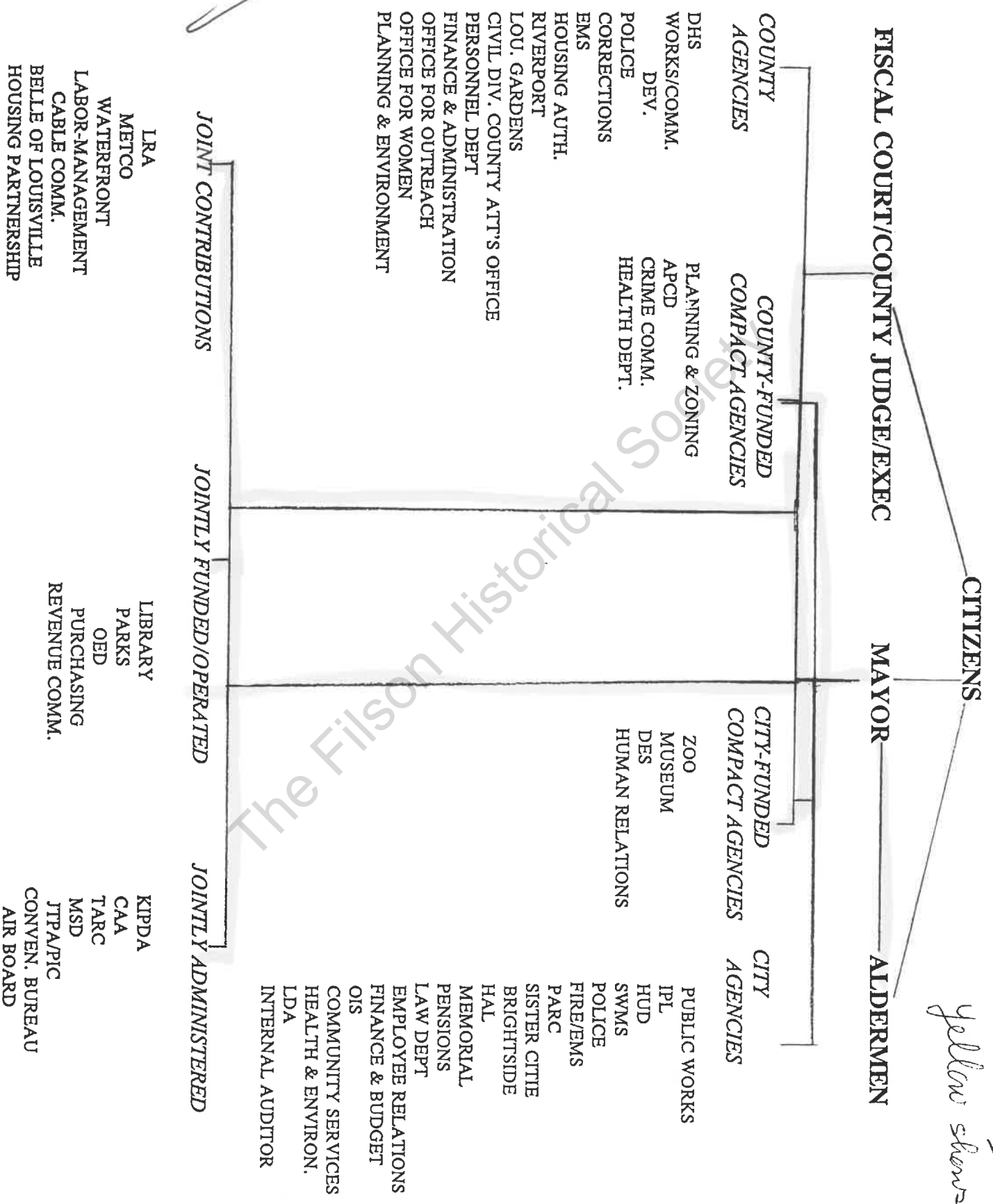
APPROVED AS TO FORM AND LEGALITY:



ASSISTANT JEFFERSON COUNTY ATTORNEY

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Compact
Currently organize
yellow shows overl



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Advantages:

i) That there would be a new county-wide elected official to direct the expenditure of the community's tax resources, but neither the City nor the County has to change its corporate existence.

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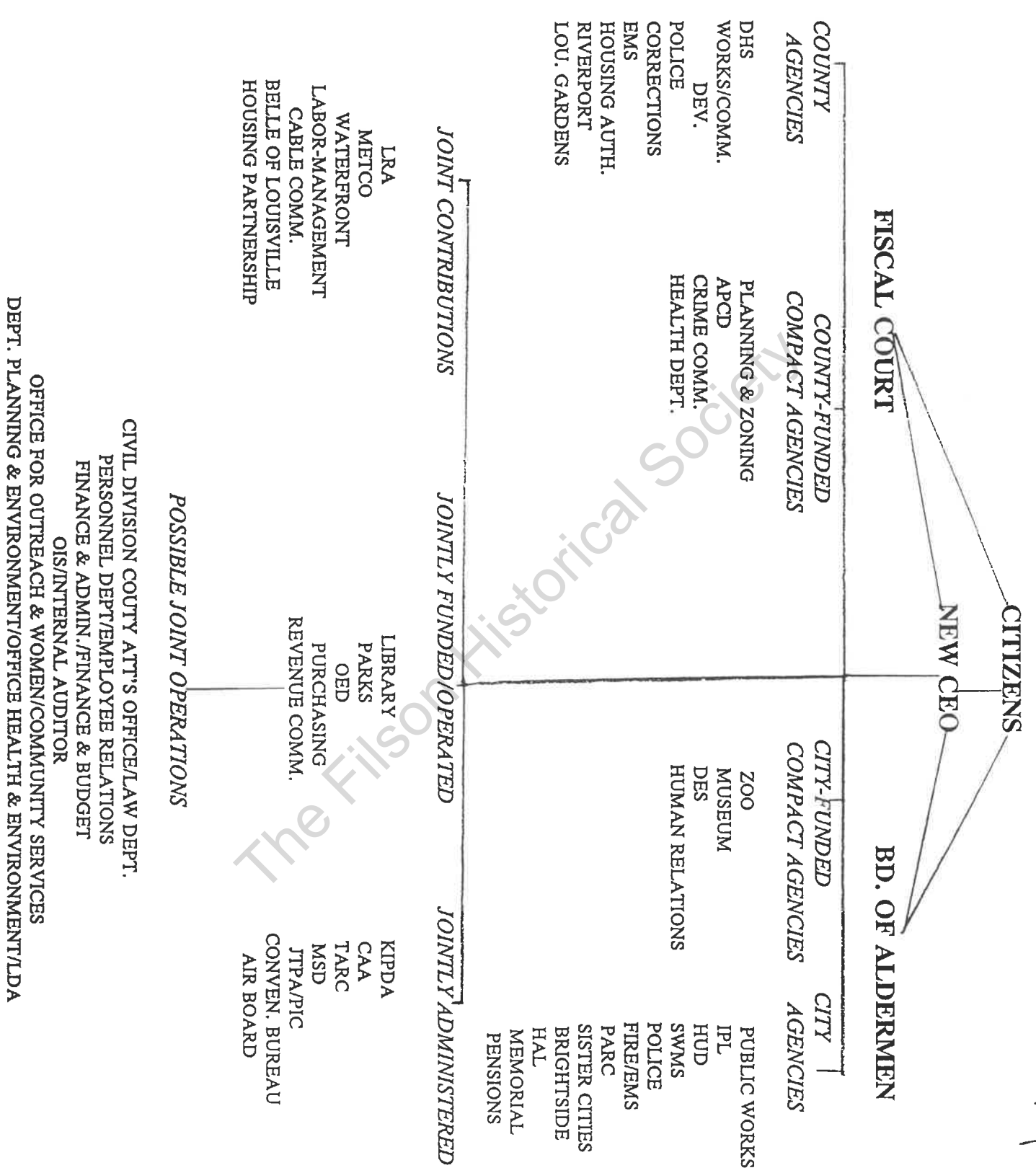
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Proposed



File

Draft

**AGENDA
COMPACT ADVISORY GROUP
AUGUST 20, 1996**

- I. Welcome - Judge Armstrong
- II. The Task - Judge Armstrong
 - A. Role of the County Judge in Compact negotiations
 - B. Role of the Advisory Group
- III. The "Vision" - Judge Armstrong
- IV. Sharing the "Vision" - Group and Judge Armstrong
 - A. Issues based on the present Compact
 - 1. Revenue sharing
 - 2. Annexation
 - 3. Joint agencies
 - B. Issues based on the "Vision"
 - 1. Paradigm breaking
 - 2. What is needed for the 21st Century
 - 3. Can we?
- V. Closure - Judge Armstrong
- VI. Adjourn

*→ Meet as needed.
Call Jimmy Clark - ask what he'd like to do.*

Issues from August 15, 1996 Meeting with Sheryl Snyder

- 1) "Task Force" is no longer a viable public entity--It's job is done.
 - 2) Compact negotiations should center on "vision for the future", not nuts and bolts. They come later.
 - 3) Discussions with corporate/civic leaders by DLA should center on #2.
 - *4) African-American business leaders need to be involved in future governance structure discussions.
 - 5) City of Louisville must remain viable.
 - 6) The power lies with the "guy who spreads the concrete." Refer to the "Powerbroker."
 - *7) "Big tent" strategy (Governance task force, Cornerstone 2020, etc.) has got PR value, but has limitations at truly arriving at solutions to community issues. Need more direction and involvement by staff/professionals.
 - 8) Compact negotiations should show a visible accomplishment that goes to the next level, i.e. combining police non-patrol duties, creating county-wide (or regional) "authorities" to address future issues (economic development infrastructure growth and maintenance, etc.).
- *Not related to compact negotiations per se.

AGENDA
COMPACT DISCUSSION
AUGUST 20, 1996

Fila
"Compact"

- I. Welcome - Judge Armstrong
- II. The Task
 - A. The County and the Compact - Judge Armstrong
 - B. Thoughts Concerning the Compact - Discussion
- III. Closure - Judge Armstrong
- IV. Adjourn

Vision
Goals

duration - 12 yrs / no deadline
→ mid-term - goals,
Presence @ table -

Heering Auth.
Police - phone in of depts.
TARL - County-wide presence.

**Jefferson
County
Governance
Project**

Final Recommendations

D R A F T
1 2 / 2 2 / 9 5

**Jefferson County Governance Task Force
December, 1995**

**Jefferson
County
Governance
Project**

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 Community Development3

 Land Use3

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 Public Works4

 Transportation4

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The Filson Historical Society

Introduction

The Jefferson County Governance Project began in May, 1994, as an initiative of the Jefferson County Judge/Executive, the Mayor of the City of Louisville, the Commissioners, and the Louisville Board of Aldermen.

These local government leaders appointed a 16-person Steering Committee, whose role was to establish a broad-based citizens Task Force that would geographically and demographically reflect Jefferson County's population. The Task Force itself was charged with conducting a "study [of] all governmental institutions and entities in Jefferson County; [making] recommendations to ensure the efficient delivery of governmental services; and [creating] a consensus vision of governmental organizations that best supports the community's future growth and development." It also was called upon to implement the steps required to achieve its vision.

The Task Force, which first met in February, 1995, is composed of 137 members and about 20 alternates drawn equally from all areas of Jefferson County. The group's make-up truly reflects the demographics of this community.

The following pages detail the Task Force's recommendations for proposed changes in the structure of government within Jefferson County, and changes in the way a number of specific governmental services are provided to residents of the County.

These *Final Recommendations* reflect a true accomplishment: after hundreds of hours of study and dialogue by ordinary citizens, they were unanimously adopted and an overwhelming consensus was reached on individual recommendations. This was achieved by the full Task Force operating in general meetings open to both the public and the media.

Prior to final adoption, the recommendations were also presented to local elected officials and interested citizens via five community forums.

This document contains only the recommendations themselves. Supporting data, research and analysis that preceded the Task Force's debate and adoption of these recommendations are contained in a series of five separate *Working Papers* and an earlier *Issues Summary*, prepared mid-way through the process.

At its final meeting on December 16, 1995, the Task Force completed its initial charge, which was to bring forth these recommendations. They now will be conveyed to the Steering Committee, and in turn to the government officials who initiated this process.

Interested readers are invited to contact the Jefferson County Governance Project office at 625-0097 to obtain copies of these prior publications and/or supporting documentation prepared in conjunction with the Task Force's work. Readers may also wish to refer to the "Background" section of this document for additional information about the Jefferson County Governance Project and the process through which the Steering Committee and Task Force have conducted their work.

Recommendations

Local Governmental Structure

The Task Force recommends a county government with an Executive and a County Council with 12 members.*

The restructured government would replace the present Fiscal Court, which is composed of the County Judge/Executive and three Commissioners. The Executive would have traditional executive powers. The Council would have traditional legislative powers. Candidates for Council must live in the district in which they are running. Council members would be nominated by the voters in their districts in the primary election. Elections to the Council and for the Executive would be non-partisan. The two candidates receiving the highest number of votes would run in the general election, and voters countywide would vote for one person from each district. Terms of office should be four-years, with half of the Council running every two years.

The Task Force recommendations envision that the 1996 General Assembly will enact enabling legislation permitting a referendum in November, 1996, on the proposed changes to Jefferson County Government.

The Task Force recommends that certain local governmental services should be rendered on a countywide basis to achieve taxpayer equity, managerial accountability and more effective service delivery.

The Task Force concludes that it is not necessary to merge Louisville into Jefferson County Government to accomplish delivery of some governmental services countywide. The Task Force also concludes that it is not necessary to create a new layer of government to accomplish the delivery of certain local governmental services countywide. These aims would be accomplished by the renegotiation of the Compact between the City of Louisville and the changed County Government. Any transfer to the County

of the obligation to render services county wide and any transfer to the County of a share of the existing occupational tax revenues to pay for those county wide services, should occur as a result of a representatives of Louisville and the County (and any other participating cities) negotiating such transfers in a renegotiated Compact.

The Task Force recommends that the renegotiated Compact should include structural safeguards, so that consolidating certain services countywide does not cause a reduced level of such services in any area.

The Task Force recommends that the City of Louisville's negotiated share of the occupational taxes should be sufficient to render services at a level that acknowledges the continuing importance of a viable Louisville to the entire community.

The other cities situated in Jefferson County, and all fire districts, would retain their present powers and duties, with their present tax base and present services. However, all cities and fire districts would be invited to participate in any agreement consolidating services. Any city or fire district which wanted to participate in the transfer of services and revenues could negotiate the terms of any such transfer with the other parties to any such agreement.

The Task Force recommends that any re-districting occurring after the initial election of Council members should be conducted as a public process by the Council in open meetings. No adjustments to district boundaries should be made outside these meetings. The principles established for districting should be adhered to in all subsequent redistricting.

**See "Addendum" pages 11-13 for additional information supporting the recommendations on local government structure.*

Recommendations

Economic Development

- Consolidate programs and agencies providing duplicate, parallel or equivalent services into one entity responsible for executing a coordinated vision and strategy for economic development throughout Jefferson County; and that is accountable to one governmental body.
- Within the coordinated vision for economic development, create a county-wide approach to redevelopment of older industrial and commercial districts that provides adequate incentives to address the special concerns and differential costs of investment in such districts, compared with newer development areas.
- Increase efforts by all economic development organizations to attract, develop and expand businesses owned by African-Americans, other minorities and women.
- Emphasize redevelopment of property within the City of Louisville for economic development.
- Reconfirm the existing commitment to the Regional Economic Development Strategy and the coordination of economic development as a high priority.
- Increase grass roots participation in the creation, review and implementation of the coordinated community vision for economic development.

Community Development

- Designate one agency, that is accountable to one governmental entity, with the responsibility to execute a coordinated, community-driven vision and strategy for delivery of community development services.
- Redevelop existing neighborhoods and replace obsolete or abandoned housing units throughout the entire county.
- Coordinate the consolidated community development strategy and plan to ensure consistency with strategies for economic development, land use planning and infrastructure investment.
- Increase opportunities for grass roots participation involving all citizens in the visioning and establishment of a coordinated community development strategy.

Land Use

- Create, adopt and implement a county-wide land use and infrastructure plan that is based on long-range planning, focused on long-range goals, and based on sound projections.
- Establish a community wide coordinated capital investment strategy to promote economic and community development, and integrate the strategy with the comprehensive land use and infrastructure plan.
- Strengthen and re-focus the Planning Commission towards policy making in strategic land use, infrastructure and transportation planning.

Services

Recommendations

Services

Boards and Commissions

- Assure diverse and equitable representation on Boards and Commissions.
- Adopt proactive measures to ensure broad-based representation on Boards and Commissions by social/demographic criteria.
- Create a countywide selection and recruitment board to actively recruit, screen and recommend a short list of candidates for appointments to all governmental Boards and Commissions.
- All Boards and Commissions should go through a review process and be revised to assure elimination of any administrative and/or service-related duplication.
- Devise a plan to communicate, publicize, advertise, educate and train all citizens not familiar with membership qualifications for Boards and Commissions.

Public Works

- The Louisville and Jefferson County Public Works Departments should become one entity.

Transportation

- The Kentuckiana Regional Planning and Development Agency's role should be reinforced and expanded to include policy planning and oversight for all modes of transportation so road, rail and river can be integrated and work together. KIPDA's regional authority should include parking, park-and-ride lots, high-occupancy vehicle rules, car- and van-pooling, taxi service and supplemental services for special needs.
- All public transit routes need not converge on Louisville's Central Business District. Route planning should be destination-oriented and express routes should

exist to and between malls, medical centers, industrial parks, factories/major employers and transfer points to other modes of transportation.

Environmental Services

- A Water Management District and Board should be established to have responsibility for countywide policy-setting, enforcement and oversight of water quality.
- Cities in Jefferson County should continue to collect or contract for collection of solid waste and the unincorporated areas should be divided into service areas for management under equitable fee-for-service contracts. Cities should have the option to participate.
- A regional authority should be identified/established to resolve through the consensus of affected jurisdictions those issues that go beyond Jefferson County's geographic boundary.
- The Louisville Office of Health and Environment's "brownfield" operations should be incorporated with the Jefferson County Department of Planning and Environmental Management.

Parks

- The Louisville and Jefferson County Parks Department should be made accountable to one governmental entity.

Health and Human Services - General

- Establish a Metropolitan Human Services Commission.* Ensure that this commission includes balanced geographic and demographic representation - including African-Americans.

Recommendations

Health and Human Services - General

- Establish a Metropolitan Human Services Commission.* Ensure that this commission includes balanced geographic and demographic representation - including African-Americans.

Health

- Indigent care should remain a top priority for U of L Hospital Management.
- Regardless of the structure of the Department of Health, an "overseer" should be assigned or appointed through the department to monitor spending of the Quality & Charity Care Trust Funds (QCCT).

Housing

- Establish one Housing Authority to serve all of Jefferson County.

Public Safety - General

- Regardless of the public safety structure adopted, the technical radio communications system should be improved.
- Coordinate training (including content) for all emergency services.

Police

- Support a long-term vision of a single, equitable, police protection system for all of Jefferson County. It is expected that this may take years, therefore it is recommended that supportive discussions begin and that government endorse ongoing efforts to implement friendly mutual consolidation of suburban city police departments.
- Law enforcement agencies should be able to communicate through the use of a common communications system.

- Establish a Shared Records Information System disseminating information regarding complaints, statistics and data analysis for use by all departments including the Department of Corrections.

- Consistent hiring and training standards should be required for all law enforcement officers within the Jefferson County lines. A regional training facility should be established, located in Jefferson County, which coordinates content (including cultural diversity) for use by all law enforcement agencies.

Fire

- Create a long-term vision for a single fire protection system providing services equitably for all of Jefferson County. Realizing this may take years to develop and implement, it is recommended that government officials support enabling legislation to allow friendly merger of fire districts and begin supportive discussions relating to a single fire protection system.
- Establish a central purchasing system allowing fire districts to purchase supplies in bulk and at a discount. This will also encourage standardization of equipment.

- Establish a review entity with legal standing to review the management of county fire districts.

911 Communications

- Establish a Fully-Enhanced 911 system with two separate locations.

*See "Addendum" page 14 for additional information supporting the recommendations on the Metropolitan Human Services Commission.

Services

Recommendations

The following Principles were reviewed and adopted by the Task Force at its meeting on October 28, 1995 and amended at its meeting on December 16, 1995. The Principles are intended to apply to all recommendations.

Principles

- Inclusiveness, diversity, racial/ethnic sensitivities and community/geographic representation must be guiding principles in all structural and policy decisions. Opportunities for representation by African-Americans and other minorities should not diminish with any changes to the governmental structure within Jefferson county. Consideration of the impact on representation should be given major emphasis in any structure that is recommended by the Task Force.
- Develop a structure of government with an appropriate assignment of functions for delivery of services that ensures and promotes “bottom-up” participation in establishing an overall vision and strategy; and is adequately equipped with legislation to ensure implementation and enforcement via “top-down” means where necessary.
- Representation by Jefferson County residents on all Boards and Commissions should be expanded and made more diverse. Adopt proactive measures to ensure that representation on Boards and Commissions is broad-based, reflecting the social, demographic, geographic make-up of Jefferson County’s population.
- “Louisville” must be visible and competitive in the global economy, regardless of what kind of government structure(s) we choose to deliver services. Achievement of countywide services must not diminish the current level of services provided to the City of Louisville and must protect the City’s infrastructure, as well.
- Any changes to the governmental structure of Jefferson County recommended by the Task Force should be designed to make the delivery of services and the functions of government more efficient, effective and equitable.
- Proposed changes in service delivery must ensure that services and information are accessible to persons with disabilities.

Recommendations

- Implementation should include drafting and securing passage of legislation enabling a referendum on the recommended change in County government, securing passage of the referendum, and facilitating and monitoring the subsequent renegotiation of the Compact between Louisville and Jefferson County.

- The Task Force should remain in place for one year. A committee of Task Force members should be adequately funded and staffed to facilitate implementation of the Task Force's recommendations by local government. The entire Task Force should reconvene periodically to gauge the progress achieved in implementing its recommendations.

Implementation

The Filson Historical Society

Background

This report directly represents the work of a great number of people, as acknowledged in the closing pages. However, it also owes much to earlier community visioning and strategic planning processes that further represent a broad spectrum of community residents and civic leaders. It is this collective vision that supports the steps to strengthen the governmental structure of Jefferson County as a means of improving this region's economic competitiveness, its quality of life and opportunities for its people.

During 1991 and 1992, literally hundreds of area residents participated in *Goals for Greater Louisville*, a broad-based visioning and planning process that looked at many key features that define the well-being of the seven-county region -- from the environment to youth. *Goals* represented a departure from the usual civic agenda-setting and decision-making process, with its strong emphasis on including residents who had not traditionally been involved in such matters -- e.g., young people in the schools. Through information collection, analysis and open balloting in the community, an agenda for the future emerged that called attention to many of the issues and even predicted some of the recommendations contained in the current Governance report.

Paralleling *Goals* and serving as its economic development committee, a second initiative was undertaken to provide a detailed action plan for strengthening the community's business climate. The resulting *Regional Economic Development Strategy: Implementation Plan*, called for a focus on 13 objectives as part of a comprehensive approach to making the region competitive for business attraction, retention and for entrepreneurship. One of these objectives

called for a complete reexamination of the governmental structure in Jefferson County, and spelled out a method for accomplishing that aim and criteria for evaluating its success.

The *Regional Economic Development Strategy* (REDS) was adopted by Jefferson County Fiscal Court and the Louisville Board of Aldermen in late 1992 as their official economic development strategy. The private sector reinforced its commitment to this community agenda through its adoption by the Executive Committee of the Greater Louisville Economic Development Partnership and by the board of the Louisville Area Chamber of Commerce. During 1993 and 1994, the Partnership conducted a major fund raising campaign to help further its business attraction programs and many of the objectives recommended by REDS, including the **Jefferson County Governance Project**.

With agreement by the Jefferson County Judge/Executive, the County Commissioners, the Mayor of Louisville and the president of the Louisville Board of Aldermen, a 16-person Steering Committee was established in May, 1994, to implement the Governance process outlined in REDS. The Partnership agreed to provide funding and The Chamber took on responsibility for staffing and administering the initiative.

A common thread of *Goals*, REDS and the current effort has been their emphasis on significantly broadening the base of involvement in setting priorities and making decisions affecting the future of the community. This philosophy was prompted by an examination of past efforts that had failed to garner community support -- notably two efforts in the early 1980s to merge the governments of Jefferson County and the City of

Background

Louisville, that were defeated at the polls. Reflecting this view, the 16-person Steering Committee was composed of individuals from all areas of Jefferson County, who were diverse in terms of gender and race, and who spanned the range from civic volunteer to elected officials, to leaders from labor and business. Suburban city and fire district officials were also appointed to the Steering Committee along with individuals who had openly stood on both sides of the divisive merger debates of 1982 and 1983, and some whose positions were unknown.

Because REDS called for a Citizens Task Force that was both geographically and demographically representative of the County, the Steering Committee chose an approach that would make the process open to the entire community. During November and December of 1994, intensive public service advertising was conducted via all local media and other public forums, including newspaper advertisements and TV and radio talk shows. More than 1,000 applications were received from individuals who were both residents and registered voters within Jefferson County. The Steering Committee then worked to balance age, gender, race, income and place of residence in selecting an initial pool of 138 Task Force members and some 40 Alternates. The Steering Committee reserved 28 positions for appointments from the City of Louisville, Fiscal Court, the Jefferson County League of Cities and the Jefferson County Delegation to the Kentucky General Assembly, to ensure that those entities who must implement any changes to the governmental structure within the County would be adequately represented.

The Task Force convened its first meeting in February, 1995, and plunged

into an intensive overview of local governmental structure and operations. Through a facilitated approach, considerable emphasis was devoted to establishing effective communication among Task Force members. Time was spent learning the backgrounds and preconceived views of participants, and on team-building and consensus techniques. During its first months, Steering Committee members and professional facilitators helped the Task Force establish internal ground rules and adopt a *Work Plan* and *Timeline*. Steering Committee members also helped set policies for external communication with the media and the public.

By May, the Task Force had completed its broad *Education Phase*, and divided into five Study Groups, each covering a different aspect of local government services, structure or policy-making. (See *Acknowledgments* for a complete listing.) As called for by REDS, the Work Plans developed for each topic placed strong emphasis on looking at the structure of local government and its ability to provide effective and equitable services, rather than merely examining the details of operations and quality of services alone.

The Task Force also entered the *Study Phase* with the help of new leadership: a Chair and Vice Chair were elected from within each Study Group, and subsequently a Task Force Chair and Vice Chair were elected. The group of Task Force and Study Group Chairs and Vice Chairs then worked closely with the original 16-person Steering Committee, the staff, process manager and other consultants to assure completion of the agreed-on work program on schedule -- leading to publication of these *Final Recommendations*.

Throughout the Summer and Fall months, Study Groups undertook an

Jefferson County Governance Project

investigation of local government services, policy-making, and structure that required a tireless commitment by the participants to attend Saturday and evening meetings. Countless hours of testimony were heard from local government officials, outside experts, and service providers in an effort to inform Study Group members of the strengths and weaknesses of current government, and to identify areas where changes could benefit the entire community. Study Groups also analyzed vast quantities of past and current studies, reports, budgets and other documents that helped them develop an objective and realistic view of government and the services it provides. Many groups compared services and governmental operations in Jefferson County with those in other comparable urban areas, to gain a better perspective on the range of approaches that area used, and how we stack up. Media coverage was continuous throughout, and public input and accessibility to the process were, and remain, high priorities of the Task Force. A mid-term report, *Issues Summary* (September, 1995) kept community leaders abreast of the Task Force's progress.

In early October, the five Study Groups finalized their individual recommendations and submitted them to the full Task Force and to the public in the form of *Working Papers*. These documents offered a detailed look at each of the investigated service and structural issues, and included initial findings and recommendations. Intensive discussion ensued within the full Task Force, leading to a winnowing process and identification of those recommendations around which there was a true consensus. Task Force members were also able to bring forward ideas and recommendations freely, including topics outside their indi-

vidual Study Group. Together, these deliberations were captured in the *Preliminary Recommendations* document.

After the release of the *Preliminary Recommendations*, in December 1995, the Task Force hosted a series of five community forums held across Louisville and Jefferson County. This enabled the public to learn about the work of the Task Force and to respond to its recommendations. Collectively, more than 250 citizens participated.

The Task Force gave in-depth consideration to the public's comments at its final meeting on December 16, 1995, and considered a number of amendments to its *Preliminary Recommendations* that reflected this input. Taken together, these *Final Recommendations* were then unanimously adopted by voice acclamation.

Addendum

The following issues were presented to the Jefferson County Governance Task Force by its Study Group on Compact, Structure and Finance. They are intended to help in understanding the recommendations of governmental structure which appear on page 2.

- The Compact between the City of Louisville ("Louisville") and Jefferson County Government ("County") brought "peace in the valley" with a truce to the annexation controversy. The Compact also permitted both Louisville and the County to cooperate on economic development by dividing occupational taxes according to a negotiated formula, rather than by the geographic location of new jobs.

- The Compact has a 12-year term and will therefore expire in 1998. If the Compact is not renegotiated or replaced by then, the sharing of occupational tax revenues between the City and County will expire, creating a potential for a return to the divisiveness which existed prior to the Compact.

- Some local government services could be delivered more efficiently and more effectively, with greater accountability, if they were delivered on a countywide basis by a single service provider.

- Other local government services could be delivered more efficiently and more effectively, with greater accountability, if they were delivered by more local units of government.

- For equity to all taxpayers, countywide taxes should pay for certain services to be delivered countywide.

- Governmental services presently provided directly by Louisville or the County, or through a joint City-County agency, should be reviewed to determine those services which should be rendered on a countywide basis to achieve taxpayer equity, managerial accountability and more effective delivery of services.

- It is not necessary to merge Louisville into Jefferson County Government to accomplish delivery of some governmental services countywide.

- It also is not necessary to create a "metropolitan government," consisting of another layer of government with another layer of taxes, to render certain services countywide.

- The City of Louisville should continue as a government, with a negotiated share of the occupational taxes sufficient to render services at a level that acknowledges the continuing importance of a viable Louisville to the entire community.

- Representation of African-Americans and other minority groups should be given major emphasis in any changes in the structure of local government.

- The other cities situated in Jefferson County should also continue as cities, governing the territory within their respective boundaries, with their present tax base and present services. However, all cities should be invited to participate in any agreement consolidating services. Any city which desired to participate in the transfer of services and revenues could negotiate the terms of any such transfer with the other parties to the particular agreement.

Findings, Conclusions and Recommendations Concerning Local Government Structure

Addendum

**Findings,
Conclusions and
Recommendations
Concerning
Local Government
Structure**

- The fire districts should retain their present powers and duties, including their present tax base. However, all fire districts should be invited to participate in any agreement consolidating fire protection services. Any fire district which chose to transfer the duty to render fire protection in its district, together with its tax base, could negotiate the terms of such a transfer with the other parties to any such agreement.
- All Boards and Commissions should be more representative of the residents of the entire community. Proactive measures should be taken by all local governments to ensure equitable representation on all Boards and Commissions reflecting the diversity of residents throughout the entire community.
- The renegotiated Compact should be an agreement between Louisville and the County, and any suburban city desiring to negotiate a transfer of portions of its services and revenues to the County. This would require only minor changes in the existing legislation permitting the present Compact.
- Any renegotiation of the Compact which transfers to the County the obligation to render certain services countywide must also negotiate the transfer to the County of enough of the existing occupational tax revenue necessary to render those services countywide by the County.
- Thus, the renegotiation of the Compact will involve not only renegotiating the sharing of any future growth in occupational taxes, but also negotiating the transfer to the County of a share of the existing occupational taxes necessary to provide those services it is determined should be rendered countywide by the County.
- Any renegotiated Compact should include structural safeguards, so that consolidating certain services countywide does not cause a reduced level of such services in any area, particularly in the City of Louisville.
- With its negotiated share of occupational taxes — together with its property taxes, profits from the Louisville Water Company, federal grants and other income — the City of Louisville should continue to have significant tax revenue, adequate to render services to its residents and to the Central Business District.
- Any renegotiated Compact should ensure that the City of Louisville continues to share in the growth in occupational taxes without regard to the location of new jobs, in exchange for the City of Louisville repealing its present ordinances proposing to annex unincorporated portions of Jefferson County.
- The statutes governing annexation should be amended to permit cities situated in Jefferson County, including Louisville, to annex unincorporated territory only if the annexation is initiated by a petition from the residents of the area proposed to be annexed.

Addendum

- The statutes which currently permit cities to merge or enter into interlocal agreements, and which currently prohibit a city from annexing another city, should remain unchanged.

- Repealing Louisville's ordinances proposing various annexations would create an unequal bargaining position among the parties to the Compact if the renegotiated Compact were to expire after a fixed term of years in the future. Any renegotiated Compact by which the City of Louisville relinquishes annexation should therefore have an indefinite term and should have a termination provision, making it very difficult for either the City or County to terminate the Compact without the consent of the other.

annexation

The following criteria were adopted by the Governance Task Force on December 2, 1995 to guide establishment of legislative districts under the proposed 12-person council for of government:

1. Council districts should be established in compliance with court guidelines requiring a variation of less than 2.5% (plus or minus) in population, compared with the average district size.
2. Boundaries for establishing districts should recognize communities of interest (including, but not limited to cities unincorporated areas and neighborhoods).
3. Districts to be established should be compact in so far as possible, while meeting the conditions in criteria 1 and 2 above.

Findings, Conclusions and Recommendations Concerning Local Government Structure

Metropolitan Human Services Commission

**“Exhibit 1”
from Health and
Human Services
*Working Paper***

***Public
Housing
Services***

***Human
Services***

***Health
Services***

- **Family Services**
- **Youth Services**
- **Senior Services**
- **Disability Services**
- **Information/Referral Services**
- **Neighborhood Services**
- **Community Grants**
- **Community Planning, Research
and Policy Development**
- **Other**

Addendum

At the final Task Force meeting on December 16, 1995, statements were brought forward by various Task Force members as proposed amendments to the Preliminary Recommendations. All proposed amendments were discussed and voted on individually. Proposed amendments which did not receive affirmative votes by at least 70% of those present are listed below. (The Task Force had established the 70% level as being necessary to reflect consensus.) These statements are presented here to reflect alternative viewpoints and opinions expressed by Task Force members.

Structure

- “Council members would be nominated by the voters in their districts in the primary election and would be elected by the voters in their district in the general election. Candidates for council must live in their district.”
- “The issue of electing council members by district vs. County wide vote should be posed to the voters by referendum, rather than a recommendation by the Task Force.”
- “An in-depth study should be conducted to determine or illustrate how the proposed new government structure can be paid for without raising taxes.”

Public Safety

- “Support the long-term vision of a single, equitable police protection system for all of Jefferson County. The Louisville and Jefferson County police departments should be combined to form a new metropolitan police department using a Community Oriented Policing (COP) philosophy. This does not imply that the county police department take over the city police department. It is intended to mean that a new police department, providing services county wide, be created using the best attributes of each agency. Other suburban city police departments would have the option to negotiate with the new government to be part of the new metropolitan (police) department.”
- “Add to current (of the recommendation regarding a single police protection system) language a supporting statement to request or require public officials to begin exploration of steps to implement long term vision of a single police protection system.”
- Motions were also made to reconsider the long-term vision for a single fire protection system and for police training to be conducted in Jefferson County. The Task Force adhered to its existing recommendations.

Alternative Opinions

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(* Denotes also member of Steering Committee)

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NOTE: The Governance Steering Committee was established by action of the convenors of this process for the purpose of establishing a broad-based Citizens Task Force to study the governmental structure and services within Jefferson County, and determining guidelines and procedures under which the Task Force would operate. The Steering Committee adopted its own statement on the "Role of the Steering Committee," affirming that the Steering Committee would be a guarantor of the process, and that it would be responsible for conveying the Task Force's final report to the convenors and the public. Readers should be aware that the Steering Committee is not responsible for the content of the Final Recommendations; did not have input into their formulation, and the listing of their names is not an endorsement of the recommendations.

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Special thanks to:

The Greater Louisville Economic
Development Partnership for its generous
financial support of this project.

Louisville and Jefferson County
Governments for loaned personnel to the
project.

Jefferson County Public Schools for the
use of their facilities and personnel for
Task Force meetings.

BellSouth Mobility for the use of a
mobile phone.

A. William Dakan, Ph.D., Department of
Geography, University of Louisville, for
research on potential configuration of
proposed county council districts.

The Louisville Area Chamber of
Commerce for office space and adminis-
trative support.

Support

The Filson Historical Society

Jefferson
County
Governance
Project

Final Recommendations

The Filson Historical Society

Jefferson County Governance Task Force
January, 1996

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Introduction

The Jefferson County Governance Project began in May, 1994, as an initiative of the Jefferson County Judge/Executive, the Mayor of the City of Louisville, the Commissioners, and the Louisville Board of Aldermen.

These local government leaders appointed a 16-person Steering Committee, whose role was to establish a broad-based citizens Task Force that would geographically and demographically reflect Jefferson County's population. The Task Force itself was charged with conducting a "study [of] all governmental institutions and entities in Jefferson County; [making] recommendations to ensure the efficient delivery of governmental services; and [creating] a consensus vision of governmental organizations that best supports the community's future growth and development." It also was called upon to implement the steps required to achieve its vision.

The Task Force, which first met in February, 1995, is composed of 137 members and about 20 alternates drawn equally from all areas of Jefferson County. The group's make-up truly reflects the demographics of this community.

The following pages detail the Task Force's recommendations for proposed changes in the structure of government within Jefferson County, and changes in the way a number of specific governmental services are provided to residents of the County.

These *Final Recommendations* reflect a true accomplishment: after hundreds of hours of study and dialogue by ordinary citizens, they were unanimously adopted and an overwhelming consensus was reached on individual recommendations. This was achieved by the full Task Force operating in general meetings open to both the public and the media.

Prior to final adoption, the recommendations were also presented to local elected officials and interested citizens via five community forums.

This document contains only the recommendations themselves. Supporting data, research and analysis that preceded the Task Force's debate and adoption of these recommendations are contained in a series of five separate *Working Papers* and an earlier *Issues Summary*, prepared mid-way through the process.

At its final meeting on December 16, 1995, the Task Force completed its initial charge, which was to bring forth these recommendations. They now will be conveyed to the Steering Committee, and in turn to the government officials who initiated this process.

Interested readers are invited to contact the Jefferson County Governance Project office at 625-0097 to obtain copies of prior publications and/or supporting documentation prepared in conjunction with the Task Force's work. Readers may also wish to refer to the "Background" section of this document for additional information about the Jefferson County Governance Project and the process through which the Steering Committee and Task Force have conducted their work.

Local
Government
Structure

County Council

The Task Force recommends a county government with an Executive and a County Council with 12 members.*

The restructured government would replace the present Fiscal Court, which is composed of the County Judge/Executive and three Commissioners. The Executive would have traditional executive powers. The Council would have traditional legislative powers. Candidates for Council must live in the district in which they are running. Council members would be nominated by the voters in their districts in the primary election. Elections to the Council and for the Executive would be non-partisan. The two candidates receiving the highest number of votes would run in the general election, and voters county wide would vote for one person from each district. Terms of office should be four-years, with half of the Council running every two years.

The Task Force recommendations envision that the 1996 General Assembly will enact enabling legislation permitting a referendum in November, 1996, on the proposed changes to Jefferson County Government.

The Task Force recommends that any re-districting occurring after the initial election of Council members should be conducted as a public process by the Council in open meetings. No adjustments to district boundaries should be made outside these meetings. The principles established for districting should be adhered to in all subsequent redistricting.

County Wide Service Delivery

The Task Force recommends that certain local governmental services should be rendered on a county wide basis to achieve taxpayer equity, managerial accountability and more effective service delivery.

The Task Force concludes that it is not necessary to merge Louisville into Jefferson County Government to accomplish delivery of some governmental services county wide. The Task Force also concludes that it is not necessary to create a new layer of government to accomplish the delivery of certain local governmental services county wide.

These aims would be accomplished by the renegotiation of the Compact between the City of Louisville and the changed County Government. Any transfer to the County of the obligation to render services county wide and any transfer to the County of a share of the existing occupational tax revenues to pay for those county wide services, should occur as a result of a representatives of Louisville and the County (and any other participating cities) negotiating such transfers in a renegotiated Compact.

*See "Addendum" pages 13-17 for additional information supporting the recommendations on local government structure.

Recommendations

Viable City of Louisville

The Task Force recommends that the City of Louisville's negotiated share of the occupational taxes should be sufficient to render services at a level that acknowledges the continuing importance of a viable Louisville to the entire community.

The other cities situated in Jefferson County, and all fire districts, would retain their present powers and duties, with their present tax base and present services. However, all cities and fire districts would be invited to participate in any agreement consolidating services. Any city or fire district which wanted to participate in the transfer of services and revenues could negotiate the terms of any such transfer with the other parties to any such agreement.

Compact Renegotiations

The Task Force recommends that the renegotiated Compact should include structural safeguards, so that consolidating certain services county wide does not cause a reduced level of such services in any area.

Local Government Structure

The Filson Historical Society

Recommendations

Services

Economic Development

- Consolidate programs and agencies providing duplicate, parallel or equivalent services into one entity responsible for executing a coordinated vision and strategy for economic development throughout Jefferson County; and that is accountable to one governmental body.
- Within the coordinated vision for economic development, create a county wide approach to redevelopment of older industrial and commercial districts that provides adequate incentives to address the special concerns and differential costs of investment in such districts, compared with newer development areas.
- Increase efforts by all economic development organizations to attract, develop and expand businesses owned by African-Americans, other minorities and women.
- Emphasize redevelopment of property within the City of Louisville for economic development.
- Reconfirm the existing commitment to the Regional Economic Development Strategy and the coordination of economic development as a high priority.
- Increase grass roots participation in the creation, review and implementation of the coordinated community vision for economic development.

Community Development

- Designate one agency, that is accountable to one governmental entity, with the responsibility to execute a coordinated, community-driven vision and strategy for delivery of community development services.
- Redevelop existing neighborhoods and replace obsolete or abandoned housing units throughout the entire county.
- Coordinate the consolidated community development strategy and plan to ensure consistency with strategies for economic development, land use planning and infrastructure investment.
- Increase opportunities for grass roots participation involving all citizens in the visioning and establishment of a coordinated community development strategy.

Land Use

- Create, adopt and implement a county-wide land use and infrastructure plan that is based on long-range planning, focused on long-range goals, and based on sound projections.
- Establish a community wide coordinated capital investment strategy to promote economic and community development, and integrate the strategy with the comprehensive land use and infrastructure plan.
- Strengthen and re-focus the Planning Commission towards policy making in strategic land use, infrastructure and transportation planning.

Recommendations

Boards and Commissions

- Assure diverse and equitable representation on Boards and Commissions.
- Adopt proactive measures to ensure broad-based representation on Boards and Commissions by social/demographic criteria.
- Create a county wide selection and recruitment board to actively recruit, screen and recommend a short list of candidates for appointments to all governmental Boards and Commissions.
- All Boards and Commissions should go through a review process and be revised to assure elimination of any administrative and/or service-related duplication.
- Devise a plan to communicate, publicize, advertise, educate and train all citizens not familiar with membership qualifications for Boards and Commissions.

Public Works

- The Louisville and Jefferson County Public Works Departments should become one entity.

Transportation

- The Kentuckiana Regional Planning and Development Agency's role should be reinforced and expanded to include policy planning and oversight for all modes of transportation so road, rail and river can be integrated and work together. KIPDA's regional authority should include parking, park-and-ride lots, high-occupancy vehicle rules, car- and van-pooling, taxi service and supplemental services for special needs.

- All public transit routes need not converge on Louisville's Central Business District. Route planning should be destination-oriented and express routes should exist to and between malls, medical centers, industrial parks, factories/major employers and transfer points to other modes of transportation.

Environmental Services

- A Water Management District and Board should be established to have responsibility for county wide policy-setting, enforcement and oversight of water quality.
- Cities in Jefferson County should continue to collect or contract for collection of solid waste and the unincorporated areas should be divided into service areas for management under equitable fee-for-service contracts. Cities should have the option to participate.
- A regional authority should be identified/established to resolve through the consensus of affected jurisdictions those issues that go beyond Jefferson County's geographic boundary.

- The Louisville Office of Health and Environment's "brownfield" operations should be incorporated with the Jefferson County Department of Planning and Environmental Management.

Parks

- The Louisville and Jefferson County Parks Department should be made accountable to one governmental entity.

Services

Recommendations

Services

Health and Human Services - General

- Establish a Metropolitan Human Services Commission.* Ensure that this commission includes balanced geographic and demographic representation - including African-Americans.

Health

- Indigent care should remain a top priority for U of L Hospital Management.
- Regardless of the structure of the Department of Health, an "overseer" should be assigned or appointed through the department to monitor spending of the Quality & Charity Care Trust Funds (QCCT).

Housing

- Establish one Housing Authority to serve all of Jefferson County.

Public Safety - General

- Regardless of the public safety structure adopted, the technical radio communications system should be improved.
- Coordinate training (including content) for all emergency services.

Police

- Support a long-term vision of a single, equitable, police protection system for all of Jefferson County. It is expected that this may take years, therefore it is recommended that supportive discussions begin and that government endorse ongoing efforts to implement friendly mutual consolidation of suburban city police departments.

- Law enforcement agencies should be able to communicate through the use of a common communications system.

- Establish a Shared Records Information System disseminating information regarding complaints, statistics and data analysis for use by all departments including the Department of Corrections.

- Consistent hiring and training standards should be required for all law enforcement officers within the Jefferson County lines. A regional training facility should be established, located in Jefferson County, which coordinates content (including cultural diversity) for use by all law enforcement agencies.

Fire

- Create a long-term vision for a single fire protection system providing service equitably for all of Jefferson County. Realizing this may take years to develop and implement, it is recommended that government officials support enabling legislation to allow friendly merger of fire districts and begin supportive discussions relating to a single fire protection system.
- Establish a central purchasing system allowing fire districts to purchase supplies in bulk and at a discount. This will also encourage standardization of equipment.
- Establish a review entity with legal standing to review the management of county fire districts.

911 Communications

- Establish a Fully-Enhanced 911 system with two separate locations.

*See "Addendum" page 16 for additional information supporting the recommendations on the Metropolitan Human Services Commission.

Recommendations

The following Principles were reviewed and adopted by the Task Force at its meeting on October 28, 1995 and amended at its meeting on December 16, 1995. The Principles are intended to apply to all recommendations.

- Inclusiveness, diversity, racial/ethnic sensitivities and community/geographic representation must be guiding principles in all structural and policy decisions. Opportunities for representation by African-Americans and other minorities should not diminish with any changes to the governmental structure within Jefferson county. Consideration of the impact on representation should be given major emphasis in any structure that is recommended by the Task Force.

- Develop a structure of government with an appropriate assignment of functions for delivery of services that ensures and promotes "bottom-up" participation in establishing an overall vision and strategy; and is adequately equipped with legislation to ensure implementation and enforcement via "top-down" means where necessary.

- Implementation should include drafting and securing passage of legislation enabling a referendum on the recommended change in County government, securing passage of the referendum, and facilitating and monitoring the subsequent renegotiation of the Compact between Louisville and Jefferson County.

- Representation by Jefferson County residents on all Boards and Commissions should be expanded and made more diverse. Adopt proactive measures to ensure that representation on Boards and Commissions is broad-based, reflecting the social, demographic, geographic make-up of Jefferson County's population.

- "Louisville" must be visible and competitive in the global economy, regardless of what kind of government structure(s) we choose to deliver services. Achievement of county wide services must not diminish the current level of services provided to the City of Louisville and must protect the City's infrastructure, as well.

- Any changes to the governmental structure of Jefferson County recommended by the Task Force should be designed to make the delivery of services and the functions of government more efficient, effective and equitable.

- Proposed changes in service delivery must ensure that services and information are accessible to persons with disabilities.

- The Task Force should remain in place for one year. A committee of Task Force members should be adequately funded and staffed to facilitate implementation of the Task Force's recommendations by local government. The entire Task Force should reconvene periodically to gauge the progress achieved in implementing its recommendations.

Principles

Implementation

Background

Vision

This report directly represents the work of a great number of people, as acknowledged in the closing pages. However, it also owes much to earlier community visioning and strategic planning processes that further represent a broad spectrum of community residents and civic leaders. It is this collective vision that supports the steps to strengthen the governmental structure of Jefferson County as a means of improving this region's economic competitiveness, its quality of life and opportunities for its people.

History

During 1991 and 1992, literally hundreds of area residents participated in *Goals for Greater Louisville*, a broad-based visioning and planning process that looked at many key features that define the well-being of the seven-county region -- from the environment to youth. *Goals* represented a departure from the usual civic agenda-setting and decision-making process, with its strong emphasis on including residents who had not traditionally been involved in such matters -- e.g., young people in the schools. Through information collection, analysis and open balloting in the community, an agenda for the future emerged that called attention to many of the issues and even predicted some of the recommendations contained in the current Governance report.

Paralleling *Goals* and serving as its economic development committee, a second initiative was undertaken to provide a detailed action plan for strengthening the community's business climate. The resulting *Regional Economic Development Strategy: Implementation Plan*, called for a focus on 13 objectives as part of a com-

prehensive approach to making the region competitive for business attraction, retention and for entrepreneurship. One of these objectives called for a complete reexamination of the governmental structure in Jefferson County, and spelled out a method for accomplishing that aim and criteria for evaluating its success.

The Regional Economic Development Strategy (REDS) was adopted by Jefferson County Fiscal Court and the Louisville Board of Aldermen in late 1992 as their official economic development strategy. The private sector reinforced its commitment to this community agenda through its adoption by the Executive Committee of the Greater Louisville Economic Development Partnership and by the board of the Louisville Area Chamber of Commerce. During 1993 and 1994, the Partnership conducted a major fund raising campaign to help further its business attraction programs and many of the objectives recommended by REDS, including the Jefferson County Governance Project.

Governance Launched

With agreement by the Jefferson County Judge/Executive, the County Commissioners, the Mayor of Louisville and the president of the Louisville Board of Aldermen, a 16-person Steering Committee was established in May, 1994, to implement the Governance process outlined in REDS. The Partnership agreed to provide funding and The Chamber took on responsibility for staffing and administering the initiative.

A common thread of *Goals*, REDS and the current effort has been their emphasis on significantly broadening the base of involvement in setting priorities and making decisions affecting the future of the community. This philosophy was prompted by an examination of past

Background

efforts that had failed to garner community support -- notably two efforts in the early 1980s to merge the governments of Jefferson County and the City of Louisville, that were defeated at the polls. Reflecting this view, the 16-person Steering Committee was composed of individuals from all areas of Jefferson County, who were diverse in terms of gender and race, and who spanned the range from civic volunteer to elected officials, to leaders from labor and business. Suburban city and fire district officials were also appointed to the Steering Committee along with individuals who had openly stood on both sides of the divisive merger debates of 1982 and 1983, and some whose positions were unknown.

Citizen Involvement

Because REDS called for a Citizens Task Force that was both geographically and demographically representative of the County, the Steering Committee chose an approach that would make the process open to the entire community.

During November and December of 1994, intensive public service advertising was conducted via all local media and other public forums, including newspaper advertisements and TV and radio talk shows. More than 1,000 applications were received from individuals who were both residents and registered voters within Jefferson County.

The Steering Committee then worked to balance age, gender, race, income and place of residence in selecting an initial pool of 138 Task Force members and some 40 Alternates.

The Steering Committee reserved 28 positions for appointments from the City of Louisville, Fiscal Court, the Jefferson County League of Cities and the Jefferson County Delegation to the Kentucky

General Assembly, to ensure that those entities who must implement any changes to the governmental structure within the County would be adequately represented.

First Steps

The Task Force convened its first meeting in February, 1995, and plunged into an intensive overview of local governmental structure and operations.

Through a facilitated approach, considerable emphasis was devoted to establishing effective communication among Task Force members. Time was spent learning the backgrounds and preconceived views of participants, and on team-building and consensus techniques.

During its first months, Steering Committee members and professional facilitators helped the Task Force establish internal ground rules and adopt a Work Plan and Timeline. Steering Committee members also helped set policies for external communication with the media and the public.

Study Group Phase

By May, the Task Force had completed its broad *Education Phase*, and divided into five Study Groups, each covering a different aspect of local government services, structure or policy-making. (See *Acknowledgments* for a complete listing.)

As called for by REDS, the Work Plans developed for each topic placed strong emphasis on looking at the structure of local government and its ability to provide effective and equitable services, rather than merely examining the details of operations and quality of services alone.

The Task Force also entered the *Study Phase* with the help of new leadership: a Chair and Vice Chair were elected from

Background

within each Study Group, and subsequently a Task Force Chair and Vice Chair were elected.

The group of Task Force and Study Group Chairs and Vice Chairs then worked closely with the original 16-person Steering Committee, the staff, process manager and other consultants to assure completion of the agreed-on work program on schedule -- leading to publication of these *Final Recommendations*.

Throughout the Summer and Fall months, Study Groups undertook an investigation of local government services, policy-making, and structure that required a tireless commitment by the participants to attend Saturday and evening meetings.

Countless hours of testimony were heard from local government officials, outside experts, and service providers in an effort to inform Study Group members of the strengths and weaknesses of current government, and to identify areas where changes could benefit the entire community. Study Groups also analyzed vast quantities of past and current studies, reports, budgets and other documents that helped them develop an objective and realistic view of government and the services it provides.

Many groups compared services and governmental operations in Jefferson County with those in other comparable urban areas, to gain a better perspective on the range of approaches that area used, and how we stack up.

Media coverage was continuous throughout, and public input and accessibility to the process were, and remain, high priorities of the Task Force. A mid-term report, *Issues Summary* (September, 1995) kept community leaders abreast of the Task Force's progress.

Development of Recommendations

In early October, the five Study Groups finalized their individual recommendations and submitted them to the full Task Force and to the public in the form of *Working Papers*. These documents offered a detailed look at each of the investigated service and structural issues, and included initial findings and recommendations.

Intensive discussion ensued within the full Task Force, leading to a winnowing process and identification of those recommendations around which there was a true consensus. Task Force members were also able to bring forward ideas and recommendations freely, including topics outside their individual Study Group. Together, these deliberations were captured in the *Preliminary Recommendations* document.

After the release of the *Preliminary Recommendations*, in December 1995, the Task Force hosted a series of five community forums held across Louisville and Jefferson County. This enabled the public to learn about the work of the Task Force and to respond to its recommendations. Collectively, more than 250 citizens participated.

The Task Force gave in-depth consideration to the public's comments at its final meeting on December 16, 1995, and considered a number of amendments to its *Preliminary Recommendations* that reflected this input. Taken together, these *Final Recommendations* were then unanimously adopted by voice acclamation.

Addendum

The following issues were presented to the Jefferson County Governance Task Force by its Study Group on Finance, Compact and Structure. They are intended to help in understanding the recommendations of governmental structure which appear on page 2.

- The Compact between the City of Louisville ("Louisville") and Jefferson County Government ("County") brought "peace in the valley" with a truce to the annexation controversy. The Compact also permitted both Louisville and the County to cooperate on economic development by dividing occupational taxes according to a negotiated formula, rather than by the geographic location of new jobs.
- The Compact has a 12-year term and will therefore expire in 1998. If the Compact is not renegotiated or replaced by then, the sharing of occupational tax revenues between the City and County will expire, creating a potential for a return to the divisiveness which existed prior to the Compact.
- Some local government services could be delivered more efficiently and more effectively, with greater accountability, if they were delivered on a county wide basis by a single service provider.
- Other local government services could be delivered more efficiently and more effectively, with greater accountability, if they were delivered by more local units of government.
- For equity to all taxpayers, county wide taxes should pay for certain services to be delivered county wide.
- Governmental services presently provided directly by Louisville or the County, or through a joint City-County agency, should be reviewed to determine those services which should be rendered on a county wide basis to achieve taxpayer equity, managerial accountability and more effective delivery of services.
- It is not necessary to merge Louisville into Jefferson County Government to accomplish delivery of some governmental services county wide.
- It also is not necessary to create a "metropolitan government," consisting of another layer of government with another layer of taxes, to render certain services county wide.
- The City of Louisville should continue as a government, with a negotiated share of the occupational taxes sufficient to render services at a level that acknowledges the continuing importance of a viable Louisville to the entire community.
- Representation of African-Americans and other minority groups should be given major emphasis in any changes in the structure of local government.
- The other cities situated in Jefferson County should also continue as cities, governing the territory within their respective boundaries, with their present tax base and present services. However, all cities should be invited to participate in any agreement consolidating services. Any city which desired to participate in the transfer of services and revenues could negotiate the terms of any such transfer with the other parties to the particular agreement.

Findings, Conclusions and Recommendations Concerning Local Government Structure

**Findings,
Conclusions and
Recommendations
Concerning
Local Government
Structure**

- The fire districts should retain their present powers and duties, including their present tax base. However, all fire districts should be invited to participate in any agreement consolidating fire protection services. Any fire district which chose to transfer the duty to render fire protection in its district, together with its tax base, could negotiate the terms of such a transfer with the other parties to any such agreement.
- All Boards and Commissions should be more representative of the residents of the entire community. Proactive measures should be taken by all local governments to ensure equitable representation on all Boards and Commissions reflecting the diversity of residents throughout the entire community.
- The renegotiated Compact should be an agreement between Louisville and the County, and any suburban city desiring to negotiate a transfer of portions of its services and revenues to the County. This would require only minor changes in the existing legislation permitting the present Compact.
- Any renegotiation of the Compact which transfers to the County the obligation to render certain services county wide must also negotiate the transfer to the County of enough of the existing occupational tax revenue necessary to render those services county wide by the County.
- Thus, the renegotiation of the Compact will involve not only renegotiating the sharing of any future growth in occupational taxes, but also negotiating the transfer to the County of a share of the existing occupational taxes necessary to provide those services it is determined should be rendered county wide by the County.
- Any renegotiated Compact should include structural safeguards, so that consolidating certain services county wide does not cause a reduced level of such services in any area, particularly in the City of Louisville.
- With its negotiated share of occupational taxes — together with its property taxes, profits from the Louisville Water Company, federal grants and other income — the City of Louisville should continue to have significant tax revenue, adequate to render services to its residents and to the Central Business District.
- Any renegotiated Compact should ensure that the City of Louisville continues to share in the growth in occupational taxes without regard to the location of new jobs, in exchange for the City of Louisville repealing its present ordinances proposing to annex unincorporated portions of Jefferson County.

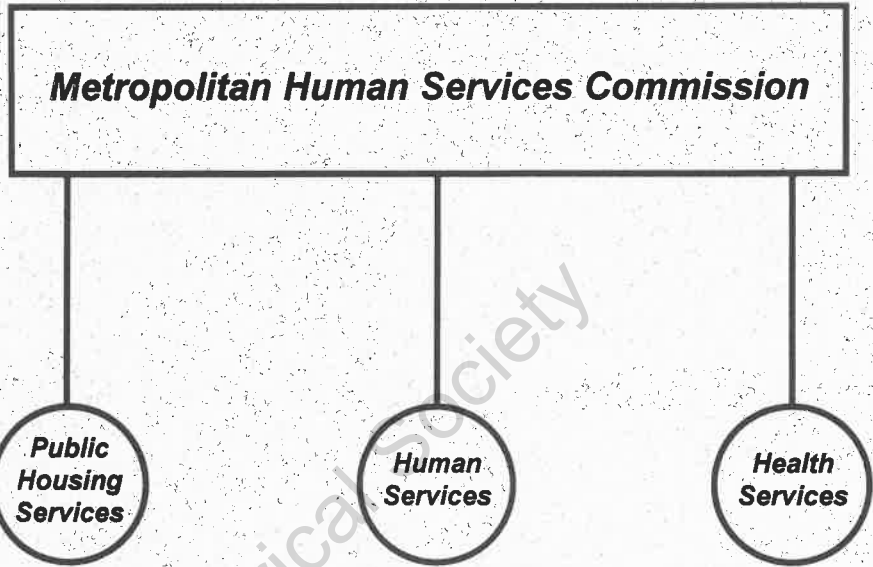
- The statutes governing annexation should be amended to permit cities situated in Jefferson County, including Louisville, to annex unincorporated territory only if the annexation is initiated by a petition from the residents of the area proposed to be annexed.
- The statutes which currently permit cities to merge or enter into interlocal agreements, and which currently prohibit a city from annexing another city, should remain unchanged.
- Repealing Louisville's ordinances proposing various annexations would create an unequal bargaining position among the parties to the Compact if the renegotiated Compact were to expire after a fixed term of years in the future. Any renegotiated Compact by which the City of Louisville relinquishes annexation should therefore have an indefinite term and should have a termination provision, making it very difficult for either the City or County to terminate the Compact without the consent of the other.

The following criteria were adopted by the Governance Task Force on December 2, 1995 to guide establishment of legislative districts under the proposed 12-person council form of government:

1. Council districts should be established in compliance with court guidelines requiring a variation of less than 2.5% (plus or minus) in population, compared with the average district size.
2. Boundaries for establishing districts should recognize communities of interest (including, but not limited to cities unincorporated areas and neighborhoods).
3. Districts to be established should be compact in so far as possible, while meeting the conditions in criteria 1 and 2 above.

Findings, Conclusions and Recommendations Concerning Local Government Structure

**“Exhibit 1”
from Health and
Human Services
Working Paper**



- Family Services
- Youth Services
- Senior Services
- Disability Services
- Information/Referral Services
- Neighborhood Services
- Community Grants
- Community Planning, Research and Policy Development
- Other

Addendum

At the final Task Force meeting on December 16, 1995, statements were brought forward by various Task Force members as proposed amendments to the Preliminary Recommendations. All proposed amendments were discussed and voted on individually. Proposed amendments which did not receive affirmative votes by at least 70% of those present are listed below. (The Task Force had established the 70% level as being necessary to reflect consensus.) These statements are presented here to reflect alternative viewpoints and opinions expressed by Task Force members.

Structure

- "Council members would be nominated by the voters in their districts in the primary election and would be elected by the voters in their district in the general election. Candidates for council must live in their district."
- "The issue of electing council members by district vs. County wide vote should be posed to the voters by referendum, rather than a recommendation by the Task Force."
- "An in-depth study should be conducted to determine or illustrate how the proposed new government structure can be paid for without raising taxes."

Public Safety

- "Support the long-term vision of a single, equitable police protection system for all of Jefferson County. The Louisville and Jefferson County police departments should be combined to form a new metropolitan police department using a Community Oriented Policing (COP) philosophy. This does not imply that the county police department take over the city police department. It is intended to mean that a new police department, providing services county wide, be created using the best attributes of each agency. Other suburban city police departments would have the option to negotiate with the new government to be part of the new metropolitan (police) department."
- "Add to current (of the recommendation regarding a single police protection system) language a supporting statement to request or require public officials to begin exploration of steps to implement long term vision of a single police protection system."
- Motions were also made to reconsider the long-term vision for a single fire protection system and for police training to be conducted in Jefferson County. The Task Force adhered to its existing recommendations.

Alternative Opinions

Acknowledgments

Task Force Chairs & Vice Chairs

(* Denotes also member of Steering Committee)

Task Force Chair

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Task Force Vice Chair

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Leadership

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Stephen Zink, Vice Chair

Public Works, Transportation and Environmental Services Study Group

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William Dakan, Vice Chair

Health and Human Services Study Group

Kathy Fautz, * Chair

Baylor Landrum, Jr., Vice Chair

Public Safety Study Group

Noel Rush, * Chair

Sharon Weston, Vice Chair

NOTE: The Governance Steering Committee was established by action of the convenors of this process for the purpose of establishing a broad-based Citizens Task Force to study the governmental structure and services within Jefferson County, and determining guidelines and procedures under which the Task Force would operate. The Steering Committee adopted its own statement on the "Role of the Steering Committee," affirming that the Steering Committee would be a guarantor of the process, and that it would be responsible for conveying the Task Force's final report to the convenors and the public. Readers should be aware that the Steering Committee is not responsible for the content of the Final Recommendations, did not have input into their formulation, and the listing of their names is not an endorsement of the recommendations.

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Mr. Jack Clark

The Honorable Kyle Everett

The Honorable Lawrence Falk

Ms. Anna Freeman

The Honorable Leonard Gray

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Special thanks to:

The Greater Louisville Economic
Development Partnership for its generous
financial support of this project.

Louisville and Jefferson County
Governments for loaned personnel to the
project.

Jefferson County Public Schools for the
use of their facilities and personnel for
Task Force meetings.

BellSouth Mobility for the use of a
mobile phone.

The League of Women Voters for their
contribution of initial resource materials.

A. William Dakan, Ph.D., Department of
Geography, University of Louisville, for
research on potential configuration of
proposed county council districts.

The Louisville Area Chamber of
Commerce for office space and adminis-
trative support.

Support

Jefferson
County
Governance
Project

600 West Main Street
Louisville, Kentucky 40202
(502) 625-0000
(502) 625-0097

The Filson Historical Society

REC.

AUG 12 1996

OFFICE OF THE
COUNTY JUDGE/EXECUTIVE



*Ho. D.A.
C. S.S.
B.T.*

JEFFERSON COUNTY LEAGUE OF CITIES

August 8, 1996

8-16-96

Gov

file

*Compact
negotiations
1996*

am

Hon. David Armstrong
Jefferson County Judge-Executive
527 W. Jefferson St.
Louisville, KY 40202

Dear Dave:

The Jefferson County League of Cities Board has determined that I, as president, should represent the League in the Compact negotiations pursuant to the resolution passed last month by Jefferson County Fiscal Court.

I would very much appreciate your staff keeping me informed of whatever meetings, sessions, research and information you feel would be most helpful to me and the JCLC in this activity. We certainly welcome and applaud Fiscal Court for its action on this issue and the League looks forward to its participation in this important endeavor.

Thank you, as always, for your kind consideration.

Sincerely,

Lawrence C. Falk

Lawrence C. Falk
President

cc: Hon. Russ Maple
Hon. Irv Maze
Hon. Darrell Owens


The Filson Historical Society



MEMORANDUM

OFFICE OF THE JEFFERSON COUNTY JUDGE/EXECUTIVE
JEFFERSON COUNTY, KENTUCKY

TO: STU SAMPSON
EXECUTIVE ADMINISTRATOR

FROM: DAVID L. ARMSTRONG 
JEFFERSON COUNTY JUDGE/EXECUTIVE

SUBJECT: RON RICUCCI/CITY-COUNTY COMPACT
NEGOTIATIONS

DATE: MAY 6, 1996

In a recent public document, my police chief indicated he had not been afforded the privilege of having information regarding the City-County Compact Negotiations. I would appreciate your taking the time to brief him, not only on the Governance issue which I'm sure he has read about, but to also alert him to the fact there have been no negotiations regarding the Compact. Prior to their beginning, I will certainly inform him of the issues surrounding police.

You might want to brief him in detail as to where we have been spending our time and efforts in the last several months.

DLA:bjc



OFFICE OF

MIKE CONLIFFE

JEFFERSON COUNTY ATTORNEY

1001 FISCAL COURT BUILDING
LOUISVILLE, KENTUCKY 40202

(502) 574-6336
FAX (502) 574-5573

May 1, 1996

Hon. David L. Armstrong
Jefferson County Judge/Executive
Courthouse, Suite 400
527 West Jefferson Street
Louisville, Kentucky 40202

Mr. Russ Maples
A District Commissioner

Mr. Irv Maze
B District Commissioner

Mr. Darryl T. Owens
C District Commissioner

Courthouse, Suite 200
527 West Jefferson Street
Louisville, Kentucky 40202

Re: City-County Compact/Annexation

Gentlemen:

Enclosed please find a very rough draft of a Complaint drawn up by counsel for the City of Louisville over current annexation efforts in the East End of Jefferson County.

This is one of two, and perhaps three, complaints we propose to file jointly with the City of Louisville to enforce the Compact.

Over the last few months, Scott Spiegel, on behalf of the City of Louisville, and I have had discussions with attorneys for three cities in the East End of Jefferson County who have proposed or are proposing annexation efforts which we believe to be in violation of the City-County Compact. Efforts to discuss this with counsel for

Judge - 5/2/96

This will probably be the first test of the statutory annexation procedures under the compact.

I'll monitor and keep you posted.

Jami

these respective cities and convince them that the Compact bars and would void their annexation efforts have thus far been unsuccessful. While we have not totally given up hope of convincing these cities to back down from their positions, we are not particularly hopeful that we will be able to prevent or void their efforts without filing actions in Jefferson Circuit Court.

Currently, we are engaging in some pre-filing discovery on the incorporation, annexation and taxation efforts of these cities, but wanted to advise you all that it is our intent, pursuant to our previous discussions with the Court, to proceed with legal actions against the cities of Barbourmeade and Murray Hill, at a minimum, and perhaps a third city which is also pursuing annexation efforts but is not quite as far along yet.

Yours very truly,



Stuart L. Adams, Jr.
Assistant Jefferson County Attorney

SLAJr/fw
Enclosure

cc: Mike Conliffe (w/encl.)
N. Scott Lilly (w/encl.)

The Filson Historical Society

NO.

JEFFERSON CIRCUIT COURT

DIVISION

CITY OF LOUISVILLE, KENTUCKY
City Hall
Louisville, Kentucky 40202

and

FISCAL COURT
JEFFERSON COUNTY, KENTUCKY
Jefferson County Courthouse
Louisville, Kentucky 40202

PLAINTIFFS

v.

COMPLAINT

CITY OF BARBOURMEADE, KENTUCKY
3516 Breeland Avenue
Louisville, Kentucky 40241

SERVE: Albert Tomasetti
Mayor
City of Barbourmeade
3516 Breeland Avenue
Louisville, Kentucky 40241

DEFENDANT

** ** *

Plaintiffs, City of Louisville, Kentucky and Fiscal Court, Jefferson County, Kentucky, for their claim for relief against the Defendant, City of Barbourmeade, Kentucky, states as follows:

1. Plaintiff, City of Louisville (hereinafter "Louisville") is a municipal corporation duly organized as a City of the First Class.

2. Plaintiff, Fiscal Court, Jefferson County (hereinafter "Jefferson County") is the duly authorized governing body of Jefferson County, Kentucky, pursuant to KRS Chapter 67. Jefferson County is a duly constituted political subdivision of the

Commonwealth of Kentucky creating and existing originally by virtue of an act of the legislature of the Commonwealth of Virginia and is an original county of the Commonwealth of Kentucky.

3. In response to the unprecedented growth of small cities during the 1960's and 70's, in the early 1980's, Louisville embarked upon an extensive annexation program. As part of that program, Louisville ultimately introduced ordinances proposing the annexation of virtually all of the unincorporated areas of Jefferson County.

4. In 1986, in response to an agreement reached between local political leaders, the Mayor of the City of Louisville, the County Judge of Jefferson County, and leaders of the General Assembly, a moratorium on all annexation in Jefferson County was adopted by the General Assembly in the form of KRS 81A.005 through KRS 81A.010.

5. In _____, Louisville introduced an Ordinance stating its intention to annex the territory described therein. See Exhibit A.

6. The effect of this legislative moratorium was to halt Louisville's annexation efforts in Jefferson County and at the same time, to halt the creation and expansion by small cities in Jefferson County. Since the adoption of KRS 81A.005, the compromise has been entirely successful. Louisville has halted its annexation program and the small cities in Jefferson County have halted theirs.

7. Notwithstanding this political compromise which was reached by the political leadership of Jefferson County, and codified by the General Assembly, on April 6, 1995, Barbourmeade decided to ignore this compromise and proceed with the

annexation of a tract of land, more fully described in the Ordinance attached hereto as Exhibit B.

8. The Tract referred to in the Ordinance attached as Exhibit B was included in the property proposed for annexation in Louisville's Ordinance referred to in Paragraph 4.

9. Demand has been made by Louisville and Jefferson County to Barbourmeade to deannex the tract referred to in the Ordinance attached as Exhibit B and Barbourmeade has refused to do so.

10. KRS 81A.005(3) provides:

Once the ordinance stating the intention of the city to annex an area has been given its first reading or enacted by the city legislative body, no part of such area may be incorporated or be annexed by another city, unless such incorporation or annexation is pending at the time the ordinance is given its first reading, until the annexation proposal by the city of the first class is defeated pursuant to subsection (2) of this section or until the ordinance is withdrawn, repealed or amended as to the area to be annexed. This subsection shall apply to any proposing ordinance which has had a first reading or has been enacted as of January 1, 1986. Notwithstanding anything to the contrary in this subsection, any annexation by a city other than the first class or incorporation prior to January 1, 1986 shall not be nullified by the application of KRS 79.310 to 79.330; provided, however, that any city of the first class shall retain any legal annexation priorities which existed on January 1, 1986 to the territory so annexed or incorporated. All pending litigation challenging annexation of a specific unincorporated territory by the city of the first class arising from ordinances proposing to annex such territory enacted prior to July 15, 1986 shall, at the discretion of the court, be remanded on the docket of the appropriate court without prejudice during the term of the compact.

11. The annexation by Barbourmeade of property included within Louisville's Annexation proposal referred to in Exhibit A is void in that it violates KRS 81A.005(3).

WHEREFORE, Plaintiffs, demand as follows:

1. A declaration by this Court that the annexation by the City of Barbourmeade is void;
2. For their reasonable attorney's fees; and
3. For all other relief to which they may appear entitled.

Donald L. Cox
Scott D. Spiegel
LYNCH, COX, GILMAN & MAHAN P.S.C.
500 Meidinger Tower
Louisville, KY 40202
(502) 589-4215
Counsel for the City of Louisville

and

Stuart L. Adams, Jr.
STUART L. ADAMS, JR., P.S.C.
310 West Liberty Street
Louisville, KY 40202
(502) 587-7750
Counsel for Fiscal Court, Jefferson County,
Kentucky



DRAFT

Compact Resolution Talking Points Fiscal Court Meeting 29 May, 1996

Now that we have approved this resolution, I would like to make several things clear about how I, as the chief executive of this government, plan to proceed.

With my vote for this resolution, it is obvious that I concur with my colleagues on this court. It is time to begin re-negotiating a Compact agreement with the City of Louisville. However, there is a much larger group to which we are all accountable and a group which has a great deal at stake in this process.

That group is the Governance Task Force.

I was deeply disappointed and frustrated that we did not gain legislative approval for a referendum on the Task Force's recommendations during the General Session this year. However, I am not dissuaded by that, and I have encouraged the members of the Task Force to not accept that as defeat.

They invested countless hours of their personal time to studying our structure of government. They made valid and thoughtful recommendations about how to improve how government functions in this community. I intend to do all I can as the negotiator for Jefferson County to follow through on their recommendations.

To do so, I have asked the leadership of the Governance Task Force to begin meeting with me to review their recommendations in depth. Our first meeting is scheduled for [date].

I also have written to Governor Paul Patton repeating my request that he include necessary legislative action for the re-structuring of Jefferson County Government (based upon a renegotiated Compact between the City and County) in the call for a special legislative session in 1997.

And, Mayor Jerry Abramson and I have scheduled a meeting to begin discussions which will establish a timeline for negotiations.

Citizens have been more involved in decision making in this community and in this government in the past six years than ever before. I believe that is why our community is moving forward.

There is still much we can do to ensure that the time and effort devoted by the members of the Governance Task Force was not in vain.

MEMORANDUM

(attorney-client privileged and confidential)

Bar
File
Computer
Talks
[Signature]

TO: DAVID L. ARMSTRONG, COUNTY JUDGE/EXECUTIVE
FROM: MARY-JAMES YOUNG, GENERAL COUNSEL *[Signature]*
DATE: 25 APRIL 1996
RE: THE URBAN SERVICES DISTRICT -- KRS Chapter 108

QUESTION:

Whether the County could take any steps to "block" or prevent annexation of unincorporated Jefferson County?

SHORT ANSWER:

The "urban services district," as set out in KRS Chapter 108, theoretically offers the County a way to prevent further annexation of unincorporated portions of the County. The urban services district offers a means for the County to provide "city-type" services to those areas of the county. Once those services are in place, a city seeking to annex those areas could not successfully argue that annexation offers the unincorporated area services that it could not otherwise receive and a city could not successfully argue that annexation justifies the higher city taxes which residents of the area to be annexed would pay in addition to their county taxes.

The Urban Services District (hereafter USD) includes a means for a county to collect fees for these services (KRS 108.020(h)). Thus, the County avoids the untenable prospect of being required to provide additional services with no additional revenue. The County would also be moving towards increased and improved county-wide services -- something that the governance task force recommendations embraced.

Opposition for such a plan could be expected from several different groups: for example, fire protection districts.

The best argument for formation of a USD may be that as Jefferson Countians move out of the "city," they bring to less urban settings their continued desire for the high level of municipal services upon which they relied when they were city residents.

Effect on Pending Annexations

The USD functions as a municipal corporation. Under Chapter 81A, annexation is directed towards unincorporated territory of a county. A series of arguments against pending annexations could be made:

- by its inclusion in a USD, the territory is no longer unincorporated territory subject to annexation by any city
- even assuming for sake of argument that the territory is still subject to annexation, the city cannot offer any services not already provided to the territory by the USD, and therefore the voters will reject the city's offer for services in exchange for additional taxes
- at KRS 81A005(3) after a city has first reading on its annexation ordinance, no part of that area may be incorporated or be annexed by another city -- there is no provision specifically preventing a territory from becoming a USD while an annexation effort is pending

ANALYSIS:

Services Which Can be Provided by a USD

A USD through its council is empowered to provide the following services:

- police and fire protection;
- construction and maintenance of streets, sidewalks, alleys and other drives and walks;
- library services;
- garbage and trash collection and disposal;
- street lighting and street cleaning;
- acquisition, maintenance and operation of parks and playgrounds;
- sewer, drainage, and treatment services and facilities;
- other services and other activities either directly or by contract with a county, city or other district (with contracts setting out what is to be provided and how it is to be financed);
- no sanitation service may be provided IF as of June 16, 1960 a sanitation district already provides that service to the district.

A USD is also empowered to collect fees for services performed and to levy assessments in amounts deemed by the council as necessary to carry out the functions of the district.

Form of the USD (KRS 108.030)

The USD is made up of a district council and a district director.

District Council

- The district council is the legislative and policy-making body of the USD;
- It consists of five (5) members;
- Members are initially appointed by the governor [KRS 108.050], and members are thereafter elected to four year terms at the next general election following creation of the district;
- Members must be qualified voters in the district;
- The council must meet at least monthly, with special meetings called by the director or three members of the council;
- The council may establish its own rules and order of business and may adopt rules and regulations for the functioning of the district;
- Members are paid a salary fixed by the council;
- The Council is to establish departments, offices or agencies to carry out functions and services of the district;
- The Council may establish Civil Service for its employees;
- The Council also appoints the District Director (KRS 108.040)

District Director

- presides over meetings of the council;
- has no right of veto over actions of the council;
- is appointed by the council and serves at their pleasure;
- may be removed from office only after notice and a public hearing;
- may appoint and remove heads of departments of the district, supervise their activities, and, with the approval of the council, appoint and remove other employees, supervise their activities, and fix their compensation;
- receives compensation fixed by the council;
- has no requirement of residence within the district;
- has a deputy who is a qualified administrative officer of the district

Legal Status of the Urban Services District (USD) (KRS 108.010)

The USD is a public body corporate and a political subdivision, with the following enumerated powers

- to adopt and use a corporate seal;
- sue and be sued;
- contract and be contracted with;
- to in other ways "function as a municipal corporation or a natural person"

The USD also has the power of eminent domain, and the specific authority provided by the following chapters of the Kentucky Revised Statutes:

- Chapters 58 (power to acquire and develop public projects and issue revenue bonds);
- 66 (power of counties, cities and taxing districts to issue bonds);
- 79 (power to enter into intercity, intercounty compacts for purchasing and merit systems)
- 107 (power to form community improvement district -- such as the Metropolitan Sewer District)

Procedures for Establishment of the USD (KRS 65.810)

A USD may be created in accordance with the procedures of KRS 65.810 (which sets the method for creating a non-taxing special district):

- Petition must be presented to Fiscal Court
 - signed by a number of registered voters amounting to at least 20% of the average of voters living in the proposed service district and voting in the last four general elections
 - setting out a plan of services with the following:
 - statutory authority for creation of the district,
 - statutory authority for operation of the district,
 - demographics for the district,
 - description of the metes and bounds of the service district, population to be served, beginning date of service, projected effect of service on economic growth, etc.,
 - three year projection of costs vs. revenue,
 - justification for formation of the district,
 - additional information, such as land use plans, drainage patterns, and similar analyses that bear on the necessity and means of providing the proposed services
- Fiscal Court Clerk must notify all planning commissions, cities, and area development districts within whose jurisdictions the proposed service district is located and any state agencies required by law to be notified of the proposal
- Within 30-90 days after receipt of the petition, a hearing must be held (scheduled by the Fiscal Court Clerk). Notices must be published
- Fiscal Court takes testimony from interested parties and solicits recommendations from planning commissions, cities, area development districts, or state agencies
- Fiscal Court must render its decision on the petition within 30 days after the end of the hearing
- Creation of the District is legal upon adoption of an ordinance by Fiscal Court

Appeal from Establishment of a USD (KRS 65.820)

- Appeal is to Circuit Court
- Any city containing at least part of the service area, a state agency or a citizen living in the proposed district may appeal
- Standard for Review: arbitrary and capricious
- Court can affirm, remand for additional findings, or reverse and order approval or disapproval of the district
- No additional evidence may be introduced at Circuit Court, except as to fraud or misconduct affecting the decision of the Fiscal Court

Addition of Territory to a USD

- area of a city or of another district may be added to the area of a USD by agreement between the district council and the legislative body of the city or governing board of another district
- area in an unincorporated area may be added to the USD upon approval of the council and the county judge/executive, when a petition signed by fifty-one percent of the registered voters of that territory is filed with the county judge/executive.
- A USD may include territory in two or more counties

C: Bruce Traugber, Deputy County Judge/Executive
Larry Bond, Chief Administrative Officer

Compact
File

LOUISVILLE AND JEFFERSON COUNTY COOPERATIVE COMPACT

Background

No account of the Compact would be complete without acknowledgment of the unique and capital importance of the election of then-Mayor Harvey Sloane as County Judge in 1985. Sloane, twice elected mayor by the largest majority in any contested election for that office, was elected by the largest majority ever recorded in a race for County Judge/Executive. It would be difficult to over-emphasize the contribution the electoral goodwill enjoyed by one man made to the development and final form of the Compact. But, in a sense, this very strength is also a weakness since, absent Sloane, some of the intricate rationale for the Compact's may appear less than compelling.

The Compact, of course, grew out of a long history of City/County conflict and negotiation, stretching back at least to the 1930s. Early in the 1940s, the first explicit "joint agency" arrangements were made (on a comparatively small scale) between the Wyatt City and Beauchamp County administrations. After the County and City doubled their revenue bases through imposition of the occupational tax in the 1950s, the Cowger/Schmeid City and Cook County administrations initiated an optimistic "metro government movement" through rapid proliferation of joint agencies. The occupational tax and the joint agency expansion, however, had a tendency to tie the two community governments

together like Siamese twins -- each depending on the other, but each equally striving to achieve an individual identity, even at the risk of harming the other.

The 1970s proved to be the moment of identity crisis. First, in 1970, the City's population was marked down from the previous decennial census for the first time ever, giving rise to the (only half-true) impression that the City was declining as an institution. Second, the crisis in the separate City and County school systems, caused by the need to desegregate efficiently, and resulting in merger, created a negative "paradigm" of City/County interests -- a paradigm replete with negative "lessons" for future discussion of City/County issues. Finally, by 1980, when it appeared that the entire County's population and industry were stagnating for the first time ever, both the City and the County were moved to become defensive about their respective revenue bases.

Mainly under the spur of extended (media and business) impetus, first the County (under McConnell) and later the City (under Sloane), began to reach for "grand solutions" to the increasingly bitter and divisive impasse between City and County over revenue and joint agency funding.

The first "grand solution", the "GO-Bill" authorized consolidation efforts of 1982 and 1983, offered urban county government in a form which left virtually everything governmental (including small cities) in place, eliminating only the City of Louisville, but not its revenue base (except for the personal property-tax and the insurance premium surcharge.) Many factors

contributed to consolidated government's narrow rejection by the voters, but the two most important factors were elimination of the largest, but not the smaller cities, and the lack of any positive tangible benefit that could be argued to derive from this form of merger. Indeed, the 1982 effort which failed by only 1,000 votes, was an avowed "negative" coalition, touting elimination of the threat of annexation by Louisville, no change in service levels, and no increase (or even a reduction in some) taxes. Opponents were better prepared for the 1983 effort, obtaining costly changes in the proposed charter, then attacking it as an inevitable "Trojan Horse" for higher general taxes. It should not be ignored, moreover, that the 1982 and 1983 efforts were subordinated rather mercilessly to the personal political timetables of the sitting Mayor and County Judge -- a subordination which, perhaps, denied the time that would have been necessary to prepare and win a majority for a more positive offering.

The failure of the consolidation efforts had the effect of intensifying and crystallizing the issues of City/County conflict. In 1984, the City declared its interest (without Sloane's support) to annex the entire unincorporated County; new small cities began to pop up in answer to the threat from Louisville, and older ones renewed annexation programs of their own. The County, unexpectedly faced with two changes of administration in one year, left formulation of its position to the County Attorney (soon to be defeated in his bid for County Judge) and the Fiscal Court Commissioners (two of whom

commissioned studies on "tax-base sharing" and joint funding formulas.

In effect, the big change of 1984-85 was crystallization of City of Louisville and suburban views on "solutions," accompanied by a sudden, new ambiguity on the part of the County. Aldermanic President Mike Carrell formulated the City's terms: a \$1,000,000 shift from City to County of joint agency funding responsibilities coupled with a formula guaranteeing Louisville a share of the County's occupational tax revenue growth, in exchange for a commitment by the City to drop its wholesale annexation efforts. Equally clear was the suburban and small city formula: stop all Louisville annexation, whatever the cost. The County fiddled -- one day bristling with legal arguments (which it knew were weak) against the City's demands; the next day proposing sweeping, complex revenue-sharing and joint agency funding relations.

What concentrated the discussion, in the months before Sloane's election as County Judge, was the Jefferson County Legislative Delegation's resolve to impose a "solution" in the 1986 General Assembly, if the City and County failed to reach a resolution. The proposed solution was the "O'Brien Bill," which simply would have required a population-based formula for funding the existing joint agencies, frozen the existing City/County shares of occupational tax, and forbidden annexation by the City of Louisville. (Incidentally, it has been calculated that this solution would have been \$1,000,000 to \$2,000,000 more costly to the County annually than the ultimate formula negotiated in the

Compact.) In the fall of 1985, this was the face of the future: Nobody was arguing a "County" solution to the problem of divided government in the community, and a substantial de facto agreement on a solution existed among the City of Louisville, suburbanites, the legislative delegation, business, and the editorialists. The County was going to have to pay for a solution.

PROS

1. The first "pro" then is that the Compact was better than any other available solution. The Compact costs the County less than the O'Brien Bill. It was negotiated by a newly-elected County Judge who would have to live for four years with its consequences. It was an exercise in "home-rule," not a state-imposed regime. It divided joint agencies between the City and County, increasing accountability of public agencies as well as shifting the stipulated \$1,000,000 in funding responsibility from City to County. It stopped the "cannibalization" of the unincorporated County by both Louisville and the small cities' annexation programs. It provided for a joint City/County economic development operation, establishing a basis for a united community marketing effort. And, perhaps most important, for all of the foregoing reasons, it appeared to be a real, pragmatic solution without ostensible "winners" or "losers."

2. The City lost any institutional reason to fear the natural process of its own population thinning or the complimentary commercial and industrial development of the County.
3. Both the City and County were secured in their base-year (1985) revenue, protecting the City against erosion and the County against up-front loss.
4. The County was able to consolidate in one administrative organization the agencies central to the whole community's growth: Air Pollution Control and Planning and Zoning. Additionally, County administration finally put the Planning Commission on a solid fiscal basis for the first time. For the future this coordination of planning and a key environmental control by one community-wide government will have a substantial potential for sound development policy.
5. The County was challenged to devise a coherent and comprehensive health services plan for the people of the whole community. (There is, of course, a related "con").
6. The Compact contributed in 1986 a basis for City/County agreement to the visionary Waterfront/Riverport development plans which promise to optimize river-related land use and to renew the community's use of its original transportation infrastructure -- the Ohio River.
7. Because of its revenue-sharing provisions and the precedent they created, the Compact permitted and encouraged the City and County to collaborate on the Airport Improvement Project (sharing future revenues on a 50/50 basis, although most of the increased property value and jobs will be in the City),

and the County to proceed with the Orange Drive Urban Renewal Project, even though most of the UPS job growth is occurring in the City.

8. The Compact increased the accountability of almost all joint boards and commissions to elected leaders -- not just those agencies which were assigned sole City/County funding. Thus, the Air Board and MSD have shed much of their former autonomy and become closer partners with City and County. MSD, with the help of its new fee schedule, for example, relieved City and County of as much as \$4,000,000 in annual cost (combined) and did so while actively addressing long-neglected environmental problems.
9. Perhaps most important, the Compact removed City/County conflicts, a staple of the previous four decades, from the public agenda.

"CONS"

1. Perhaps because of the peculiar history of its origins, a major flaw of the Compact is that it is too narrowly focused -- on just two of the more than 100 local governing bodies in the region. It is also too narrowly focused in that its joint agency funding provisions apply only to those services that were funded 50/50 by City and County in 1985. The County, in particular, has a long-range interest in a broadening of the Compact to include provisions for revenue-sharing or redistribution between itself and the

scores of small cities outside Louisville. Furthermore, the Compact failed to recognize or address the large interest Louisville and the other cities have in two major, and increasingly costly community-wide services which the County alone provides -- Corrections and Human Services. The Compact treated the cities' (particular Louisville's) abdication from responsibility for these services in the 1970s as a fait accompli, requiring no redress.

Another matter, of increasing importance, is the Louisville Water Company, which the Compact ignored. If the Compact philosophy requires the sharing of resources and their re-direction toward goals of community-wide development, the Compact itself should provide for a re-direction of the Water Company's activities and, perhaps a redistribution of its resources.

2. Although economic development operations were merged and the Compact provided a funding formula (50/50) to support them, no similar agreement was reached on economic development capital investment. The rationale for government investment in economic development is that, with the Compact, growth benefits both City and County governments, according to a pre-agreed formula, no matter where growth occurs. Yet investment decisions continue to be made on an ad hoc basis -- with many projects in the City funded on a 50/50 basis by City and County, and most projects outside the City funded 100% by the County. There are two possible solutions to this problem: Either

develop a new formula for government investment in capital projects, wherever they may be located, or recognize a division of labor, with the City funding 100% of projects within its limits and the County funding 100% of projects outside the City. The latter is probably the more practical solution.

3. Again, because of its history and the practical issues involved in negotiating it, the Compact left two major community-wide services -- Parks and the Library -- in a kind of organizational limbo. These services require direction by leaders who have a "total community" focus, but they remain at the mercy of the old City/County tug-of-war that most of the other joint agencies escaped. This problem is most acute for the Library. It is difficult to conceive, at present, a potential solution to this problem.
4. The timing of the Compact turned out to be extremely bad -- for reasons largely unforeseen and, in any event, beyond the control of the City and County. The loss of revenue sharing affected both governments, but it has caused a particularly acute, and chronic, squeeze in the County. Compounding this problem is the explosion of the jail population between 1986 and 1990, which more than doubled the County's Correction population and its Correction budget. Third, the County's assumption of sole responsibility for the Health Department coincided with a changing of the guard and the philosophy of its management and with regional and national pressures for government to supply a safety net in the costly service of

primary care. The Compact did not create any of these problems, but it had the effect (real and perceived) of providing the city with critical fiscal relief at the very moment the County was entering a prolonged period of fiscal distress. Here, the problem is one of perception which, it is to be hoped, will be dispelled as the County recovers fiscal energy in the 1990s.

5. Because it breaks the natural growth of County revenue, the Compact stymies the efforts of the 1960s and 1970s to enable the County to pursue a "suburban mission." To a degree, these earlier efforts of the Cook and Hollenbach administrations to expand the County's municipal-type services outside the City were a cause of the resentment and conflict that brought the Compact into being in the 1980s. Again, to a degree, the purpose of the Compact was to re-direct the community's public resources toward the center. This re-direction has never been widely debated, but it promises to be a major issue, later in the 1990s, when even a fiscally energetic County Government is unlikely to be able to expand the municipal-type services that a growing community requires.
6. More broadly, the Compact does not provide the community with the single public forum and focus of accountability it increasingly requires. Because it dramatically reduces City/County conflict, it may discourage efforts to unify local government. Some would argue "if it ain't broke, don't fix it," but we may find that the Compact has done

little more than freeze 1985's problems until 1998, by which time the City will be smaller (in population) and the County poorer than they would have been without the Compact.

7. Related to "cons" #5 and #6 is the absence in the Compact of a tangible measure of goals and objectives and the absence of a procedure for periodic review and adjustment of its provisions as their effects become clearer. The Compact was built on the assumption that the elimination of City/County conflict was a sufficient goal. But, already, the community has forgotten the history of conflict (largely because of the Compact) and has moved on to other concerns (in part, because the conflict should never have existed in the first place). Furthermore, the selection of a twelve-year duration for the Compact cuts against the grain of the political reality that administration can change every four years, and that when they do change it is often because the voters want a change in emphasis. Although it is doubtful that voters sought such a change in 1989, it is likely that they will in the 1990s (whether the person elected to office changes or not). The Compact should set quantifiable objectives for revenue redistribution and cost-shifting between City and County, and should be subject to review and adjustment by agreement of the parties at least once every four years, following the elections of Mayor and County Judge.

MEMORANDUM

JEFFERSON COUNTY

*File under
"Compact items"
DPA*

To: David L. Armstrong
County Judge/Executive

From: C. Bruce Traugher *CBT*
Deputy County Judge/Executive

Date: March 6, 1996

Re: DES Siren List

Enclosed is your list of sirens from Disaster and Emergency Services. There were no new sirens installed since 1990 by DES, but a few were replaced.

The Rubbertown warning system shows as Private Sirens that are included in the DES system.

CBT:lf

Enclosure

The Filson Historical Society

SIREN LIST

Louisville/Jefferson Co. Disaster and Emergency Services

PUBLIC SIRENS

1. City Hall, 601 W Jefferson (Replaced 1995)
2. Anchorage Police Station, 11506 Park Hill Rd (Replaced 1995)
3. LG&E Substation , NE Corner of Bards town & Hurstbourne Ln.
4. Louisville Water Co., 5200 Gathwright (Relocated from water Co. building on Brownsboro Rd in 1987)
5. Memorial Auditorium, 970 S. 4th St.
6. Portland Boys Club., 2509 Portland Ave
7. Waggener High School, 330 South Hubbards Lane (formerly at St. Matthew's Armory)
8. Pleasure Ridge Park VFD, 4500 Kerrick Way
9. Audubon School ,1051 Hess Ln.
10. Bates Ele. School, 7601 Bardstown Rd.
11. Belknaps School, 1810 Sils Ave.
12. Bloom School, 1627 Lucia Ave
13. Blue Lick School, 9801 Blue Lick RD
14. Bowen Ele. School, 1601 Roosevelt Ave.
15. Cochhrane Ele. School, 2511 Teregaron Ave.
16. Conway Middle School, 6300 Terry Rd
17. Crosby Middle School, 303 Gatehouse Ln.
18. Dunn School, 2010 Rudy Ln./
19. Eastern High School 12400 Old Shelbyville Rd.
20. Eisenhower School, 5300 Jessamine Ln.
21. Hartstern School, 5200 Morning side Way
22. Logan Street Garage, 935 Logan St. (Relocated from Mary St. in 1989)
23. Jefferson. Co. Bd. of Education, 3332 Newburg Rd
24. Jeffersontown High School, 9600 Old Six Mile Lane
25. Kenwood Ele. School, 5408 Bruce Avenue
26. Kerrick School, 2210 Upper Hunters Trace
27. Klondike Ele. School, 3807 Klondike Ln.
28. Lowe Ele., 210 Oxfordshire Ln.
29. Minors Ln. School, 8510 Minors Ln..
30. Newburg School, 5008 Indian Trail
31. Roosevelt Perry School, 1606 Magazine Street
32. Rutherford Ele. School, 301 Southland Boulevard
33. Seneca High School, 3510 Goldsmith Ln.,
34. Shawnee High School, 4018 West Market St.
35. Shaffner Ele. School, 2701 Crums Ln..
36. Southern High School, 8620 Preston Highway
37. Southern Middle School, 4530 Bellvue
38. Southwick School, 1507 South 37 th St.
39. E.L. Minnis Junior Academy, 1337 Dixie Highway
40. Stuart Middle School, 4601 Valley Station Rd.
41. Trunnel School, 7609 St. Andrews Church Rd.

42. Reynolds Building, U of L Belknap Campus (To be relocated to parking lot south of Reynolds Bldg. 1996)
43. Watson Ln. School, 7201 Watson Lane
44. Westport Middle School, 8100 Westport Rd.
45. Wheeler School, 5410 Cynthia Dr.
46. Wilder Elementary School, 1913 Herr Ln..
47. Wilkerson Elementary School, 5601 Johnstown Rd.
48. Zachory Taylor Ele. School, 9602 Westport Rd
49. Black Mudd Fire Department, 1714 Rangeland Rd. (Located on Parks Dept. Property next to Fire Dept. in 1991)
50. Buchel VFD, 4101 Bardstown Rd.
51. Camp Taylor VFD #1, 1441 Lincoln Ave.
52. Camp Taylor VFD #2, 4679 Poplar Lever Rd.
53. Dixie Suburban VFD, 1904 Park Dr.
54. Eastwood VFD, US Highway 60 and Echo Trail Rd. (Replaced 1994)
55. Edgewood VFD, 1127 Orchard Ave.
56. Fairdale VFD, Fairdale Ky.
57. Fern Creek VFD #1, Post Office Box 91025
58. Fern Creek VFD #2, Post Office Box 91025
59. Fern Creek VFD #3, Post Office Pox 91025
60. Harrods Creek Vfd #2, 4308 Lime Kiln Ln..
61. Highview VFD #1, Post Office Box 91074
62. Highview VFD #2, Cedar Creek Rd.
63. Jeffersontown VFD, 10540 West Watterson Trail
64. Lake Dreamland VFD, 4912 Camp Ground Rd
65. Lake Dreamland VFD # 2, 3226 Stegner
66. Louisville Division of Fire, 1761 Frankfort Ave.
67. Louisville Division of Fire, 34 th and River Park Drive
68. Lyndon VFD #1, 8126 Violet Ave
69. Alex & Kennedy Ele. School, Taylorsville Rd. (Relocated in 1985 for MacMahan VFD)
70. Okolona VFD #2, 8501 Preston Highway
71. South Dixie VFD, Post Office Box 182
72. South Dixie VFD #2, 6501 Bethany Ln..
73. Worthington Vfd #1, 4700 Murphy Ln..
74. Worthington VFD #2, 4700 Murphy Ln.. (Replaced in 1994)

PRIVATE SIRENS

These Sirens are on the D.E.S. System put are privately owned.

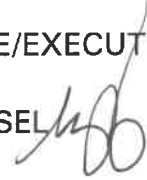
1. Elliott Park, Located on the 29 th St. side of park between Elliott Ave. and Magazine St.
2. Shawnee Park, Located inside the maintenance compound near the park corner of Broadway and Southwestern Pkwy.
3. John F. Kennedy School, 3807 Young Ave
4. Cane Run School, 3951 Cane Run Rd.
5. Triangle Refineries, 4724 Campground Rd
6. Crums Lane School, 3212 South Crums Ln..
7. Riverside Gardens Park, Located at the end of parking log straight back from the lees Ln.. entrance.
8. Unnamed, Corner of Lower Hunters Trace and Crockett Dr. Located on the south side of Lower Hunters Trace a few hundred feet west of Crockett Dr.

All of these units have been put into service on the D.E.S. system since 1990.

File

MEMORANDUM

TO: DAVID L. ARMSTRONG, COUNTY JUDGE/EXECUTIVE

FROM: MARY-JAMES YOUNG, GENERAL COUNSEL 

DATE: 5 FEBRUARY 1996

RE: THE COMPACT, ANNEXATION ISSUES AND GOVERNANCE STRUCTURE

Introduction:

By Memo, Chief Administrative Officer Larry Bond requested a digest of present law related to annexation. Since that time, other issues concerning the statutory enactment of the compact and annexation as affected by the compact have also arisen. This Briefing Memo addresses these issues.

I. Statutory Requirements for Agreements Between and Among Local Governments

Kentucky Revised Statutes establish two mechanisms for agreements between or among local governments, including cities and counties and other local agencies. Those two mechanisms are the interlocal agreement and the compact (sometimes referred to as a "contract.") Each of those mechanisms is established under a different Chapter of the Kentucky Revised Statutes, and the rules of application for each are different.

A. The Interlocal Cooperation Act -- KRS Chapter 65.210 to 65.300

- Entities other than local governments are included among the entities which can participate in Interlocal Agreements. KRS 65.230. And, those participating entities must have approval of the proposed agreement by their governing bodies. KRS 65.240(2).
- Cities and Counties can agree to share their revenues (and, agree to the "split" of such shared revenues) by interlocal agreement. KRS 65.245(2)
- Interlocal agreements must contain provisions for financing the joint or cooperative undertaking in the agreement. KRS 65.250.
- Interlocal agreements must be submitted for approval to the Attorney General. The Attorney General is required to approve those agreements in proper form and compatible with the laws of Kentucky. (Failure to Disapprove an Interlocal Agreement within 60 days of submission constitutes approval). KRS 65.260.

- Certified Copies of Interlocal Agreements must be filed with the county clerk and the Secretary of State. KRS 65.290
- An Opinion of the Attorney General (OAG 79-309) further clarified and explained the Attorney General's interpretation of the Interlocal Cooperation Act, as follows:
 - Each of the governmental units participating in an interlocal agreement must itself have the statutory authority to exercise such powers unilaterally. Cities and Counties have only those powers expressly granted by the legislature or those necessarily implied and properly incident to the granted powers;
 - The Interlocal Cooperation Act permits two major types of agreements:
 - joint conduct by two or more governmental units of a particular function or joint operation of a particular governmental facility -- a joint agreement --, or
 - provision of governmental services on a contractual basis by one unit of government to one or more additional units -- a cooperative agreement.
 - The Interlocal Agreement may provide either separate legal or administrative entity for the undertaking or use existing administrative entity of one or more of the governmental units

B. City-County Compacts -- KRS Chapter 79.110-79.330

[NOTE: This is the Chapter under which the current city-county compact was negotiated, and the terms of that compact were incorporated into the Kentucky Revised Statutes at KRS 79.310 -- 79.330. If the General Assembly approved, nothing would prevent the city and county from entering into a new compact, to be enacted at these same sections of Chapter 79, which would hold the annexation rules in place. Otherwise, even if another compact were negotiated, the first class city would operate for annexation procedures as if no compact existed, based on the language of the statutes -- that is, only a the specific compact set out in Chapter 79 triggers the "compact in place" annexation rules.]

- Governing bodies of any two or more political subdivisions within the same county (including a fiscal court) may enter contractual arrangements with each other for performance of governmental services anywhere in the county. KRS 79.110
- Any contractual arrangement must include the names and clear definitions of the services to be performed, the subdivision responsible for the rendition of the services, the area within which the services are to be performed, the means of payment for the costs of the services, and, when the county is one of the

contracting parties, "take cognizance of the fact that city residents are county residents and taxpayers to both governments, and provide for equitable distribution of the cost of providing the services." KRS 79.120

- For the purpose of this chapter, officers, agents, servants and employees of the subdivision of government providing the service are authorized to act within the area covered by the agreement, and that authorization is not considered to be the holding of incompatible offices KRS 79.130 (i.e. this references the constitutional and statutory provision which states that the offices of "city officer" and "county officer" are incompatible, and that a person cannot hold both offices at the same time.)
- Other political subdivisions within the county can be included in the contract, if all of the parties agree to the inclusion. KRS 79.140
- City and County offices deemed unnecessary because of the contract can be abolished by ordinance or by declaration of the governing body, EXCEPT for offices held by elected officials, which cannot be abolished until the end of the term of the incumbent. KRS 79.150.
- A contract entered into between two or more subdivisions of government in a county must be for a term of at least two years but not more than four years, and one year before the termination of the contract each party must give each other party written notification of its intent to enter a new contract concerning the services rendered or received, or its intent to terminate the arrangements. KRS 79.170.
- The Compact between the city and county is to last for twelve years (from 1986) with immediate termination if any provision of KRS 79.310 through 79.330 is amended or repealed by the General Assembly. The Compact is subject to amendment by the city and county, so long as no amendment conflicts with KRS 79.310 through 79.330.
- The Compact sets three major matters to be agreed upon:
 - annexation by the city of the first class must be by KRS 81A.005;
 - occupational taxes collected are to be divided in accord with the formula established by the compact;
 - control and responsibility for specific boards, commissions, and agencies established or controlled by the city or the county or the city and county jointly must be in accord with the provisions of the compact.

C. Comparisons between the two mechanisms for agreements between cities and counties

- The Compact is a contract between two or more subdivisions of a county. The only "approval" it requires is agreement between/among the parties to it.
- An Interlocal Agreement is also a contract, but it can be between subdivisions of a county, two or more cities, two or more counties, cities and other public agencies, counties and public agencies, cities and counties and agencies of state government, etc. It must be approved by the Attorney General, and, if it impacts a state agency or department, by the head of that agency or department.
- Depending on the issues covered, it would seem to me better to use the Chapter 79 provisions and avoid Attorney General involvement.
- There would be no legal requirement that such a compact be incorporated into the Kentucky Revised Statutes, as the present one is; however, any final action on annexation which would affect non-parties to the compact might best be incorporated in the statutes, because the courts have long-recognized that annexation is a creature of the legislature (and for that reason the legislature has authority to change the rules governing it). The statutory provisions of the current compact will likely be removed from the Kentucky Revised Statutes once they have expired.

II. Current Annexation Law for Jefferson County

KRS Chapter 81A governs annexation and reduction of territory in counties containing first class cities. Under that Chapter, the rules are different for annexation by a first class city which has a compact with the county and for annexation by a first class city that has no such compact. Also, the rules for annexation by any other class of city in that county are different from those governing first class cities.

A. Annexation Rules For First Class City While a Compact is in Effect (KRS 81A.005)

- The specific statutory provisions of the current compact are cited in this chapter. It would appear that after the expiration of the current compact (KRS 79.310 to 79.330) the annexation rules will change [see Point II, B of this memo, below].
- For annexation to be accomplished by a first class city during the existence of a KRS 79.310, et seq., compact, the city must first re-enact the ordinance, and deliver a certified copy of the ordinance to the county clerk. The county clerk must then prepare the

question for the voters in every affected precinct in that territory. If more than 50% of those voting on the question approve of annexation, the city may proceed with annexation. If 50% or more disapprove the annexation, it does not occur and annexation cannot be again proposed for 5 years.

- No other city can initiate annexation of territory until a pending annexation proposal by a first class city is defeated by vote of those affected or withdrawn by that first class city. The first class city retains its priority for any pending annexation ordinance, during the pendency of the compact, and any pending litigation on the matter is to be remanded from the court's docket during the term of the compact.

B. Annexation By First Class Cities Without a Compact in Effect (KRS 81A.010, .020)

- A first class city not under a compact with its county can annex territory by merger with a contiguous city, or by ordinance. If no petition protesting the annexation has been filed in the circuit court within 30 days of the enactment of the ordinance, the city can enact another ordinance annexing the territory.
- If a petition remonstrating the annexation is filed in the circuit court by an affected resident or freeholder of the territory, within 30 days of enactment of the ordinance proposing the annexation (with summons served on the chief executive officer of the city), setting forth reasons the territory should not be annexed, the city must answer in 20 days, and the case is tried as a jury case. The jury must find either that 75% of the freeholders of the territory have remonstrated, annexation shall not take place, unless the jury finds that a failure to annex "will materially retard the prosperity of the city, and of the owners and inhabitants of the area sought to be annexed. . .in which case the annexation shall take place notwithstanding the remonstrance."
- Also, the first class city proposing annexation must hold public hearings and prepare a report setting forth plans for extension of services to the area proposed to be annexed, prior to enactment of any ordinance proposing annexation. (KRS 81A.050, .060) Information from those public hearings must be taken into consideration by the Board of Aldermen when considering enacting an annexation ordinance.

C. Powers of Annexation for other cities in county containing first class city KRS 81A.400, .420

- A city's boundaries may be extended to include any area adjacent or contiguous to the city's boundaries at the time annexation is begun, and which by reason of population density, commercial,

industrial, institutional or governmental use of land or subdivision of land is urban in character or suitable for development for urban purposes. No annexation may include territory within the boundary of another incorporated city. Two areas which are not contiguous or adjacent to each other may be annexed by the same city, simultaneously.

- Annexation may be accomplished by if each of the property owners gives prior written consent to the annexation. Otherwise, the city must enact an ordinance declaring its intent to annex the territory. If within 60 days of the ordinance, 50% of the resident voters and property owners within the territory petition the mayor in opposition to annexation, an election on the question must be held at the next regular election. At that election, if less than 55% of the voting oppose annexation, the territory is annexed. If not, the ordinance is ineffectual and there is no annexation. (There can be no further attempt at annexation for five years, KRS 81A.460). If there is no objection to the proposed annexation, the territory is annexed.
- Any notice of proposed annexation is voidable by the circuit court if the court finds that the city "failed to substantially comply" with the statutory requirements of notice and publication of the ordinance, and the "failure resulted in material prejudice to the substantial rights of affected property owners." KRS 81A.425.

D. Comparisons between Rules for First Class City and Other Cities

1. Compact in Effect for First Class City

- No other city can initiate annexation process if the first class city has pending an annexation ordinance for that territory. First class city must first lose an annexation vote or withdraw its ordinance. The first class city retains its priority for any pending annexation ordinance, during the term of the compact. Pending litigation is remanded during the term of the compact.

2. No Compact in Effect for First Class City

- Protest of First Class city's annexation ordinance must be within 30 days; protest of any other city's annexation ordinance must be within 60 days.
- Jury trial on the question of annexation for first class city; no jury trial for any other city's annexation. For any other city, annexation is question for voters -- following petition to the mayor who proposed the annexation. If less than 55% of voters oppose annexation, it occurs. If 55% or more oppose, the annexation fails and cannot be attempted for

five years. For any other city, possible appeal to a circuit court on question of substantial compliance with notice and publication requirements for annexation.

- Any other city may annex with prior written consent of the property owners.

Conclusions:

In order to hold the annexation at status quo, any successor compact would have to be negotiated for inclusion in KRS Chapter 79, specifically amending KRS 79.310 -- 79.330.

Otherwise, either Chapter 65 or Chapter 79 provides a mechanism for an agreement between a city and a county. Court challenges from other cities (which must follow annexation procedures different from those set out for first class cities) are likely if the compact expires without enactment of a new compact addressing annexation.

C: Larry Bond, Chief Administrative Officer
Stu Sampson, Executive Administrator

theZOO

LOUISVILLE

Louisville Zoological Garden
1100 Trevilian Way
P.O. Box 37250
Louisville, Kentucky 40233
502 459-2181

File
To: DCA
cc: Larry S.

Conyford

FEB 26 1993

February 11, 1993

Media Release

CONTACT: Debbie Sebree
Diana DeVaughn

FOR IMMEDIATE RELEASE

The "Next Generation Zoo" is off and running!

Louisville Zoo Campaign General Chairman Joe Corradino and Zoo Director William R. Foster, DVM, are proud to announce the receipt of \$12,182,330 in donations and pledges for Phases I and II of the "Next Generation Zoo" expansion project.

These gifts of support place the Zoo at mid-point of the \$25,000,000 goal for the first two phases of the "Next Generation Zoo" Master Plan. The Master Plan expansion will help the Zoo become a destination-status attraction for the Louisville area.

"Next Generation Zoo" Master Plan:

The comprehensive Master Plan will significantly increase the animal representation, heighten the educational opportunity and add a strong botanical aspect throughout the Zoo. Dr. Foster explained the effect of the Zoo's new biome concept would be to "immerse the visitor into the total habitat of the animals."

Campaign Pledges:

(As of February 10, 1993)

City of Louisville	\$ 5,000,000
James Graham Brown Foundation	3,000,000
Paul Ogle Foundation	1,000,000
Brown-Forman Corporation	800,000
UPS	500,000
J.J.B. Hilliard-W.L.Lyons, Inc.	25,000
Individuals and Bequests	693,345
Zoo Family (Zoo Staff, Zoo Foundation Board and Zoo Society)	1,088,985
Institute of Museum Sciences	<u>75,000</u>
Total	\$ 12,182,330

Donations History:

City of Louisville - \$5,000,000:

Mayor Jerry E. Abramson put the "Next Generation Zoo" campaign in motion with his \$1,000,000 challenge grant, renewable annually on



"Next Generation Zoo"/DeVaughn/2

a five-year basis. This was an equal match grant which has been met.

James Graham Brown Foundation - \$3,000,000:

The Brown Foundation gift positions the Zoo in the philanthropic marketplace with their pace-setting donation which is designated for the entry plaza. Well-known for their thoroughness in selecting worthy projects, the Brown Foundation donation adds a considerable incentive for other foundations to become involved in the Zoo project. This is a two-for-one matching grant which excludes the City of Louisville pledge. To date this, 70 per cent of this grant has been matched.

Paul Ogle Foundation - \$1,000,000:

This is only the second donation to a Kentucky entity from this Jeffersonville, Indiana, based foundation. The funds are designated to the botanical aspects of the Zoo.

The Corporate Gifts to date total \$1,325,000. These funds are unrestricted and will go to Phases I and II of the "Next Generation Zoo" Master Plan.

Brown-Forman Corporation - \$800,000:

Brown-Forman Corporation has been an active supporter of the Zoo since 1963. Their support has ranged from the original construction to a variety of projects throughout the years.

UPS - \$500,000:

The UPS donation is one of their larger contributions and the first capital gift to the Louisville Zoo.

J.J.B.Hilliard-W.L.Lyons, Inc. - \$25,000:

J.J.B.Hilliard-W.L.Lyons is one of the first companies to add their support to the project.

Individual Gifts - \$693,345:

These donations are from bequests and a wide range of individuals. Permission to release their names has not been secured at this time.

Zoo Family Gifts - \$1,084,985:

The Zoo staff and members of the Zoo Foundation and Zoo Society made their pledges early in the campaign as a show of support to the community.

Institute of Museum Services - \$75,000:

This grant is one of nine grants given in support of Louisville Zoo projects.

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Louisville and Jefferson
County Compact

June 10, 1986

(Bob Miller's Analysis)

The Filson Historical Society

LOUISVILLE AND JEFFERSON COUNTY COMPACT
AS INTRODUCED TO BOARD OF ALDERMEN AND
FISCAL COURT ON JUNE 10, 1986.

(AS AMENDED June 24, 1986)

The Filson Historical Society

**LOUISVILLE AND JEFFERSON COUNTY COMPACT
AS INTRODUCED TO BOARD OF ALDERMEN AND
FISCAL COURT ON JUNE 10, 1986.**

This is a Cooperative Compact as provided for in 1986 Kentucky Acts Chapter 77 between the CITY OF LOUISVILLE, KENTUCKY (hereinafter called "City") and JEFFERSON COUNTY, KENTUCKY (hereinafter called "County").

SECTION I - OCCUPATIONAL LICENSE FEES

(A) Occupational license fees collected by the City and the County shall be divided between the City and the County in accordance with the formula established in 1986 Kentucky Acts Chapter 77 and as set forth in Section I(C) herein.

(B) As used in Section I of this Cooperative Compact, the following words are defined as follows unless the context otherwise requires:

(1) "Base year collections" means the amount of combined collections received by the City and the County in calendar year 1985;

(2) "Collections" means the sums received (excluding penalties and interest) by the City and the County in a calendar year from its occupational license fee levy.

(3) "Combined inflation-adjusted base" means the base year collections of the City and the County adjusted by the increase or decrease in the consumer price index by using 1985 as the base year. Each year the combined inflation-adjusted base shall be computed by multiplying the consumer price index in December of that year by base year collections and dividing the product by the December 1985 consumer price index;

(4) "Consumer price index" means the index for all urban consumers as published by the United States Department of Labor, Bureau of Labor Statistics;

(5) "Occupational license fees" means license fees levied upon wages and net profits by the City pursuant to KRS 91.200 and by the County pursuant to KRS 68.180, but shall not include occupational license fees imposed for educational purposes pursuant to KRS Chapter 160, for mass transportation programs pursuant to KRS 96A.310 through 96A.370 or license fees or taxes on insurance premiums for the privilege of engaging in the business of insurance.

(C) Effective in 1986, the Sinking Fund of the City shall calculate the distribution of the combined collections from the occupational license fees in accordance with the formula established by this subsection (C) instead of in accordance within which jurisdiction the situs of the person or business subject to the tax is located. This section shall not change the manner in which such license fees are levied or collected by the City and County and the fees therefore, but merely directs that the combined collections from such license fees be apportioned between the City and the County to reflect the sharing of responsibilities and obligations agreed to by the City and the County in this Cooperative Compact.

(1) If combined collections from occupational license fees in any calendar year are less than or equal to the base year collections, fifty-eight and seven hundred and thirty-five thousandths percent (58.735%) of such combined collections shall be apportioned to the City and forty-one and two hundred and sixty-five thousandths percent (41.265%) of such combined collections shall be apportioned to the County.

(2) If combined collections are greater than the base year collections but less than the combined inflation-adjusted base, the amount equal to the base year collections shall be divided between the City and County in accordance with paragraph (1) of this subsection, and the remainder of combined collections shall be divided so that the City shall be apportioned fifty-nine and seven tenths percent (59.7%) of such remainder and the County shall be apportioned forty and three tenths percent (40.3%) of such remainder.

(3) If combined collections in any calendar year exceed the combined inflation-adjusted base, the amount of combined collections equal to the combined inflation-adjusted base shall be divided between the City and the County in accordance with paragraph (2) of this subsection, ten percent (10%) of the combined collections in excess of the combined inflation-adjusted base shall be apportioned in accordance with paragraph (4) of this subsection, and the remaining ninety percent (90%) shall be apportioned so that fifty-seven and two tenths percent (57.2%) of the remainder shall be apportioned to the City and forty-two and eight tenths percent (42.8%) of the remainder shall be apportioned to the County.

(4) Ten percent (10%) of the combined collections in excess of the combined inflation-adjusted base shall be apportioned to the City or the County in accordance within which jurisdiction the growth in combined collections occurred. If the increase in combined collections is attributable to increased collections in both jurisdictions, the City and the County shall each be apportioned a percentage of the ten percent (10%) equal to the percentage of the increase in combined collections that is attributable to the increase in collections in its jurisdiction.

Has this been done?
Need to copy.

(5) The Sinking Fund may establish administrative regulations to be used to apportion collections. Such administrative regulations must be approved by the Board of Aldermen and Fiscal Court prior to their implementation.

(6) Penalties and interest will be distributed to the City and County for the duration of this Cooperative Compact in the same manner as such receipts were distributed prior to the effective date of this Cooperative Compact.

(D) The City and County recognize the basis for this Cooperative Compact is the sharing of current and future occupational tax revenue for the purpose of providing county-wide services to the citizens of the City and County. The City and County further recognize that any unilateral, voluntary reduction of such occupational tax revenue violates the spirit of this Cooperative Compact. Therefore, if:

(1) Either the City or the County lowers its occupational tax rate or changes the occupational tax base without the concurrence of the other entity;
or

(2) The County contracts with a city of the second through sixth class to credit such a city's license fee against the County's license fee as provided for in KRS 68.190 without concurrence of the City on such a contract;
or

(3) Either the City or the County contracts with an agency pursuant to 1986 Kentucky Acts Chapter 13, which authorizes tax increment financing, for the release of occupational tax without the concurrence of the other entity; during the term of this Cooperative Compact, then the entity that reduces such occupational tax revenues shall compensate the other entity for such reduction. Concurrence required by this Section shall be by formal action of the Mayor and

Board of Aldermen on behalf of the City and Fiscal Court on behalf of the County.

SECTION II - ANNEXATION

The Board of Aldermen of the City of Louisville and Jefferson County Fiscal Court, each having independently considered the complex issues involving annexations by cities of all classes in Jefferson County, and each body having examined the problems which exist as a result of the City's commitment not to annex during the term of this Cooperative Compact, do find, as matters of legislative fact, that:

(A) Government reorganization has been twice considered and rejected by the voters of Jefferson County. It is thus apparent that long and careful study of the entire question of how best to provide the services of local government in Jefferson County is necessary. This Cooperative Compact, which is to remain in effect for the next twelve years, will facilitate this consideration by stabilizing the boundaries of the City and the unincorporated area of the County during the time public officials of both the City and County are examining the best way to provide local government services as we approach the twenty-first century.

(B) During this twelve year period, the County realizes that the City will continue to have under consideration as one alternative the continuation of the annexations now being proposed by the City. The City, however, agrees simultaneously to consider other alternatives to annexation and as a result the twelve year term of this Cooperative Compact is not intended to and shall not in any way adversely impact the City's annexation priorities. Therefore, the City and the County agree as follows:

(1) Once an ordinance stating the intention of the City to annex an area has been given its first reading or enacted by the Board of Aldermen, no part of such area may be incorporated or be annexed by another city, unless such incorporation or annexation is pending at the time the ordinance is given its first reading, until the annexation proposal by the City is defeated pursuant to subsections (E) and (F) of this Section or until the ordinance is withdrawn or repealed or amended as to the area to be annexed.

(2) This subsection shall apply to any proposing ordinance which has had a first reading or has been enacted as of January 1, 1986.

(3) Notwithstanding anything to the contrary in this subsection, any annexation by a city other than Louisville, or incorporation prior to January 1, 1986, shall not be nullified by the application of 1986 Kentucky Acts Chapter 77; provided, however, the City shall retain its legal annexation priorities which existed on January 1, 1986 to the territory so annexed or incorporated. In fact, the City and County, having fully reviewed and examined the City's proposing ordinances previously of record, and having determined that the City has priority with respect to the remaining unincorporated territory in the County to which it is contiguous, do hereby recognize that this priority shall remain in effect throughout the term of this Cooperative Compact without the need for the City to take any further steps to insure the maintaining of said priority.

(4) The boundaries of the City shall remain as established by law unless changed pursuant to the procedures set forth in Section II of this Cooperative Compact.

(5) Upon the termination of this Cooperative Compact, boundary changes shall be governed by the provisions of KRS 81A.010 et seq.

(C) ~~Further proliferation of municipalities will make it more difficult and costly to provide services in the County and City. Moreover, the proliferation of government units and the fragmentation of local political leadership retards the prosperity and growth of the City and County. Accordingly, the City and County do hereby agree to fully cooperate in blocking any incorporated city's attempt to annex unincorporated territory within the County and any unincorporated territory's attempt to incorporate as a municipality.~~ The City and County have found that it is necessary to maintain the status quo of the boundaries in Jefferson County in order to insure further efficient governmental services by the City and County. Therefore, recognizing that less proliferation of municipalities may make it easier and less costly to provide services in the City and County, the City and County do hereby agree to fully cooperate in blocking any incorporated City's attempt to annex unincorporated territory within the County and any unincorporated territory's attempt to incorporate as a municipality. In so doing, the City and County recognize that further proliferation in Jefferson County through incorporations or annexations would constitute an unreasonable way of providing public services and would unreasonably prejudice them.

(D) Any annexation of unincorporated territory by the City during the term of this Cooperative Compact shall be pursuant to the procedures established by 1986 Kentucky Acts Chapter 77 and as set forth in Section II of this Cooperative Compact.

(E) When the City desires to annex unincorporated territory, the Board of Aldermen of the City shall enact an ordinance stating the intention of the City to annex. If an ordinance proposing to annex unincorporated territory has been enacted prior to the effective date of this Cooperative Compact and the ordinance annexing the territory to the City has not been enacted, then in order

for the City to annex the territory during the time this Cooperative Compact is in effect, the Board of Aldermen shall re-enact the ordinance only including the same territory as the original ordinance and stating the intention of the City to annex. Such ordinances shall accurately define the boundary of the unincorporated territory proposed to be annexed, and declare it desirable to annex the unincorporated territory.

(F) The Mayor of the City shall deliver a certified copy of the ordinance to the County Clerk of the County in which the territory proposed to be annexed is located, who shall have prepared to be placed before the voters in each precinct embraced in whole or in part within the territory proposed to be annexed the

The Filson Historical Society

question: "Are you in favor of being annexed to the City of Louisville?" If only a part of any precinct is embraced within the territory proposed to be annexed only persons who reside within the territory proposed to be annexed shall be permitted to vote. The County Clerk shall cause the sheriff or sheriffs to deliver to the election officers in each precinct in the appropriate counties copies of the ordinance proposing to annex:

(1) If more than fifty percent (50%) of those voting on the question approve of the annexation, the Board of Aldermen may proceed to annex the territory. Within sixty (60) days of the certification of the election results in which more than fifty percent (50%) of those voting in the election approved the annexation, the Board of Aldermen may enact an ordinance annexing the territory. Upon enactment of the ordinance the territory shall become part of the City for all purposes; or

(2) If fifty percent (50%) or less of those voting on the question approve the annexation, the ordinance proposing annexation shall become ineffectual for any purpose subject to the provisions of KRS 81A.460.

SECTION III - BOARDS, COMMISSIONS AND AGENCIES

This Cooperative Compact represents the beginning of an effort by the City and County and their citizens to provide professional, efficient, equitable representative and accountable services for all residents of the City and County. Joint boards, commissions and agencies altered by this Cooperative Compact will be part of an organizational chart with clear lines of authority to either the City or the County. The result will be clear policy and fiscal accountability to local government as well as an opportunity for increased coordination of services

among the joint boards, commissions, agencies and local governmental departments. The participation and input by citizens through the advisory entities insures that the boards, commissions and agencies are invested in, owned by and are an integral part of the community.

(A) The specific boards, commissions and agencies hereinafter contained in this Cooperative Compact shall be altered as each specific section details so that the control and responsibility for such board, commission or agency will hereinafter lie with either the City or the County, or the City and County jointly. Unless amended by this Cooperative Compact, all ordinances or resolutions presently in effect which govern the powers, duties and responsibilities of the boards, commissions or agencies hereinafter contained, shall remain in full force and effect.

(B) Pursuant to KRS 65.210 et seq., the City and County specifically provide by the provisions of this Cooperative Compact that the powers, privileges and authorities exercised or capable of being exercised by either the City or the County through the boards, commissions or agencies hereinafter amended, are to be exercised by the board, commission or agency, or jointly by the City and County, or by either the City or the County acting as agent for the other public body anywhere within the territorial limits of Jefferson County.

(C) In addition to complying with any specific qualification requirements established by statute, ordinance or resolution, the Mayor and County Judge/Executive, to the extent practicable, when making appointments to joint entities hereinafter contained shall take into account the demographic characteristics of the City and the County, including, but not limited to, race, sex, geographic location, expertise and diversity appropriate and relevant to the purpose of the specific entity.

SECTION IV - PROVISIONS AFFECTING TRANSITION

(A) All employees transferred by this Cooperative Compact from employment by the City, the County or a board, commission or agency to employment with a different entity shall carry over all accumulated benefits into the new employment. This includes, and is limited to, the carry over of accumulated sick leave, vacation, compensatory time, seniority or any other accumulated benefit regardless of whether the employment to which the employee is transferred allows such accumulation. The use of such accumulated benefit shall be in accordance with the regulations of the entity to which the employee is transferred. After such transfer employees shall be entitled to receive only those benefits provided by the employing entity to its employees.

(B) Notwithstanding the provisions hereinafter exempting the employees of certain transitioned entities from the City's residency ordinance, (specifically the Sections concerning Human Relations, Zoo, Disaster and Emergency Services, Library, Parks and Economic Development Office), an individual employee who, because of a change in status, is no longer an officer, employee or on the staff devoted solely to the support of that exempted entity, shall be subject to the City's residency ordinance. ~~If the employee is not a City resident, the employee shall be required to move into the City at the time the employee changes residence.~~

(C) Any cause of action which arose during the operation of a board, commission, agency or department as a joint City/County entity changed by this Cooperative Compact to either a City or County board, commission, agency or department which results in an adverse judgment shall be deemed the joint and several liability of both the City and the County regardless of which government is transferred the fiscal responsibility of the former joint entity by this

Cooperative Compact. Representation of all legal actions pending at the effective date of this Cooperative Compact will continue to be the responsibility of the governing entity presently providing representation.

(D) Assets being used by a board, commission or agency affected by this Cooperative Compact, regardless of ownership, shall continue to be used for the benefit of the board, commission or agency unless this Compact specifically provides otherwise. During the term of this Cooperative Compact if any assets are no longer needed by a board, commission or agency, then such assets shall be returned to the parties according to the contribution of the parties toward the asset. Transfer of ownership of such assets when necessary for such purposes as insurance coverage, repair or replacement, etc. shall be negotiated by the City and County on a case-by-case basis. Such assets include, but are not limited to, self-insurance trust funds, reserve accounts, lapsed funds, personal property and real property.

(E) The City and County by the actions taken under this Cooperative Compact do not abrogate any governmental immunities which are established by operation of law.

SECTION V - GUIDELINES FOR EXECUTIVE DIRECTORS

(A) All Directors of departments, boards, commissions or agencies in this Cooperative Compact which are to be appointed either jointly or separately by the Mayor, and the County Judge/Executive with the approval of Fiscal Court, shall be selected on the basis of professional personnel policies in the areas of recruitment, screening and the setting of minimum qualifications which are currently in use by the City and County.

(B) Realistic minimum requirements that are predictive of success in the performance of the job shall be established and followed. Qualifications commonly required of employees or directors in all places of employment shall be understood to be implied. The qualifications include, but are not limited to, professional experience and accepted professional standards in the field or a related field.

(C) The Mayor and the County Judge/Executive when appointing an executive director either jointly or separately shall seek the advice of or consult with the board, commission, agency or authority affected thereby.

SECTION VI - AIR POLLUTION CONTROL DISTRICT
(Organized and governed by KRS Chapter 77)

(A) Pursuant to KRS 77.065, as amended by 1986 Kentucky Acts Chapter 77, the County shall provide all staff support, including a secretary-treasurer and an air pollution control officer, to the Air Pollution Control Board through County officers, assistants, clerks, deputies and employees. The staff of the Air Pollution Control Board, including the secretary-treasurer and the air pollution control officer, shall be deemed County employees and shall be subject to the control of Fiscal Court. Effective August 1, 1986, the employees of the Air Pollution Control District shall be transferred to the service of the County government; provided that all such employees who are in the classified service at such time shall be continued in a classified service administered by County Government.

(B) Pursuant to KRS 77.070, as amended by 1986 Kentucky Acts Chapter 77, the Air Pollution Control Board shall consist of seven (7) members, four (4) of whom shall be appointed by the County Judge/Executive with the approval of Fiscal Court and three (3) of whom shall be appointed by the Mayor, with the

approval of the Board of Aldermen. Subject to the initial adjustment of the terms of sitting members provided for in 1986 Kentucky Acts Chapter 77, the terms of such members shall be three (3) years, and until their successors are appointed and qualified. Upon the effective date of 1986 Kentucky Acts Chapter 77, the terms of the members serving on the Air Pollution Control Board shall be adjusted by separate action of the Mayor, and the County Judge/Executive with the approval of Fiscal Court.

(C) Pursuant to the provisions of KRS 77.125, the County shall assume full funding responsibility, administrative responsibility, and fiscal control for the Air Pollution Control District during the term of this Cooperative Compact. All functions, obligations, powers and duties now vested in the Air Pollution Control District shall continue to be vested in the district.

(D) Pursuant to KRS 77.070(4), no more than two (2) of the appointments of either the Mayor or the County Judge/Executive to terms beginning after July 15, 1986, shall be of the same political party affiliation.

(E) Section VI of this Cooperative Compact supersedes and replaces City Codified General Ordinance Section 33.010 concerning the Air Pollution Control Board.

SECTION VII - BOARD OF HEALTH
(Organized and governed by KRS Chapter 212)



(A) Pursuant to KRS 212.350, as amended by 1986 Kentucky Acts Chapter 77, the County shall provide all staff support, including a Director of Health, to the Board of Health through County officers, assistants, clerks, deputies and employees. All officers, employees and staff of the Board of Health and the Department of Health shall be deemed County employees and shall be subject to

the control of Fiscal Court. Effective August 1, 1986, except as provided in (F)(1) herein, the officers, employees and staff of the Board of Health and the Department of Health shall be transferred to the service of County government; provided that all such employees who at such time are in the classified service shall be continued in a classified service administered by County government. All functions, obligations, powers and duties now vested in the Board of Health shall continue to be vested in the Board unless changed by ordinance of Fiscal Court.

(B) Pursuant to KRS 212.380, as amended by 1986 Kentucky Acts Chapter 77, the Board of Health shall be composed of ten (10) members; two (2) of whom shall be the Mayor and the County Judge/Executive as members ex officio, four (4) of whom shall be appointed by the Mayor, and four (4) of whom shall be appointed by the County Judge/Executive with the approval of Fiscal Court. Subject to the initial adjustment of the terms of sitting members provided for in 1986 Kentucky Acts Chapter 77, the terms of the members on the Board shall be for three (3) years and until their successors are appointed and qualified. Upon the effective date of 1986 Kentucky Act Chapter 77, the terms of the members serving on the Board of Health shall be adjusted by separate action of the Mayor, and the County Judge/Executive with the approval of Fiscal Court.

(C) Pursuant to the provisions of KRS 212.470, the County shall assume full funding responsibility, administrative responsibility, and fiscal control for the Board of Health, with the exception of the Family Health Center - Portland, the Family Health Center - Shelby, and the Rodent Control Programs during the term of this Cooperative Compact.

(D) All provisions of KRS Chapter 212, which directs the operation of a Board of Health, shall continue to govern the operation of the Board of Health unless a change is specifically enumerated within this Cooperative Compact.

(E) On or before August 1, 1986, the City shall contract with the County for the Rodent Control Program previously provided by the Board of Health with funds appropriated by the City solely for this purpose. At any time the City ceases to fund this program the County may terminate this service.

(F)(1) On or before August 1, 1986, the City shall contract with the Board of Health for the administration of the Family Health Center - Portland and the Family Health Center - Shelby (the "Centers") with funds appropriated by the City solely for this purpose. ~~The City shall serve as Fiscal Agent and~~ employees of the Centers will be transferred, effective August 1, 1986, to the service of City government, provided that all such employees who at the time of the transfer are in the classified service shall be continued in a classified service administered by City government. At such time as may be possible the employees shall be transferred to a county-wide ambulatory care service. All assets of the Centers shall remain assets of the Board of Health or the Board of Governors as the case may be.

(2) The City shall, until changed by subsequent action of the City, honor all current Agreements between the Board of Health and the Board of Governors as to the operation of the Centers unless it conflicts with the provisions herein. This provision includes the several existing co-applicant submissions to federal and private funding agencies. The Board of Health will cooperate with County government to ensure that all activities of the Centers are fully coordinated with health services provided by County government.

(G) The Self-Insurance Fund of the Board of Health shall be maintained by the Board of Health and the Board of Health shall indemnify those employees of

City and County government performing the duties previously undertaken by Board of Health employees.

(H) Section VII of this Cooperative Compact supersedes and replaces City Codified General Ordinance Section 33.050 concerning the Board of Health.

SECTION VIII - HUMAN RELATIONS COMMISSION - City

(A) There is hereby continued by joint action of the City of Louisville and the County of Jefferson, the Louisville - Jefferson County Human Relation Commission. This Cooperative Compact has the force of law as supported and defined in KRS 65.240 (1964), the Kentucky Civil Rights Act KRS Chapter 344, and the Federal Civil Rights Act of 1964 (78 Stat. 241), and other applicable City and County ordinances and resolutions, and they provide for execution within the City and County of the policies embodied in these laws in order to safeguard all individuals within the City and County from discrimination because of race, color, religion, national origin, handicap, sex, ancestry, age or place of birth.

(B) The Commission shall be composed of twenty-one (21) members who shall be appointed as follows: Twelve (12) shall be appointed by the Mayor of the City of Louisville with the approval of the Board of Aldermen and such members shall reside in the City; nine (9) shall be appointed by the County Judge/Executive with the approval of Fiscal Court and such members shall reside in the County.

(1) The members so appointed shall include persons who are representative of the several social, economic, cultural, ethnic, and racial groups which comprise the population of the City and County. No elected or appointed official may be a member of the Commission.

(2) The terms of the members of the Commission shall be for three
(3) years and until their successors are appointed and qualified. Upon the

effective date of this Cooperative Compact, the terms of the members serving on the Human Relations Commission shall be as presently designated.

(3) Members shall serve without compensation, but subject to the approval of the Commission and within the limits imposed by the budget, they shall be allowed the necessary expenses attendant upon their duties.

(4) When a vacancy occurs on the Commission other than as a result of the expiration of the term of appointment, the appointing authority shall have the right to fill said vacancy for the unexpired term. Commission members who are the City's delegates shall be appointed by the Mayor; Commission members who are the County's delegates shall be appointed by the County Judge/Executive with the approval of Fiscal Court. Members are subject to removal by the appointing authority at the discretion of the appointing authority. Members shall be eligible for reappointment for additional terms.

(5) The Mayor and the County Judge/Executive shall jointly appoint one of the members of the Commission as Chairperson, who shall serve as Chairperson at their pleasure.

(6) The Commission shall elect a vice chairperson to preside at meetings and expedite the work of the Commission as needed in the absence of the Chairperson. The Commission may establish an Executive Committee and elect thereto three (3) other members in addition to the above-named officers with powers to act between monthly meetings of the Commission unless the business at hand is of such nature as to require a majority vote of the Commission. The Chairperson of the Commission shall appoint such committees as the rules of the Commission shall provide and such other special committees from time to time as the Commission may deem necessary in order to carry out the purpose of this Section.

(7) The Commission shall meet as often as it deems necessary, but shall not meet less than once each month.

(8) A quorum shall consist of eleven (11) members, a majority of the membership of the Commission.

(C) (1) The Commission shall endeavor to promote and secure mutual understanding and respect among all economic, social, religious, ethnic, and social groups in the Metropolitan area of Louisville and Jefferson County, and shall act as conciliator in controversies involving inter-group and inter-racial relations. The Commission shall cooperate with Federal, State, and other City and County agencies in efforts to develop harmonious inter-group and inter-racial relations, and shall endeavor to enlist the support of civic, religious, labor, industrial, and commercial groups, and civic leaders dedicated to the improvement of human relations and elimination of discriminatory practices.

(2) The Commission may recommend to the Mayor and the Board of Aldermen and to the County Judge/Executive and the Fiscal Court such legislation as may be necessary to accomplish the purpose of this Agreement.

(3) The Commission shall submit an annual report as of July 1 of each year to the Mayor and the Board of Aldermen.

(4) The Commission shall receive complaints, conduct investigations, hold hearings, make studies, and have such studies made as will enable the Commission to carry out the purposes of this Agreement, and the Kentucky Civil Rights Act.

(D) The Commission is authorized to:

(1) receive, initiate, investigate, hear, and determine charges of violations of ordinances, orders, or resolutions forbidding discrimination adopted by the City or County;

(2) compel the attendance of witnesses and the production of evidence before it by subpoena issued by the circuit court of the County;

(3) issue remedial orders, after notice and hearing, requiring cessation of violations;

(4) issue such affirmative orders as in the judgment of the Commission will carry out the purposes of this Agreement. Affirmative action measures which may be ordered include but are not limited to:

(a) hiring, reinstatement or upgrading of employees with or without back pay. Interim earnings or amounts earnable with reasonable diligence by the person or persons discriminated against shall operate to reduce the back pay otherwise allowable;

(b) admission or restoration of individuals to union membership, admission to or participation in a guidance program, apprenticeship training program, on-the-job training program, or other occupational training or retraining program, and the utilization of objective criteria in the admission of individuals to such programs;

(c) admission of individuals to a place of public accommodation, resort, or amusement;

(d) the extension to all individuals of the full and equal enjoyment of the advantages, facilities, privileges and service of the respondent;

(e) reporting as to the manner of compliance;

(f) posting notices in conspicuous places in the respondent's place of business in form prescribed by the Commission; and

(g) the Commission may publish or cause to be published the names of persons who have been determined to have engaged in an unlawful practice.

(5) accept grants, gifts, or bequests, public or private to help finance its activities;

(6) the meetings of the Commission shall be open, or closed to the public as it may deem best in its discretion and subject to the State Open Meetings Statute.

(E) (1) The City shall assume full funding responsibility, administrative responsibility, and fiscal control of the Human Relations Commission during the term of this Cooperative Compact.

(2) The City shall provide all staff support, including an Executive Director, to the Commission through City officers, assistants, clerks, deputies and employees. All officers, employees and staff of the Commission shall be deemed City employees and shall be subject to the control of the Mayor. Upon the effective date of this Cooperative Compact, the officers, employees and staff of the Commission shall be transferred to the service of City government. All functions, obligations, powers and duties now vested in the Commission shall continue to be vested in the Commission unless changed by ordinance of the Board of Aldermen or Fiscal Court. Provided, however, the officers, employees and staff of the City devoted solely to the support of the Commission shall not be subject to the City's residency ordinance but shall be guided by the County's residency resolution, Resolution No. 19, Series 1986. This exemption applies to all current and future staff of the Commission and is in recognition of the County-wide responsibility assigned to the Commission under this Cooperative Compact.

(3) The Mayor may appoint an Executive Director. The Executive Director shall be a person with training and experience in inter-group and inter-racial relations. The Executive Director shall coordinate the activities of the Commission and its staff.

(4) The Executive Director shall prepare annually a budget for the ensuing fiscal year and shall submit such budget to the Mayor and to the Board of Aldermen for their approval. Such budget shall be prepared and submitted in the same manner prescribed for other City departments.

(F) (1) All property owned by the Commission, the City or County at the commencement of this Agreement shall remain the property of the Commission, the City or County as the case may be, although it is the intention of the parties to this Agreement that this property shall be under the control of the City to be used for the Commission's operation.

(2) Any assets acquired subsequent to the execution of this Agreement for the use of the Commission, not otherwise disposed of under the subsection immediately above, shall be divided between the parties, or the proceeds of any sales thereof, in the same proportion as any appropriations made by the City and the County to the Commission for operating expenses since the execution of this Agreement.

(G) If any provisions of this Agreement or application of such provisions shall be held invalid, the remainder of the Agreement or the application of such provision to persons or circumstances other than those as to which it shall have been held to be invalid, shall not be affected thereby.

(H) Section VIII of this Cooperative Compact supersedes and replaces the Interlocal Agreement entered into by the City and County to create a Human Relations Commission on December 22, 1966 and recorded in Miscellaneous Records Book 103, Page Number 377 of the County Clerk of Jefferson County and any other agreement or enactment of the City and County that created a Human Relations Commission. (County Resolution enacted December 6, 1966; City Codified General Ordinance Sections 33.050 - 33.070).

SECTION IX - PLANNING COMMISSION AND BOARDS OF ZONING

(A) There is hereby continued by joint action of the City of Louisville and the County of Jefferson the Louisville and Jefferson County Planning Commission.

(B) (1) The Planning Commission shall be composed of ten (10) members and shall include: three (3) members who are residents of the County outside the City of Louisville, appointed by the County Judge/Executive subject to the approval of the Fiscal Court; three (3) members who are residents of the City, appointed by the Mayor, subject to the approval of the Board of Aldermen; and the Mayor, the County Judge/Executive, the Director of Works of the City and the County Road Engineer.

(2) The term of office of all elected public officials shall be the same as their official tenure in office. Other public officials shall serve until their successors are appointed and qualified.

(3) Pursuant to KRS 100.157, as amended by 1986 Kentucky Acts Chapter 77, and subject to the initial adjustment of the terms of sitting members provided for in 1986 Kentucky Acts Chapter 77, the terms of the appointed members of the Commission shall be for three (3) years and until their successors are appointed and qualified. Upon the effective date of 1986 Kentucky Acts Chapter 77, the terms of the members currently serving on the Planning Commission shall be as presently designated.

(4) All members shall be reimbursed for any necessary authorized expenses, and citizen members shall receive additional compensation of \$50.00 for each Commission meeting attended, but no such member shall be paid more than

\$1,500.00 during any fiscal year of the Commission nor for more than thirty meetings attended during any fiscal year.

(5) Five members of the Commission shall constitute a quorum for the transaction of business.

(C) The County shall assume full funding responsibility, administrative responsibility, and fiscal control of the Planning Commission during the term of this Cooperative Compact. The County shall be responsible only for the funding of the regulatory zoning functions; advanced planning, special plans and studies commissioned separately by either the City or the County must be paid by the commissioning entity.

(D) The County shall provide all staff support, including a Director, to the Planning Commission through County officers, assistants, clerks, deputies and employees. All officers, employees and staff of the Planning Commission shall be deemed County employees and shall be subject to the control of Fiscal Court. *Effective August 1, 1986, the officers, employees and staff of the Planning Commission shall be transferred to the service of County government; provided that all such employees who at such time are in the classified service shall be continued in a classified service administered by County government. All functions, obligations, powers and duties now vested in the Planning Commission shall continue to be vested in the Commission unless as allowed by law they are changed by ordinance of the Fiscal Court and the Board of Aldermen.

(E) Effective July 31, 1986, the Louisville and Jefferson County Board of Zoning Adjustment is hereby dissolved. The City and the County shall establish such board or boards to replace the dissolved Board of Zoning Adjustment in accordance with KRS Chapter 100. All powers, rights, and obligations relating to the existing Louisville and Jefferson County Board of

Zoning Adjustment or relating to any matter under its jurisdiction shall remain unchanged and upon the extinguishment of said Board shall relate to the new Board of Adjustment having geographical jurisdiction. The County shall continue to provide staff support to the Boards of Zoning Adjustment created herein through the staff of the Planning Commission.

(F) All existing planning, zoning and subdivision regulations are hereby readopted, affirmed and ratified to the extent necessary to keep them in full force and effect. The Planning Commission is hereby authorized and empowered to continue to operate under said existing regulations until superseded by new regulations.

(G) All other details which are necessary for the establishment and administration of the Commission, for the preparation of plans, and for the aids to help implement the plans shall be as provided by law.

(H) Section IX of this Cooperative Compact supersedes and replaces any other agreement or enactment of the City and the County that created a Louisville and Jefferson County Planning Commission or a Louisville and Jefferson County Board of Zoning Adjustment. (County Resolution enacted November 28, 1966 relating to Docket No. 12166; City Codified General Ordinance Sections 33.110 - 33.115).

SECTION X - ZOO

-City

(A) The Louisville and Jefferson County Zoölogical Commission is hereby dissolved as a corporate entity and all assets and liabilities of the Commission are transferred to the City. Upon the effective date of this Cooperative Compact, the sitting members of the Zoological Commission shall serve as an interim

Louisville Zoo Advisory Commission until January 1, 1987. A permanent Advisory Commission may be created by separate action of the Board of Aldermen.

(B) The City shall be responsible for maintaining and conducting the operation of the Louisville Zoological Gardens, 1100 Trevillian Way, Louisville, Kentucky. The City shall assume full funding responsibility, administrative responsibility, and fiscal control for the Louisville Zoological Gardens during the term of this Cooperative Compact.

(C) The City shall provide all staff support, including a Director, to the Louisville Zoological Gardens and all staff shall be deemed City employees and shall be subject to the control of the Mayor. Provided, however, employees of the City devoted solely to the support of the Zoo shall not be subject to the City's residency ordinance but shall be guided by the County's residency resolution, Resolution No. 19, Series 1986. This exemption applies to all current and future staff of the Zoo and is in recognition of the County-wide responsibility assigned to the Zoo under this Cooperative Agreement.

(D) (1) There is established a Zoo Animal Fund to provide money for the purpose of the acquisition and disposition of animals and specific animal programs. The Fund shall be comprised of money generated by the sale of animals, animal programs and donations for the purchase of animals or specific animal programs.

(2) All moneys paid into the Fund shall accumulate in the Fund until expended at such times and in such amounts as the Director, consistent with this authority and the purpose of the Fund herein expressed may, from time to time direct. All moneys in the Fund may be invested pursuant to the requirements of KRS 91A.010.

(3) All procurements and distributions under this Fund shall be done in accordance with the City's Procurement and Distribution Code as it regulates sole source purchases.

(E) Section X of this Cooperative Compact supersedes and replaces any other agreement or enactment of the City and the County that created a Louisville and Jefferson County Zoological Commission. (County Resolution No. 6, Series 1979; City Codified General Ordinance Sections 33.155 - 33.166).

SECTION XI - CRIME COMMISSION

(A) There is hereby continued by joint action of the City and County the Louisville-Jefferson County Crime Commission.

(B) (1) The Crime Commission shall be composed of twenty-four (24) members. The membership of the Commission shall include the following who shall serve by virtue of office:

Mayor of Louisville or designee.
Jefferson County Judge/Executive or designee.
Chief, Louisville Division of Police or designee.
Chief, Jefferson County Police Department or designee.
Secretary, Jefferson County Metropolitan Correctional Services
Department or designee.
Secretary, Department for Human Services or designee.
Chief, Judge, Jefferson Circuit Court.
Chief, Judge, Jefferson District Court.
Jefferson County Commonwealth's Attorney or designee.
Jefferson County Attorney or designee.
Director, Office of Probation and Parole for 30th Judicial
District.
Director, Office of Pre-Trial Services for Jefferson County.
Director, Office of Public Defender.
Chair of Jefferson County Juvenile Justice Commission
Member of Jefferson Fiscal Court.
Chair of Public Health and Safety Committee of the Board
of Aldermen.

(2) In addition, the Mayor, with the approval of the Board of Aldermen, and the County Judge/Executive with the approval of the Fiscal Court

shall each appoint four (4) members to the Commission. The County Judge/Executive with the approval of Fiscal Court shall also appoint a member to serve as the Chairman of the Commission; such member shall be a resident of the County.

(3) All appointees of the County Judge/Executive shall be residents of the County. The appointees of the Mayor shall be residents of the City. The appointees shall represent a geographic cross-section of the City and County.

(4) All appointed members of the Commission currently serving shall continue to serve until their original term of office expires. The term of each subsequent appointment shall be two (2) years. The terms of officials serving by virtue of their office shall expire when they are no longer serving in that official capacity.

(5) Should a vacancy arise, the authority which appointed the member whose office is vacant shall appoint a new member to serve the unexpired term and said new member shall be appointed in the same fashion and shall possess the same qualifications required under this section as the member whose office is vacant.

(C) The duration of this Agreement shall be for the term of this Cooperative Compact. In the event of termination, the unused funds appropriated to the Commission by the City and County shall be returned to the City and County according to the percentage in which said sums had been appropriated by the City and County to the Commission and any assets acquired with the City and County funds subsequent to the execution of this Cooperative Compact for the use of the Commission, shall be divided between the parties, or the proceeds of any sales thereof, in the same proportion as the appropriations made by the City and County to the Commission for such expenses since the effective date of this

Cooperative Compact. Federal Grant Funds or State Grant Funds acquired for the use of the Commission shall be disposed of as required by State and Federal law in the event of termination of this Agreement.

(D) The Commission is authorized through this Agreement to exercise necessary action in order to fulfill the covenants and precepts of this Agreement. In addition the Commission may perform such duties and responsibilities as may be prescribed by Fiscal Court.

(E) The Commission shall organize itself and adopt regulations and rules of procedure not inconsistent with this Agreement or other laws, ordinances, or resolutions of the County or the State of Kentucky. The Commission shall cause its proceedings to be recorded and preserved, and shall from time to time, but not less than once each calendar year, render a report of its activities to the County, the City and the public.

(F) The Commission shall have the power to solicit, accept, receive and administer funds from the United States Government, and State Government or its agencies, or any private or public source whatsoever, to carry out its programs, duties, and purposes under this Agreement.

(G) A quorum for the transaction of business of the Commission shall consist of a majority of the official members. Formal action by the Commission shall be by affirmative vote of a simple majority at a meeting at which a quorum is present, and for which reasonable notice was given pursuant to rules of procedure adopted by the Commission.

(H) The general purpose and function of the Commission shall include, but not be limited to, the following specific purposes and functions:

(1) To collect and analyze data on the incidence and nature of crime in this community and assess the impact of criminal activities upon the citizens and resources of the City and County.

(2) To evaluate the capacity of criminal justice agencies and through a careful study of existing laws, practices and institutions, to recognize their areas of strength and weakness, and to formulate proposals to maintain the former and correct the latter.

(3) To make and publish from time to time meaningful, documented, factual recommendations as will be of assistance to all levels and branches of government in meeting its responsibilities in the area of criminal justice and crime prevention.

(4) To responsibly stimulate community interest in the problems of criminal justice and crime prevention.

(5) To develop and recommend to the proper criminal justice authorities programs to reduce crime, and when possible to secure and administer state or federal funds for specific projects.

(6) To recognize the authority and responsibility of criminal justice agencies as the proper areas of administration.

(I) The Commission shall meet as often as it deems necessary, but is shall not meet less than six (6) times each year. All meetings shall be open to the public.

(J) The County shall assume full funding responsibility, administrative responsibility, and fiscal control for the Commission during the term of this Cooperative Compact. The County shall provide all staff support, including a Director, to the Commission through County officers, assistants, clerks, deputies and employees. All officers, employees and staff of the Commission shall be

deemed County employees and shall be subject to the control of Fiscal Court. Upon the effective date of this Cooperative Compact, the officers, employees and staff of the Commission shall be transferred to the service of County government.

(K) Section XI of this Cooperative Compact supersedes and replaces the Interlocal Agreement entered into by the City and County to create a Commission in January 1985 and recorded in Miscellaneous Records Book 120, Page Number 626 of the County Clerk of Jefferson County and any other agreement or enactment of the City and County that created a Crime Commission. (County Resolution No. 90, Series 1984; City Codified General Ordinance Sections 33.175 - 33.184).

SECTION XII - MUSEUM

The Operating Agreement entered into in March 1984, by the City, County and the Museum of History and Science Foundation has been amended by separate action of the Board of Aldermen and Fiscal Court to reflect the undertaking of the City of all duties and obligations of the County during the term of this Cooperative Compact.

SECTION XIII - DISASTER & EMERGENCY SERVICES

(A) There is hereby continued by the City of Louisville and the County of Jefferson the "Louisville and Jefferson County Department of Disaster and Emergency Services (hereinafter called the "Department"). The Department is to provide for the mobilization, organization, and coordination of the civilian populace and necessary support agencies, both private and public, to prevent or minimize the effects of fire, flood, tornado, other natural or man-caused disasters, enemy attack, sabotage, explosion, power failure, energy shortages,

transportation emergencies or other causes, and the threatened or impending happening of the above and to insure that preparations and response for this community will be adequate to deal with disaster or emergencies or threat of same and to preserve the life and property of the people of this community and to protect the public peace, health and safety, and to implement and to comply with the provisions of Chapter 39 of the Kentucky Revised Statutes relating to disaster and emergency services.

(B) The above said purposes and functions of the Department shall encompass the following specific purposes and functions:

(1) Organize, administer and operate a disaster and emergency services agency, subject to the direction and control of the Mayor within the territorial limits of the County and City and outside of such territorial limits as may be required pursuant to the provisions of Chapter 39 of the Kentucky Revised Statutes.

(2) Establish a disaster and emergency response plan and program that will meet the criteria of the Kentucky State Disaster and Emergency Response Plan.

(3) Establish a Public Safety Answering Point (911) to provide a single telephone number through which citizens of the City and the County may obtain emergency service.

(C) The Department shall be governed and directed in operational matters by a Policy Committee consisting of the Mayor and the County Judge/Executive or their designated representatives.

(D) The Public Safety Answering Point (911) shall be governed by a separate 911 Policy Committee consisting of the Chief, Louisville Division of Police; the Chief, Jefferson County Police Department; the Chief, Louisville

Division of Fire; the President, Jefferson County Alliance of Fire Chiefs; the Director, Louisville Emergency Medical Service; the Commander, Jefferson County Emergency Medical Service; a County representative as designated by the County Judge/Executive; and the Louisville and Jefferson County Disaster and Emergency Services Director. The members of the 911 Policy Committee shall select their own Chairperson from among the membership of the committee.

(E) (1) The Department shall be managed and administered by a Disaster and Emergency Service Director who shall be appointed by and serve at the pleasure of the Mayor.

(2) The Director, subject to the approval of the Policy Committee shall:

(a) Represent the City and County on all matters pertaining to Disaster and Emergency Services.

(b) Coordinate the activities of all City and County officials, departments, agencies and commissions in the preparation and implementation of emergency preparedness programs.

(c) Develop a City-County Disaster and Emergency Response Plan, which plan shall provide for effective mobilization of all resources of the City and County, both public and private.

(d) During periods of emergency, coordinate the functions of all City and County disaster and emergency services.

(e) During periods of emergency, obtain vital supplies and equipment needed for the protection of life and property.

(f) Conduct an annual survey of the total disaster and emergency response capability of the City and County and submit the results of such survey to the Policy Committee.

(g) Report, on a regular basis, the disaster and emergency service status of the City and County to the Policy Committee.

(h) Assist each department, agency, board or commission holding disaster and emergency responsibilities to fully understand their respective responsibilities and capabilities in time of emergency.

(i) Assist each department, agency or commission involved in an emergency in the preparation of an after-action study and report as a method of detecting deficiencies and recommending improvements for future emergencies.

(j) Review annually this section of this Cooperative Compact and to recommend changes to the Policy Committee to reflect changes in federal and state laws governing disaster and emergency services.

(k) Through public information and education programs, inform the citizens of the City and County of programs for the protection of their persons and property from effects of any future emergencies.

(F) The equipment, supplies, merchandise, contract rights and property formerly allocated to the Louisville and Jefferson County Department of Disaster and Emergency Services is hereby allocated to the City for the use of the Department.

(G) The employees, equipment and facilities of all City and County departments, agencies, boards and commissions, will participate in disaster and emergency services.

(H) The City shall provide all staff support, including a Director, to the Department through City officers, assistants, clerks, deputies and employees and all such personnel shall be deemed City employees. The Department shall be continued in the City civil service system. Upon the effective date of this

Cooperative Compact, the officers, employees and staff of the Department who are in the civil service system shall continue to be in the civil service system administered by City government. And further provided that employees of the City devoted solely to the Department shall not be subject to the City's residency ordinance but shall be guided by the County's residency resolution, Resolution No. 19, Series 1986. This exemption applies to all current and future staff of the Department and is in recognition of the County-wide responsibility assigned to the Department and its staff under this Cooperative Agreement.

(I) (1) The City shall assume full funding responsibility, administrative responsibility, and fiscal control for the Department during the term of this Cooperative Compact.

(2) The purchase of equipment, supplies or installations for the Department, including the area outside of the corporate limits of the City, shall be upon order of the Mayor and shall be paid for exclusively out of City funds.

(3) The cost of the operations of the Department, including but not limited to costs of central staff personnel, equipment, supplies, and overhead expenses not otherwise funded by Federal or State grants, shall be paid for by the City.

(J) All federal and state matching funds allocated to the City and County for expenditures for said disaster and emergency services shall stand appropriated to the Department upon receipt of same, and any balance in any civil defense matching fund accounts at the closing of a fiscal year shall stand re-appropriated to the Department for the following fiscal year.

(K) The City of Louisville shall act as fiscal agent for the Department and the Department shall abide by all established rules and procedures of the City as to the receipt, expenditures and accounting for all funds and property of the

Department, subject, however, to any and all requirements of the United States Government and the State of Kentucky that may be applicable thereto.

(L) The Department shall have the power to enter into contracts in the name of the Department as agent for the City and for the County subject to the approvals normally required by the City for contract procedures.

(M) The Department is authorized and directed to use the services of the Louisville and Jefferson County Purchasing Department, the facilities of the General Services Administration of the United States Government or other means authorized by law in securing the necessary supplies and equipment to accomplish the purposes for which said Department is formed.

(N) All property, real or personal, tangible or intangible, shall be acquired, held and disposed of by the Department as agent for the City and County.

(O) The City and County shall have an undivided interest as joint tenants without right of survivorship in all property of any kind whatsoever acquired by the Department as joint property of the City and County. Any such property acquired solely for use within the County or the City, shall belong to the City or the County as their interests appear. The portion of the undivided interest of the City and County in such jointly owned property shall be in the same ratio as their respective cumulative appropriations bear to the total appropriations of both to the Department. At the termination of this Agreement or upon a disposition of any property of the Department, the City and County shall divide the Department's property or the proceeds of any sales thereof in accordance with their respective interests established by this Agreement. Nothing in this Agreement shall prevent the Department from leasing or borrowing property to further the purposes of this Agreement.

(P) The Department shall do all things and perform any and all acts which the City and the County, acting through the Policy Committee, may deem necessary to effectuate the purposes for which this Agreement was entered into in accordance with the State of Kentucky Disaster and Emergency Response Plan.

(Q) The Department, subject to the approval of the Policy Committee, is authorized and empowered to make, amend and rescind such orders, rules and regulations as may be necessary for disaster and emergency response purposes and to supplement the carrying out of the provisions of Chapter 39 of the Kentucky Revised Statutes. Such orders, rules and regulations shall not be inconsistent with any orders, rules or regulations promulgated by the Governor of the State of Kentucky or by any Kentucky State Agency exercising a power delegated to it by the Governor of Kentucky. All such orders, rules and regulations promulgated by the Department shall have the full force and effect of law, when filed in the Office of the Clerk of the Jefferson County Fiscal Court and the law enforcement authorities of the City and the County shall enforce such orders, rules and regulations, all as provided in KRS 39.427.

(R) As required by the provisions of KRS 39.432, no person shall be employed or associated in any capacity with the Department who advocates a change by force or violence in the constitutional form of the government of the United States or in the State of Kentucky or the overthrow of any government in the United States by force or violence, or who has been convicted of or is under indictment or information charging any subversive act against the United States and each person who is appointed to serve the Department shall, before entering upon his duties, take an oath, in writing, before a person authorized to administer oaths in the State of Kentucky, which oath shall be substantially as set forth in KRS 39.432.

(S) Section XIII of this Cooperative Compact supersedes and replaces the Interlocal Agreement entered into by the City and County on July 5, 1984, and recorded in Miscellaneous Records Book 120, Page Number 282 of the County Clerk of Jefferson County and any other agreement or enactment of the City and County that created a Disaster and Emergency Service. (County Resolution No. 24, Series 1984; City Codified General Ordinance Sections 35.075 - 35.094).

SECTION XIV - TRANSIT AUTHORITY OF RIVER CITY
(Organized and governed by KRS Chapter 96A)

*12-2-1984
at 1:00 PM
R. T. ...
30/50*

(A) Pursuant to KRS 96A.040, as amended by 1986 Kentucky Acts Chapter 77, and subject to the initial adjustment of the terms of sitting members provided for in 1986 Kentucky Acts Chapter 77, the terms of the members on the Transit Authority of River City Board shall be for three (3) years and until their successors are appointed and qualified. Upon the effective date of 1986 Kentucky Acts Chapter 77, the terms of the members sitting on the Board shall be adjusted by separate action of the Mayor, and the County Judge/Executive with the approval of Fiscal Court.

(B) Pursuant to KRS 96A.070, as amended by 1986 Kentucky Acts Chapter 77, during the term of this Cooperative Compact, the executive director and a secretary-treasurer or any individual, corporation or partnership, either by contract or employment, who serves as executive director or secretary-treasurer in the management of the affairs of the Board, shall be appointed by and serve at the joint pleasure of the Mayor, and the County Judge/Executive with the approval of Fiscal Court pursuant to KRS 67.040.

(C) All provisions of KRS Chapter 96A which direct the operation of a mass transit system shall continue to govern the operation of the Transit

Authority of River City unless a change as allowed by law is specifically enumerated within this Cooperative Compact or by subsequent ordinance or resolution of the City or County.

SECTION XV - METROPOLITAN SEWER DISTRICT
(Organized and governed by KRS Chapter 76)

*Amended to
KRS to meet
appears to be
OK*

(A) Pursuant to KRS 76.030, as amended by 1986 Kentucky Acts Chapter 77, during the term of this Cooperative Compact, the terms of the members of the Metropolitan Sewer District Board shall be for three (3) years and until their successors are appointed and qualified. Upon the effective date of 1986 Kentucky Acts Chapter 77, the terms of the members sitting on the Board shall be adjusted by separate action of the Mayor, and the County Judge/Executive with the approval of Fiscal Court.

(B) Pursuant to KRS 76.060, as amended by 1986 Kentucky Acts Chapter 77, during the term of this Cooperative Compact, the executive director, secretary-treasurer and chief engineer of the Metropolitan Sewer District shall be appointed by and serve at the joint pleasure of the Mayor, and the County Judge/Executive with the approval of the Fiscal Court pursuant to KRS 67.040.

(C) Pursuant to KRS 76.030(1), no more than three (3) of the Mayor's appointments and two (2) of the County Judge/Executive's appointments to terms beginning after July 15, 1986, shall be of the same political party affiliation.

(D) All provisions of KRS Chapter 76 which direct the operation of the Metropolitan Sewer District shall continue to govern the operation of Metropolitan Sewer District unless a change as allowed by law is specifically enumerated within this Cooperative Compact or by subsequent ordinance or resolution of the City or the County.

SECTION XVI - LOUISVILLE FREE PUBLIC LIBRARY

*Director is appointed
50/50
by City as fiscal Agent*

(A) The Board of Trustees of the Louisville Free Public Library is hereby dissolved as a corporate entity effective December 31, 1986, and all assets and liabilities of the Board of Trustees shall be transferred to the joint department. Subsection (B) through (M) hereafter shall take effect January 1, 1987.

(B) Pursuant to KRS 173.105, as amended by 1986 Kentucky Acts Chapter 77, during the term of this Cooperative Compact, the City and the County do hereby create a joint City/County Department for the purpose of providing a free public library. The new library department is to be known as the Louisville Free Public Library.

(C) The City and the County shall provide all staff for the Library. The officers, employees and staff of the Louisville Free Public Library shall be transferred to the service of the department. The employees of the Library shall be covered by the City's classification and compensation ordinance.

(D) The City shall assume fiscal agent activities January 1, 1987.

(E) Employees of the Library shall have such rights to collectively bargain as are given to other City employees by ordinance. In the event that recognition is granted to a collective bargaining organization, negotiations will be led by the City as fiscal agent and a representative from the County shall also be appointed by the County Judge/Executive to serve on the negotiating team. Any resulting collective bargaining agreement must be passed by the City as fiscal agent.

(F) All current and future employees of the Library shall not be guided by the residency ordinance of the City but shall be guided by the County's residency resolution, Resolution No. 19, Series 1986.

(G) The Mayor, and the County Judge/Executive with the approval of Fiscal Court pursuant to KRS 67.040, shall jointly appoint a Director of the Library. The Director shall serve at the pleasure of either of the appointing authorities, provided, however, if either of the appointing authorities terminates the Director, the other shall be notified in writing and such termination shall not take effect until thirty (30) days after such notice is given. In the event that the appointing authorities jointly terminate the Director, such termination may take effect immediately. The compensation of the Director shall be fixed by the City as fiscal agent for the Department. The Director is authorized to employ the necessary staff and personnel for the operation of the Library subject to available funds.

(H) The operating cost, including all salaries, of the Library shall be financed by annual appropriations from both the City and the County. All funding to be provided to the Library shall be provided equally by the City and County on a fifty-fifty basis.

(I) Following the procedures of the City and County for budget preparation, the Mayor and County Judge/Executive shall present to the Fiscal Court and the Board of Aldermen a proposed budget stating the amount of money needed for the next fiscal year. Such funds as are appropriated by the Fiscal Court for the Library are to be paid to the City as the fiscal agent for the Library, in twelve (12) equal monthly installments. All expenses of the Library shall be paid by the City as fiscal agent.

(J) All property owned by either party at or before the effective date of this Cooperative Compact shall remain the property of that party, although it is the intention of the parties that the property shall be under the control of the Library to be used in the operation of the library system.

(K) In the event of the dissolution of the Library, the unused funds appropriated to the account and any assets not otherwise disposed of the Library shall be returned to the parties according to the percentages in which the sums had been appropriated to the department.

(L) (1) Effective January 1, 1987, there is hereby established a Louisville and Jefferson County Library Advisory Commission.

(2) The Commission may adopt by-laws and such other rules and regulations as may be necessary to its operations.

(3) The Commission shall consist of nine (9) members, four (4) of whom shall be appointed by the Mayor with the approval of the Board of Aldermen, and four (4) of whom shall be appointed by the County Judge/Executive with the approval of Fiscal Court. The Mayor, and County Judge/Executive with the approval of Fiscal Court, shall jointly appoint a ninth member to serve as Chairperson of the Commission. The terms of the members shall be three (3) years, except that of the members first appointed two (2) of each of the Mayor's and County Judge/Executive's appointments shall be appointed for one (1) year terms, one (1) of each of the Mayor's and County Judge/Executive's appointments shall be appointed for a two (2) year term and one each of the Mayor's and County Judge/Executive's appointments shall be appointed for a three (3) year term. Vacancies shall be filled by the appointing authority for the unexpired portion of the term in accordance with the selection process outlined in this Section.

(4) The City and County may, at the request of the Commission, provide such personnel as may be necessary to carry out the purposes of the Commission. These employees shall be under the direction of the Director of the Library.

(5) Each member shall be at least eighteen (18) years of age and the Mayor's appointments must reside within the City, and the County Judge/Executive's appointments must reside within the County. No member shall be an employee of the City or County government.

(6) A member of the Commission may be removed by the appointing authority for cause, after a hearing by the appropriate appointing authority, and after at least ten (10) days notice in writing has been given to the member of the Commission, which notice shall embrace the charges preferred against the person.

(7) A member of the Commission shall be immediately removed from the Commission if the member has missed three (3) consecutive regular meetings of the Commission, without sufficient excuse accepted by the whole Commission.

(8) Members of the Commission shall serve without compensation, but shall be reimbursed for necessary expenses incurred in the performance of their duties subject to available funds.

(9) The Commission shall have sole authority within the funds available for the determination of Library materials to be purchased and kept by the Library and shall have sole authority for the determination of the expenditures from gifts and grants donated to the Library.

(10) At the request of the Mayor or County Judge/Executive, the Commission may make recommendations on other activities of the Library. Such recommendations may include:

- (a) an annual evaluation of the Director's performance;
- (b) an annual evaluation of the adequacy of services provided to the community by the Library;
- (c) annual and long-range goals and priorities of the Library;

- (d) the establishment of a citizen's complaint procedure; and
- (e) the use and management of volunteers.

(M) Section XVI of this Cooperative Compact supersedes and replaces any other agreement or understanding of the City and County on the operation of the Louisville Free Public Library and City Codified General Ordinance Section 32.055.

*50/50 w/ Personnel Department
Issue Appointments
County & City Parks Dept
City & County Parks Dept*

SECTION XVII - LOUISVILLE AND JEFFERSON COUNTY METROPOLITAN
PARKS DEPARTMENT

(A) Pursuant to KRS 97.035, as amended by 1986 Kentucky Acts Chapter 77, during the term of this Cooperative Compact, the City and County do hereby create a joint City/County Department to maintain and conduct a park and recreational system. The new Parks Department is to be known as the Louisville and Jefferson County Metropolitan Parks Department.

(B) The Metropolitan Parks and Recreation Board is hereby dissolved as a corporate entity and all assets and liabilities of the Board shall be transferred to the joint Department.

(C) The City and County shall provide all staff for the Parks Department. Upon the effective date of this Cooperative Compact, the officers, employees and staff of the Metro Parks and Recreation Board shall be transferred to the service of the Parks Department.

(D) The City shall serve as fiscal agent for the Parks Department. The employees of the Parks Department shall be covered by the City's classification and compensation ordinance.

(E) Employees of the Parks Department shall have such rights to collectively bargain as are given to other City employees by ordinance. In the

event that recognition is granted to a collective bargaining organization, negotiations will be led by the City as fiscal agent and a representative from the County shall also be appointed by the County Judge/Executive to serve on the negotiating team. Any resulting collective bargaining agreement must be passed by the City as fiscal agent.

(F) All current and future employees of the Parks Department shall not be subject to the residency ordinance of the City but shall be guided by the County's residency resolution, Resolution No. 19, Series 1986.

(G) The Mayor, and the County Judge/Executive with the approval of Fiscal Court pursuant to KRS 67.040, shall jointly appoint a Director of the Parks Department. The Director shall serve at the pleasure of either of the appointing authorities, provided however, if either of the appointing authorities terminates the Director, the other shall be notified in writing and such termination shall not take effect until thirty (30) days after such notice is given. In the event that the appointing authorities jointly terminate the Director, such termination may take effect immediately. The compensation of the Director shall be fixed by the City in accordance with the City's classification and compensation ordinance as the fiscal agent for the Department. The Director is authorized to employ the necessary staff and personnel for the operation of the Department subject to available funds.

(H) Administrative costs shall be financed by equal annual appropriations from both the City and the County. The cost of operations of the parks shall be funded by the City for parks located within City limits and by the County for parks located outside City limits within Jefferson County. All expenses of the Parks Department shall be paid by the City as fiscal agent.

(I) Following the procedures of the City and County for budget preparation, the Mayor and County Judge/Executive shall submit to the Fiscal Court and the Board of Aldermen a proposed plan and budget of the expected receipts and expenses for the ensuing fiscal year, with an outline of proposed programs and projects for the ensuing year. This program and budget shall be subject to approval, rejection, or modification by the Fiscal Court and the Board of Aldermen. Such funds as are appropriated by the Fiscal Court for the Parks Department are to be paid to the City as fiscal agent in twelve (12) equal monthly installments.

(J) All property owned by either party at or before the effective date of this Cooperative Compact shall remain the property of that party, although it is the intention of the parties that the property shall be under the control of the Department to be used in the operation of the Department.

(K) In the event of the dissolution of the Parks Department, the unused funds appropriated to the account and any assets not otherwise disposed of the Department shall be returned to the parties according to the percentages in which the sums had been appropriated to the Department.

(L) There may be permitted in facilities under the jurisdiction of the Parks Department, at times and places permitted by the Department, the sale and consumption of malt beverages. Provisions of this section are invalid wherever local option law prohibits sale and consumption of malt beverages.

(M) Upon the effective date of this Cooperative Compact, sitting members of the Metropolitan Parks and Recreation Board shall serve as an interim Louisville and Jefferson County Metropolitan Parks Advisory Commission until January 1, 1987, with the same duties as the permanent advisory commission.

(N) (1) Effective January 1, 1987, there is hereby established a Louisville and Jefferson County Metropolitan Parks Advisory Commission.

(2) The Commission may adopt by-laws and such other rules and regulations as may be necessary to its operations.

(3) The Commission shall consist of nine (9) members, four (4) of whom shall be appointed by the Mayor with the approval of the Board of Aldermen, and four (4) of whom shall be appointed by the County Judge/Executive with the approval of Fiscal Court, The Mayor, and the County Judge/Executive with the approval of Fiscal Court, shall jointly appoint a ninth member to serve as Chairperson of the Commission. All members shall serve terms of three (3) years, except that of the members first appointed two (2) of each of the Mayor's and County Judge/Executive's appointments shall be appointed for one (1) year terms, one (1) of each of the Mayor's and County Judge/Executive's appointments shall be appointed for a two (2) year term and one each of the Mayor's and County Judge/Executive's appointments shall be appointed for a three (3) year term. Vacancies shall be filled by the appointing authority for the unexpired portion of the term in accordance with the selection process outlined in this section.

(4) The City and County may, at the request of the Commission, provide such personnel as may be necessary to carry out the purposes of the Commission. These employees shall be under the direction of the Director of the Department.

(5) Each member shall be at least eighteen (18) years of age and the Mayor's appointments must reside within the City, and the County Judge/Executive's appointments must reside within the County. No member shall be an employee of the City or County government.

(6) A member of the Commission may be removed by the appointing authority for cause, after a hearing by the appropriate appointing authority, and after at least ten (10) days notice in writing has been given to the member of the Commission, which notice shall embrace the charges preferred against the person.

(7) A member of the Commission shall be immediately removed from the Commission if the member has missed three (3) consecutive regular meetings of the Commission, without sufficient excuse accepted by the whole Commission.

(8) Members of the Commission shall serve without compensation, but shall be reimbursed for necessary expenses incurred in the performance of their duties subject to available funds.

(9) At the request of the Mayor or the County Judge/Executive, the Commission may make recommendations on other activities of the Parks Department. Such recommendations may include:

- (a) an annual evaluation of the Director's performance;
- (b) an annual evaluation of the adequacy of services provided to the community by the Parks Department;
- (c) annual and long-range goals and priorities of the Parks Department;
- (d) the establishment of a citizen's complaint procedure; and
- (e) the use and management of volunteers.

(O) Section XVII of this Cooperative Compact supersedes and replaces any other agreement or enactment of the City and the County that created a Metropolitan Parks and Recreation Board. (County Resolution enacted September 24, 1974; City Codified General Ordinance Sections 33.080 - 33.090)

*joint Agreement
of Director
SO/SD
financing
City is Fiscal Agent*

**SECTION XVIII - LOUISVILLE AND JEFFERSON COUNTY OFFICE
FOR ECONOMIC DEVELOPMENT**

(A) During the term of this Cooperative Compact, the City and the County do hereby create a joint City/County Department for the purpose of promoting economic development throughout the City and the County. The new economic development department is to be known as the Louisville and Jefferson County Office for Economic Development.

(B) The City and the County shall provide all staff for the Office for Economic Development. Upon the effective date of this Cooperative Compact, the officers, employees and staff of both the City and County Departments of Economic Development shall be transferred to the service of the joint Office for Economic Development.

(C) The City shall serve as fiscal agent for the Office for Economic Development. The employees of the Office shall be covered by the City's classification and compensation ordinance.

(D) Employees of the Office shall have such rights to collectively bargain as are given to other City employees by ordinance. In the event that recognition is granted to a collective bargaining organization, negotiations will be led by the City as fiscal agent and a representative from the County shall also be appointed by the County Judge/Executive to serve on the negotiating team. Any resulting collective bargaining agreement must be passed by the City as fiscal agent.

(E) All current and future employees of the Office shall not be subject to the residency ordinance of the City but shall be guided by the County's residency resolution, Resolution No. 19, Series 1986.

(F) The Mayor, and the County Judge/Executive with the approval of Fiscal Court pursuant to KRS 67.040, shall jointly appoint a Director of the joint

Office. The Director shall serve at the pleasure of either of the appointing authorities, provided, however, if either of the appointing authorities terminates the Director, the other shall be notified in writing and such termination shall not take effect until thirty (30) days after such notice is given. In the event that the the appointing authorities jointly terminate the Director, such termination may take effect immediately. The compensation of the Director shall be fixed by the City as fiscal agent for the Office. The Director is authorized to employ the necessary staff and personnel for the operation of the Office subject to availability of funds.

(G) The operating cost, including all salaries, of the joint Office shall be financed by annual appropriations from both the City and County. The operating funds to be provided to the Office shall be provided equally by the City and County on a fifty-fifty basis. The City and County may separately fund such other activities of the Office as either deems appropriate.

(H) Following the procedures of the City and County for budget preparation, the Mayor and County Judge/Executive shall present to Fiscal Court of Jefferson County and the Board of Aldermen a proposed budget stating the amount of money needed for the next fiscal year. Such funds as are appropriated by Fiscal Court are to be paid to the City as the fiscal agent for the joint Department in twelve (12) equal installments at the beginning of each month. All expenses of the Department shall be paid by the City as fiscal agent.

(I) All property owned by either party at or before the effective date of this agreement shall remain the property of that party, although it is the intention of the parties that the property shall be under the control of the Office to be used in the operation of the Office.

(J) In the event of the dissolution of the office, the unused funds appropriated to the account and any assets not otherwise disposed of the Office shall be returned to the parties according to the percentages in which the sums had been appropriated to the Office.

(K) Section XVIII of this Cooperative Compact supersedes and replaces City Ordinance No 70, Series 1986, which created a Department of Economic Development.

SECTION XIX - QUALITY AND CHARITY TRUST FUND

The Quality and Charity Care Trust Agreement entered into on January 27, 1983, by and among the County, the City, the University of Louisville, the Commonwealth of Kentucky and Humana of Virginia, Inc. set forth the joint obligations of the City and the County. The City and County by separate action of the Board of Aldermen and Fiscal Court have amended the joint funding responsibilities between the City and County.

SECTION XX - DURATION

This Cooperative Compact shall be for a period of twelve (12) years and shall terminate on June 30, 1998, except that if any mandatory provision of 1986 Kentucky Acts Chapter 77, is adjudicated invalid or if any provision of 1986 Kentucky Acts Chapter 77, is amended or repealed by subsequent act of the General Assembly, this Cooperative Compact shall immediately terminate.

SECTION XXI - EFFECTIVE DATE

This Cooperative Compact shall take effect on July 1, 1986. Provided, however, any provision authorized only by 1986 Kentucky Acts Chapter 77 will take effect on the effective date of 1986 Kentucky Acts Chapter 77.

SECTION XXII - AMENDMENT OF COOPERATIVE COMPACT

This Cooperative Compact may be amended by the City and the County, provided that no such amendment shall conflict with the provisions of 1986 Kentucky Acts Chapter 77.

SECTION XXIII - SEVERABILITY

If any part of this Cooperative Compact is held unconstitutional or invalid the remaining parts shall remain in force, unless 1986 Kentucky Acts Chapter 77 provides otherwise, or unless the remaining parts are so essentially and inseparably connected with and dependent upon the unconstitutional or invalid part that it is apparent that the City and County would not have enacted the remaining parts without the unconstitutional or invalid part, or unless the remaining parts, standing alone, are incomplete and incapable of being executed in accordance with the intent of the City and County.

SECTION XXIV - TITLES

Titles, headings and notes, and explanatory notes and cross references, within this Cooperative Compact, do not constitute any part of this Cooperative Compact and are inserted for the convenience of reference only and are not to be considered in the construction of the provisions and shall not in any way limit the scope or modify the substance or context of this Cooperative Compact.

SECTION XXV - ENTIRETY OF AGREEMENT

This Cooperative Compact constitutes the entire agreement of the City and County with respect to the provisions of this Cooperative Compact and supersedes all prior agreements and understandings of the City and County in connection with the subject matter of this Cooperative Compact.

In testimony whereof, the Mayor of the City and the County Judge/Executive of the County subscribe their signatures in their official capacities pursuant to enabling legislation passed by the Board of Aldermen and Fiscal Court.

CITY OF LOUISVILLE

COUNTY OF JEFFERSON

Ordinance No. ____, Series 1986

Resolution No. ____, Series 1986

Enacted _____, 1986

Enacted _____, 1986

BY:

JERRY E. ABRAMSON,
MAYOR

BY:

HARVEY I. SLOANE,
COUNTY JUDGE/EXECUTIVE

APPROVED AS TO FORM:

FRANK X. QUICKERT, JR.
DIRECTOR OF LAW

MIKE CONLIFFE
COUNTY ATTORNEY

Insofar as sections of this Cooperative Compact comply with the Interlocal Agreement Act, this Compact is in proper form and is compatible with the laws of the Commonwealth; therefore, it is approved this ____ day of _____, 1986.

DAVID L. ARMSTRONG
ATTORNEY GENERAL
COMMONWEALTH OF KENTUCKY

CITY/COUNTY COMPACT BOARDS

Air Pollution - 7 Members

4 County Judge
3 Mayor

Board of Health - 10 Members

Mayor
County Judge
4 County Judge
4 Mayor

Human Relations - 21 Members

9 County Judge
12 Mayor
(Members are subject to removal at the
discretion of the appointing authority)

Planning Commission - 10 Members

Mayor
County Judge
County Engineer
City Works Director
3 County Judge (Must reside outside
city)
3 Mayor (Must reside in city)

Crime Commission - 24 Members

Mayor
County Judge
4 County Judge (Must reside outside
city)
4 Mayor (Must reside in city)
14 By virtue of office
** The County Judge appoints one member
as Chair

Louisville/Jefferson Cty. Library Advisory Commission - 9 Members

4 County Judge
4 Mayor
1 Chair by joint appointment

Louisville/Jefferson Cty. Parks Advisory Commission - 9 Members

4 County Judge
4 Mayor
1 Chair by joint appointment