

Louisville Metro Government



Meeting Agenda – Final

Thursday, November 09, 2023

6:00 PM

THIS MEETING IS BEING HELD VIA VIDEO TELECONFERENCE
Council Chambers/Virtual

Metro Council

*Tammy Hawkins (D-1), Barbara Shanklin (D-2), Kumar Rashad (D-3),
Jecorey Arthur (D-4), Donna L. Purvis (D-5), Phillip T. Baker (D-6), Paula McCraney
(D-7),*

*Ben Reno-Weber (D-8), Andrew Owen (D-9), Pat Mulvihill (D-10),
Kevin Kramer (R-11), Rick Blackwell (D-12), Dan Seum (R-13), Cindi Fowler (D-14),
Jennifer Chappell (D-15), Scott Reed (R-16), Markus Winkler (D-17),
Marilyn Parker (D-18), Anthony Piagentini (R-19), Stuart Benson (R-20), Betsy
Ruhe (D-21),*

*Robin Engel (R-22), Jeff Hudson (R-23), Madonna Flood (D-24), Khalil Batshon (R-
25), Brent Ackerson (D-26)*

President: Markus Winkler (D-17)

President Pro Tem: Paula McCraney (D-7)

48. R-143-23 A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT AMONG LOUISVILLE/JEFFERSON COUNTY METRO ALCOHOL BEVERAGE CONTROL ("ABC") AND THE CITY OF MIDDLETOWN RELATING TO ALCOHOL BEVERAGE CONTROL ENFORCEMENT.

Enactment #: Resolution No. 097, Series 2023

Sponsors:

RESOLUTION NO. _____, SERIES 2023

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT AMONG LOUISVILLE/JEFFERSON COUNTY METRO ALCOHOL BEVERAGE CONTROL (“ABC”) AND THE CITY OF MIDDLETOWN RELATING TO ALCOHOL BEVERAGE CONTROL ENFORCEMENT.

SPONSORED BY: COUNCIL MEMBER PIAGENTINI AND PRESIDENT WINKLER

WHEREAS, the Kentucky Interlocal Cooperation Act KRS 65.210 through 65.300, permits units of local government to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and to thereby provide services and facilities in a manner and form that will best accord with geographic, economic, population and other factors which influence the needs and development of local communities; and

WHEREAS, the City of Middletown, (hereinafter, “Middletown”) and Louisville/Jefferson County Metro Government (hereinafter, “Metro”) are public agencies as defined by KRS 65.230; and

WHEREAS, Middletown has expressed its desire for Metro to assist with ABC enforcement activities to reduce underage access to alcoholic beverages and/or the consumption of alcoholic beverages; and

WHEREAS, the parties desire to provide uniformity between the agencies for ABC violations, including criminal violation(s) committed on licensed premises by properly licensed retailers in Middletown, through the shared access to administrative court against any retailer(s) and employee(s) of licensed establishments who violate Kentucky laws &/or Metro or Middletown ordinances; and

WHEREAS, Middletown ABC does not currently have a program which specifically targets underage consumption of alcoholic beverages.

NOW, THEREFORE, BE IT RESOLVED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (“COUNCIL”) AS FOLLOWS:

SECTION I: The Council approves and authorizes Louisville Metro to execute and enter into the Interlocal Cooperation Agreement among Louisville/Jefferson County Metro Alcohol Beverage Control and the City of Middletown for Louisville Metro ABC enforcement substantially in the form attached hereto as Exhibit A (the “Agreement”).

SECTION II: The Mayor and other officers and employees of Louisville Metro are authorized to execute and deliver the Agreement and to perform any and all actions necessary or convenient to undertake and perform the duties and obligations thereunder.

SECTION III: This Resolution shall take effect upon its passage and approval or otherwise becomes law.

Sonya Harward
Metro Council Clerk

Markus Winkler
President of the Council

Craig Greenberg
Mayor

Approval Date

APPROVED AS TO FORM AND LEGALITY:

Michael J. O’Connell
Jefferson County Attorney

By: _____
R-143-23 Resolution approving Interlocal Agreement with the City of Middletown.

INTERLOCAL COOPERATION AGREEMENT

This Agreement is made and entered into this the 9th day of Nov. 2022, by and between Louisville/Jefferson County Metro Government, a Consolidated Local Government, 527 W. Jefferson Street, Louisville, KY 40202 hereinafter referred to as the "Metro" and the City of Middletown, a Home Rule Class municipal government, 11803 Old Shelbyville Road, Middletown KY 40243 herein referred to as the "Middletown".

WHEREAS, the Middletown has its own local Alcohol Beverage Control Administrator and currently enforces ABC laws for those establishments holding a City of Middletown ABC license,

AND WHEREAS, Middletown desires to contract with Metro to take over ABC enforcement activities within the City of Middletown and Metro is able to provide such services in an efficient and economical manner,

WHEREAS, KRS 65.210 et seq governs interlocal agreements between governmental units,

NOW THEREFORE:

IT IS HEREBY AGREED AS FOLLOWS:

- (1) Metro will provide qualified alcohol beverage control enforcement officers to conduct license enforcement activities within the City of Middletown. Metro shall perform the same ABC enforcement activities that it currently conducts in Louisville Metro, including the physical inspection of licensed premises, use of decoys to enforce underage drinking, and responding to complaints about licensed premises.
- (2) Metro ABC enforcement officers shall at all times during patrols remain under the sole direction, jurisdiction and control of the Metro and Middletown shall not have authority of any kind to direct, supervise or otherwise control said police officers, nor shall such ABC officers be considered officers, agents, or employees of Middletown for any purpose

whatsoever. Said ABC enforcement officers shall conduct themselves at all times during such patrol in accordance with and pursuant to applicable state law, Metro's current standard Operating Procedures Manual and any other policies or directive of Metro. Middletown, through its ABC Administrator, shall have authority to direct to Metro complaints relating to licensure and ABC enforcement issues. For any enforcement proceedings, Middletown and Metro may use either Middletown's or Metro's ABC hearing facilities.

- (3) For services of Metro in providing ABC enforcement services under the terms and conditions set forth herein, Middletown agrees to pay Metro one half of all fines collected from any violations of ABC laws by Middletown license holders. Payment by Middletown shall be made within 30 days of a fine being paid to Middletown.
- (4) The parties hereto may amend the rate of compensation set forth in this agreement either by actual amendment to the agreement or by letter of agreement approved by the respective parties' governmental bodies.
- (5) It is expressly understood and agreed that all ABC enforcement officers provided by Metro pursuant to this Agreement are employees of Metro and are acting only in such capacity and pursuant to their authority as Louisville Metro ABC enforcement officers and for no other purpose.
- (6) This Agreement shall be effective the first day of the month following: (1) the approval of this Agreement, by resolution, motion or otherwise, by the legislative body of Middletown and the proper authority of Metro as required by KRS 65.240 and (2) the receipt of the notice of approval of this agreement from the department for Local Government as required by KRS 65.260.

- (7) The duration of this Agreement shall be one year from the date first stated above. Thereafter, this Agreement will automatically renew for one (1) year periods unless thirty (30) day written notice of cancellation is given by the terminating party to the non-terminating party.
- (8) This agreement may be terminated for any reason by either party during the term of the Agreement on thirty (30) day written notice to the non-terminating party.
- (9) Services will be as-needed only for the compensation as set out herein. Pursuant to KRS 65.250, the parties state: (1) that there is no real or personal property acquired, held and disposed of during the term of this Agreement; (2) since there is no real or personal property acquired, held and disposed of through this Agreement and services will be as-needed and compensated by splitting the ABC fines collected from license holders in Middletown, there is no budget to be established or maintained, (3) Louisville Metro is a participating entity with the Kentucky Public Pensions Authority, the pension plan contribution payments are being made for all ABC enforcement staff, and there will be no impact to Kentucky Public Pensions Authority, (4) since there is no real or personal property acquired, held and disposed of through this Agreement, it is not necessary to have a method for dispossession of property upon termination of the Agreement.
- (10) This agreement contains the entire agreement between the parties and no other prior representations, promise or covenants, whether written or oral, not specifically mentioned herein, shall be binding upon the parties.

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

BY: _____

DATE: _____

CITY OF MIDDLETOWN

BY  _____
COMMISSIONER MARK STIGERS
MAYOR PRO TEM

DATE: 11-09-2023

HAVE SEEN AND AGREED:

COMMONWEALTH OF KENTUCKY
DEPARTMENT FOR LOCAL GOVERNMENT

BY: _____

DATE: _____

CITY OF MIDDLETOWN
MUNICIPAL ORDER 11-09-2023-A
A MUNICIPAL ORDER ADOPTING AN INTERLOCAL COOPERATION AGREEMENT

WHEREAS, the City Commission understands that the enforcement of Alcohol Beverage Control (ABC) laws through its Local Administrator is an important regulatory task,

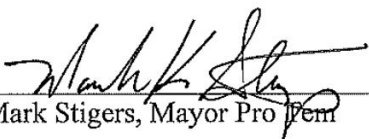
AND WHEREAS, the City Commission further finds that maintaining sufficient resources to enforce ABC law should also include partnerships with other governmental bodies, such as Louisville/Jefferson County Metro Government,

AND WHEREAS, the City Commission has negotiated an agreement with Louisville/Jefferson County Metro Government by which the City of Middletown may utilize the extensive resources of Metro to help the City of Middletown Local Administrator to better enforce ABC laws,


NOW THEREFORE, BE IT ORDERED BY THE CITY OF MIDDLETOWN:

Section 1. That the certain Interlocal Cooperation Agreement between the City of Middletown and Louisville/Jefferson County Metro Government, dated the 9th day of Nov., 2023, be, and hereby is approved. This agreement allows Louisville/Jefferson County Metro Government to assist the City of Middletown Local ABC Administrator to better enforce ABC laws within the City of Middletown, Kentucky.

Adopted this 9th day of Nov., 2023.


Mark Stigers, Mayor Pro Tem

ATTEST:


Marianne Butler, City Clerk

Those in Favor: 4

Those Opposed: X

INTERLOCAL COOPERATION AGREEMENT

This Agreement is made and entered into this the ____day of _____202____, by and between Louisville/Jefferson County Metro Government, a Consolidated Local Government, 527 W. Jefferson Street, Louisville, KY 40202 hereinafter referred to as the “Metro” and the City of Middletown, a Home Rule Class municipal government, 11803 Old Shelbyville Road, Middletown KY 40243 herein referred to as the “Middletown”.

WHEREAS, the Middletown has its own local Alcohol Beverage Control Administrator and currently enforces ABC laws for those establishments holding a City of Middletown ABC license,

AND WHEREAS, Middletown desires to contract with Metro to take over ABC enforcement activities within the City of Middletown and Metro is able to provide such services in an efficient and economical manner,

WHEREAS, KRS 65.210 et seq governs interlocal agreements between governmental units,

NOW THEREFORE:

IT IS HEREBY AGREED AS FOLLOWS:

- (1) Metro will provide qualified alcohol beverage control enforcement officers to conduct license enforcement activities within the City of Middletown. Metro shall perform the same ABC enforcement activities that it currently conducts in Louisville Metro, including the physical inspection of licensed premises, use of decoys to enforce underage drinking, and responding to complaints about licensed premises.
- (2) Metro ABC enforcement officers shall at all times during patrols remain under the sole direction, jurisdiction and control of the Metro and Middletown shall not have authority of any kind to direct, supervise or otherwise control said police officers, nor shall such ABC officers be considered officers, agents, or employees of Middletown for any purpose

whatsoever. Said ABC enforcement officers shall conduct themselves at all times during such patrol in accordance with and pursuant to applicable state law, Metro's current standard Operating Procedures Manual and any other policies or directive of Metro. Middletown, through its ABC Administrator, shall have authority to direct to Metro complaints relating to licensure and ABC enforcement issues. For any enforcement proceedings, Middletown and Metro may use either Middletown's or Metro's ABC hearing facilities.

- (3) For services of Metro in providing ABC enforcement services under the terms and conditions set forth herein, Middletown agrees to pay Metro one half of all fines collected from any violations of ABC laws by Middletown license holders. Payment by Middletown shall be made within 30 days of a fine being paid to Middletown.
- (4) The parties hereto may amend the rate of compensation set forth in this agreement either by actual amendment to the agreement or by letter of agreement approved by the respective parties' governmental bodies.
- (5) It is expressly understood and agreed that all ABC enforcement officers provided by Metro pursuant to this Agreement are employees of Metro and are acting only in such capacity and pursuant to their authority as Louisville Metro ABC enforcement officers and for no other purpose.
- (6) This Agreement shall be effective the first day of the month following: (1) the approval of this Agreement, by resolution, motion or otherwise, by the legislative body of Middletown and the proper authority of Metro as required by KRS 65.240 and (2) the receipt of the notice of approval of this agreement from the department for Local Government as required by KRS 65.260.

- (7) The duration of this Agreement shall be one year from the date first stated above. Thereafter, this Agreement will automatically renew for one (1) year periods unless thirty (30) day written notice of cancellation is given by the terminating party to the non-terminating party.
- (8) This agreement may be terminated for any reason by either party during the term of the Agreement on thirty (30) day written notice to the non-terminating party.
- (9) Services will be as-needed only for the compensation as set out herein. Pursuant to KRS 65.250, the parties state: (1) that there is no real or personal property acquired, held and disposed of during the term of this Agreement; (2) since there is no real or personal property acquired, held and disposed of through this Agreement and services will be as-needed and compensated by splitting the ABC fines collected from license holders in Middletown, there is no budget to be established or maintained, (3) Louisville Metro is a participating entity with the Kentucky Public Pensions Authority, the pension plan contribution payments are being made for all ABC enforcement staff, and there will be no impact to Kentucky Public Pensions Authority, (4) since there is no real or personal property acquired, held and disposed of through this Agreement, it is not necessary to have a method for dispossession of property upon termination of the Agreement.
- (10) This agreement contains the entire agreement between the parties and no other prior representations, promise or covenants, whether written or oral, not specifically mentioned herein, shall be binding upon the parties.

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

BY: _____

DATE : _____

CITY OF MIDDLETOWN

BY _____
MAYOR

DATE: _____

HAVE SEEN AND AGREED:

COMMONWEALTH OF KENTUCKY
DEPARTMENT FOR LOCAL GOVERNMENT

BY: _____

DATE: _____

INTERLOCAL COOPERATION AGREEMENT

ICA 24-002: The Louisville/Jefferson County Metro Government, and the City of Middletown, Kentucky for ABC Enforcement

Reviewed as to compliance with KRS 65.210 to 65.300
And recommended for approval:



David B. Gibson
Staff Attorney
Department for Local Government

1/9/2024

Date

Approved:



Dennis Keene
Commissioner
Department for Local Government

1/9/2024

Date

RESOLUTION NO. 097, SERIES 2023

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT AMONG LOUISVILLE/JEFFERSON COUNTY METRO ALCOHOL BEVERAGE CONTROL (“ABC”) AND THE CITY OF MIDDLETOWN RELATING TO ALCOHOL BEVERAGE CONTROL ENFORCEMENT.

SPONSORED BY: COUNCIL MEMBER PIAGENTINI AND PRESIDENT WINKLER

WHEREAS, the Kentucky Interlocal Cooperation Act KRS 65.210 through 65.300, permits units of local government to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and to thereby provide services and facilities in a manner and form that will best accord with geographic, economic, population and other factors which influence the needs and development of local communities; and

WHEREAS, the City of Middletown, (hereinafter, “Middletown”) and Louisville/Jefferson County Metro Government (hereinafter, “Metro”) are public agencies as defined by KRS 65.230; and

WHEREAS, Middletown has expressed its desire for Metro to assist with ABC enforcement activities to reduce underage access to alcoholic beverages and/or the consumption of alcoholic beverages; and

WHEREAS, the parties desire to provide uniformity between the agencies for ABC violations, including criminal violation(s) committed on licensed premises by properly licensed retailers in Middletown, through the shared access to administrative court against any retailer(s) and employee(s) of licensed establishments who violate Kentucky laws &/or Metro or Middletown ordinances; and

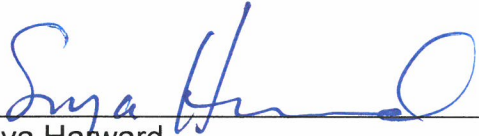
WHEREAS, Middletown ABC does not currently have a program which specifically targets underage consumption of alcoholic beverages.


NOW, THEREFORE, BE IT RESOLVED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT ("COUNCIL") AS FOLLOWS:

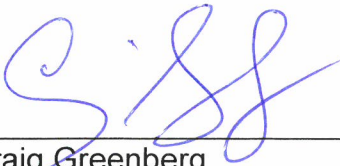
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Sonya Harward
Metro Council Clerk

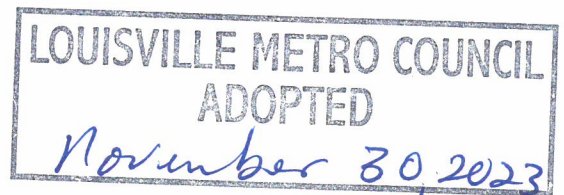

Markus Winkler
President of the Council

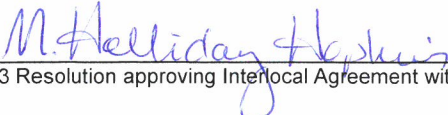

Craig Greenberg
Mayor

12/5/23
Approval Date

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell
Jefferson County Attorney



By: 
R-143-23 Resolution approving Interlocal Agreement with the City of Middletown.

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- (10) This agreement contains the entire agreement between the parties and no other prior representations, promise or covenants, whether written or oral, not specifically mentioned herein, shall be binding upon the parties.

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

BY: 

DATE: 1-8-24

CITY OF MIDDLETOWN

BY: 

MAYOR

DATE: 21 Dec 23

HAVE SEEN AND AGREED:

COMMONWEALTH OF KENTUCKY
DEPARTMENT FOR LOCAL GOVERNMENT

BY: _____

DATE: _____