

Fayette Fiscal Court Meeting Minutes 6/13/2024

Location: Fayette County Clerk's Office, 162 E. Main Street, Lexington, Ky. 40507 & Remotely Via Zoom Platform Meeting Online, hosted by Fayette County Clerk.

Present: County Judge/Executive Mary Diane Hanna, District 1 County Commissioner Brian Miller, District 2 County Commissioner Alayne White, District 3 County Commissioner David Lowe, Meredith Watson (Fayette County Clerk), Doug Burton (LFUCG Div. of Engineering), Mark Feibes (LFUCG Div. of Engineering), Rob Allen (LFUCG Div. of Streets and Roads), Jeff Neal (LFUCG Div. of Traffic Engineering).

1:35 p.m.: Ms. Hanna called the meeting to order and welcomed everyone present.

Ms. Hanna asked if everyone had reviewed the Minutes of the May 16, 2024, meeting. Mr. Lowe made a motion, seconded by Mr. Miller, to approve the Minutes of the May 16, 2024, Fiscal Court meeting. The motion was approved by unanimous vote.

Old Business

No old business was reviewed.

New Business

Consideration of County Agreement with LFUCG (FY 2025). Mr. Burton went over the draft County Road Agreement with LFUCG for FY 2025. The projects listed in the agreement are Haley Lane from Briar Hill Road to end (.10 miles), Columbus Lane from Royster Road to end (0.44 miles), Dolan Lane from Leestown Road to Bethel Road (1.25 miles), Mt. Horeb from Iron Works Rd to Join by Lake (0.90 miles), and Royster from Briar Hill Road to Uttinger Ln. (0.90 miles) for a total of \$718,300.00. The total funds accepted are \$812,955.10. He stated that it would be advisable to move the agreement forward to the Urban County Council for action prior to their summer meeting break.

Ms. White asked if unused funds would roll over. Mr. Burton stated that they would.

Ms. White made a motion, seconded by Mr. Miller, to approve the County Agreement with LFUCG for FY 2025. The motion was approved by unanimous vote.

2024 Local Board of Tax Appeals. Ms. Watson gave an update on the Local Board of Tax Appeals membership for 2024. A change in the board members' schedules necessitated a change to the structure. The membership of the Commercial Board will be as follows: Keith Mays (2023 – 2025 appointment Fiscal Court), E. Clark Toleman (2024-2026 appointment Judge-Executive), and Rick Queen (2024 appointment Fiscal Court).

The membership of the temporary Residential Board is as follows: Seth Tuska (2024 appointment Judge-Executive), Kristen LaRue (2024 appointment Mayor), and Ben Campbell (2023-2024 appointment Mayor).

Mr. Miller made a motion, seconded by Ms. White, to approve the membership of the temporary Residential Board for the 2024 Local Board of Tax Appeals. The motion was approved by unanimous vote of the commissioners present.

Ms. White made a motion, seconded by Mr. Miller, to approve amended membership to the 2024 Local Board of Tax Appeals. The motion was approved by majority vote, with Mr. Lowe noting his abstention.

Ms. White made a motion, seconded by Mr. Miller, to approve June 24 – July 5, 2024, as the dates of the hearings for the Local Board of Tax Appeals. The motion was approved by unanimous vote.

Ms. Hanna named Mr. Mays as chair of the Commercial Board, and Mr. Tuska as chair of the Residential Board.

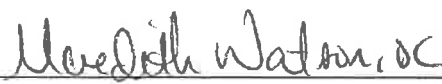
Ms. Hanna noted that April 10, May 8, and June 12, 2025 are the recommended dates for the 2025 Fiscal Court Meetings.

Mr. Miller made a motion, seconded by Mr. Lowe, to approve April 10, May 8, and June 12, 2025 as meeting dates for the Fiscal Court in 2025. The motion was approved by unanimous vote.

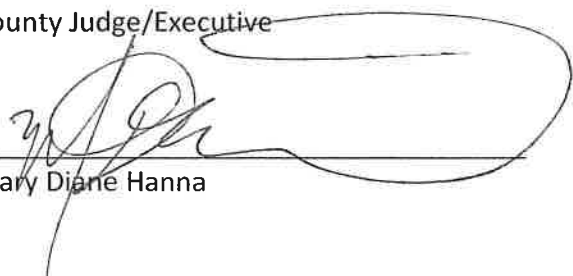
There being no further discussion, Ms. Hanna asked for a motion to adjourn.

Upon motion of Mr. Miller, seconded by Ms. White, the meeting adjourned at 1:51 p.m. by unanimous vote.

Respectfully submitted,


Meredith Watson

County Judge/Executive


Mary Diane Hanna

AGREEMENT – FY 2025

THIS AGREEMENT, made and entered into on the _____ day of _____, 2024, by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A (hereinafter Government), on behalf of its Department of Environmental Quality & Public Works and the FAYETTE FISCAL COURT, a Fiscal Court of the Commonwealth of Kentucky (hereinafter Court) and Honorable MARY DIANE HANNA, Fayette County Judge/Executive (hereinafter County Judge).

WITNESSETH

That for and in consideration of the mutual promises and covenants herein expressed, the parties agree as follows:

1. All sums payable to Fayette County pursuant to KRS 179.415 County Road Aid Fund for the period of July 1, 2024 until June 30, 2025, including any sums due from prior years, shall be paid directly to the Government.
2. County Judge shall be entitled to all sums payable for Fayette County pursuant to the KRS 67.722 County Road Program Expense Fund for the period from July 1, 2024 until June 30, 2025.
3. Government by and through its Department of Environmental Quality & Public Works, shall, subject to the receipt of funds provided for in paragraph 1 above, perform all duties and services with respect to the following County Road Aid Fund projects; except as otherwise specified in this AGREEMENT, as indicated in ATTACHMENT A of this Agreement.
4. The parties understand that the cost of the projects referred to in paragraph 3 above may exceed the expected funds available for the period covered by this AGREEMENT and it is understood by the parties that once the funds available for the period covered by this AGREEMENT are committed, no additional projects shall be undertaken and any project not completed will be given first consideration for completion during the next fiscal year.
5. The parties understand that the estimated funds for FY 2025, identified in paragraph 1, are listed in ATTACHMENT B of this Agreement and will be used to complete the projects listed in paragraph 3.
6. Government recognizes that the projects referred to in paragraph 3 are listed in order of intended priority, but it is agreed by the parties that such listing shall not require a specified order for beginning or completing projects, nor shall it preclude the use of County Road Aid Funds for any regular, routine maintenance or emergencies on county roads, as specified by an amendment to this AGREEMENT approved by the parties hereto.

7. It is further agreed by and between the parties that any sums provided in paragraph 1 above which are not expended for the projects specified in paragraph 3 shall be used for resurfacing on county roads, repairs to the county roads and/or county road projects, as specified by Amendment to this AGREEMENT approved by the parties hereto.

8. For the projects specified in paragraph 3 of this AGREEMENT, County Judge shall:

- a. Relate to the Commissioner of Environmental Quality and Public Works, or his designee, within a reasonable time, not to exceed ten (10) days from receipt, any and all complaints received concerning these projects, with copies to the Mayor, Urban County Council Office, and members of the Court; and
- b. Process an amendment to this AGREEMENT, as provided for in paragraph 6 or 7 hereof, for approval by Government and Court for 2024-2025 regular routine maintenance or emergencies on county roads and resurfacing.

9. For the purpose of selecting projects to be done during the period from July 1, 2024 until June 30, 2025, County Judge shall:

- a. Forward to the Commissioner of Environmental Quality and Public Works, within a reasonable time, not to exceed ten (10) days from receipt, any and all complaints, requests, or comments received concerning the condition of county roads, so that these may be considered for funding from either 2023-2024 or 2024-2025 funds.
- b. Schedule a public hearing for the Court for the purpose of receiving comments from the public as to the use of 2024-2025 KRS 179.415 funds. The County Judge shall notify the Urban County Council, the Office of Public Information so that the media can be notified and notify the Clerk of the Urban County Council so that notices can be published.
- c. Process a resolution and 2024-2025 Agreement through the Court for the purpose of designating which projects shall be funded the next year. The County Judge shall thereafter forward the same to the Department of Environmental Quality & Public Works and the Urban County Council.

10. County Judge shall promptly respond to any and all citizen complaints, calls, etc., he/she receives relating to the county roads. In his/her absence, inquiries regarding immediate attention shall be directly referred to the Office of either the Commissioner of the Department of Environmental Quality & Public Works.

11. The records of all parties to this AGREEMENT which pertain in any respect to the County Road Aid Fund or to the county roads generally shall be made available upon request, for inspection by either party.

12. County Judge shall be present at the Government's meetings when requested, for purposes of discussing the County Road Aid Fund or the county roads.

13. County Judge shall forward to the Mayor, all correspondence other than citizen's inquiries, pertaining to the KRS 179.415 County Road Aid Fund within a reasonable time of his/her receipt of the same. County Judge shall also forward to the Mayor immediately all other correspondence, notices, etc., pertaining to the Government which are unrelated to his/her official duties, such as letters concerning the KRS 177.365 Municipal Aid Program, KRS 42.450 Local Government Economics Assistance Fund, KRS 186.535 Operator's License Fee Revenues, notification of special grants; programs applying only to counties, etc. In order to reduce confusion for everyone, County Judge further agrees to affirmatively notify appropriate agencies, officials, and individuals that matters not related to his/her official duties such as those listed above, should be directed to Government's Mayor.

14. This AGREEMENT shall continue in effect until completion of the projects specified in paragraph 3.

15. Government shall provide County Judge and members of the Court general liability insurance coverage in the amount of at least \$5,000,000.00 to insure them against omissions or acts of negligence that may be committed in their official capabilities.

16. County Judge shall execute a bond for faithful performance of his/her duties as provided in KRS 67.720. Government shall pay the premium on such bond as provided in KRS 62.150.

17. This instrument contains the entire AGREEMENT between the parties, and no statement, promises, or inducements made by any party or agent of either party that is not contained in this written AGREEMENT shall be valid and binding; and this AGREEMENT may not be enlarged, modified, or altered, except in writing signed by the parties endorsed hereon.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

ATTEST: BY: _____
MARY DIANE HANNA., Fayette Fiscal Court

ATTEST: BY: _____
LINDA GORTON, MAYOR - Lexington Fayette Urban County Government

ATTACHMENT B
COUNTY AGREEMENT FY 2025

Estimated FY 2025 (July 1, 2024 to June 30, 2025) Funding to be accepted by the Lexington Fayette Urban County Government \$812,955.10.

ATTACHMENT A
COUNTY AGREEMENT FY 2025

County Roads for Resurfacing FY- 2025

Repaving and Pavement Maintenance

Street Name	Section_From	Section_To	Length (miles)	Estimated Cost
Haley Lane	Briar Hill Road	End	0.10	\$12,540.00
Columbus Lane	Royster Road	End	0.44	\$49,610.00
Dolan Lane	Leestown Rd	Bethel Rd	1.25	\$268,510.00
Mt. Horeb - Select Areas (Total 3.11 miles)	Iron Works Rd	Joint by Lake	0.90	\$193,820.00
Royester - Select Areas (Total 2.65 miles)	Briar Hill Rd	Uttinger Ln	0.90	\$193,820.00
Total Estimate			3.59	\$718,300.00

COMMONWEALTH OF KENTUCKY
COUNTY OF FAYETTE

IN RE: BOARD OF ASSESSMENT APPEALS FOR
FAYETTE COUNTY, KENTUCKY

ORDER

The Board of Assessment Appeals for 2024 shall consist of two separate boards for residential and commercial appeals, with the residential board serving as temporary in nature, and the membership shall be as follows:

<u>Commercial Board Members</u>	<u>Term</u>
Keith Mays	2023 – 2025
E. Clark Toleman	2024 – 2026
Rick Queen	2024

<u>Residential Board Members</u>	<u>Term</u>
Seth Tuska	2024
Kristen LaRue Bond	2024
Ben Campbell	2024

Robert Ferrell	Alternate
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For 2024, Robert Ferrell shall serve as alternate to the Boards, Keith Mays shall serve as Chair of the Commercial Board, and Seth Tuska shall serve as Chair of the Residential Board.

The Board shall convene on June 24, 2024 for orientation and shall continue in session until all appeals for this year are heard.

Date: June 13, 2024

MARY DIANE HANNA
FAYETTE COUNTY JUDGE EXECUTIVE
200 E. MAIN STREET
Lexington, KY 40507