

Fayette Fiscal Court Special Meeting Minutes 6/20/2024

Location: 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).

1:18 p.m.: Ms. Hanna called the meeting to order and welcomed everyone present.

County Road Agreement FY25 Exhibit Details. Mr. Burton stated the incorrect County Road Agreement FY25 exhibit was included for approval at the 6/13/2024 meeting. Mr. Burton reviewed the correct agreement exhibit which included: Bowman Road from Parkers Mill Road to Old Harrodsburg Road (2.65 miles), Uttinger Lane from Royster Road to end (0.29 miles), Delong Road Shoulders near Keshlyn Kennel (0.23 miles), and Additional Delong Road improvements pending Rural Safety Audit (TBD), for a total of \$858,294. Mr. Burton described the project areas in detail.

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

2024 Local Board of Tax Appeals. The membership of the Local Board of Tax Appeals was adjusted again to create parity between the appointing authorities. 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 Kristen LaRue (2024 appointment Mayor). The membership of the temporary Residential Board is as follows: Seth Tuska (2024 appointment Judge-Executive), Rick Queen (2024 appointment Fiscal Court), and Ben Campbell (2023-2024 appointment Mayor).

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

There being no further special meeting items, Ms. Hanna asked for a motion to adjourn.

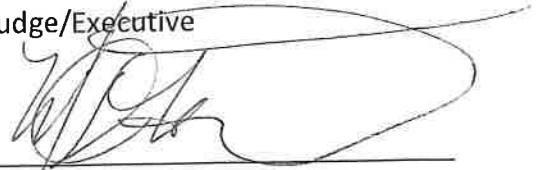
Upon motion of Ms. White, seconded by Mr. Lowe, the meeting adjourned at 1:30 p.m. by unanimous vote.

Respectfully submitted,



Meredith Watson

County Judge/Executive

A handwritten signature in black ink, appearing to read 'MDH', is written over a horizontal line.

Mary Diane Hanna

AGREEMENT – FY 2025

THIS AGREEMENT, made and entered into on the 9th day of July 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.

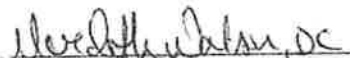
15. Government shall provide County Judge and members of the Court general liability insurance coverage in the amount of at least \$5,000,000.00 to insure them against omissions or acts of negligence that may be committed in their official capabilities.

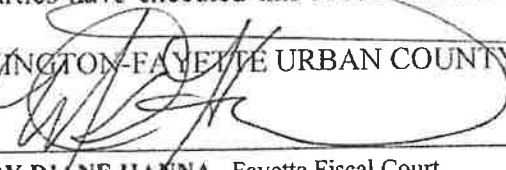
16. County Judge shall execute a bond for faithful performance of his/her duties as provided in KRS 67.720. Government shall pay the premium on such bond as provided in KRS 62.150.

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.

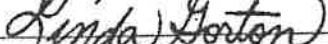
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT


ATTEST:

BY: 
MARY DIANE HANNA, Fayette Fiscal Court

MD Hanna


ATTEST:

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

ATTACHMENT A
COUNTY AGREEMENT FY 2025

County Roads for Resurfacing FY- 2025

Repaving and Pavement Maintenance

Repaving and Pavement Maintenance				
Street Name	Section_From	Section_To	Length (miles)	Estimated Cost
Bowman Road	Parkers Mill Rd	Old Harrodsburg Rd	2.65	\$567,490
Uttinger Lane	Royster Road	End	0.29	\$28,160
DeLong Road Shoulders	Keshlyn Kennel	Keshlyn Kennel	0.23	\$50,000
Additional DeLong Improvements	Pending Rural Safety Audit - (Potential for 10% HSIP Match)		TBD	Up to \$212,644
Total Estimate			3.17+	\$858,294

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.

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:

Commercial Board Members

Keith Mays
E. Clark Toleman
Kristen LaRue Bond

Term

2023 – 2025 Fiscal Court Appt
2024 – 2026 Judge-Executive Appt
2024 Mayor Appt

Residential Board Members

Seth Tuska
Ben Campbell
Rick Queen

Term

2024 Judge-Executive Appt
2024 Mayor Appt
2024 Fiscal Court Appt

Robert Ferrell

Alternate

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