

Fayette Fiscal Court Meeting Minutes 5/12/2022

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

Present: County Judge/Executive Donald W. Blevins, Sr., District 1 County Commissioner Bob Pattie, District 2 County Commissioner Alayne White, District 3 County Commissioner Chrysanthia Carr-Seals, Meredith Watson (Fayette County Clerk), Nancy Albright (LFUCG Dept. of Environmental Quality & Public Works), Andrew Grunwald (LFUCG Div. of Engineering), Mark Feibes (LFUCG Div. of Engineering), Doug Burton (LFUCG Div. of Engineering), Scott Gabbard (LFUCG Div. of Engineering), Rob Allen (LFUCG Div. of Streets & Roads), Bill Osborne (LFUCG Div. of Streets & Roads), Bryan Beasley (LFUCG Div. of Streets & Roads), Mike Thomas (LFUCG Div. of Streets & Roads), Grace Foley

1:34 p.m.: Mr. Blevins called the meeting to order and welcomed everyone present.

Mr. Blevins asked if there were any additions or corrections to the minutes of the April 14, 2022, meeting. There were none.

Mr. Pattie made a motion, seconded by Ms. Carr-Seals, to approve the Minutes of the April 14, 2022 Fiscal Court meeting. The motion was approved by unanimous vote.

Old Business

Review of County Road Program for FY 2022. Mr. Grunwald reported, confirmed by Mr. Allen, that all 4.16 miles of paving on the FY 2022 list was complete. Other projects include work on Bowman's Mill Road, where erosion has been stabilized, and a few others in the area. Additional projects could be budgeted in the next year funds.

Mr. Grunwald said the \$150,000 identified in the FY 22 Budget for repairs to erosion on Jack's Creek Pike was needed for an emergency replacement for a culvert failure at the end of Jack's Creek Pike, and that they have hired JM Crawford, engineering company, to design a fix for the area. For the potential project on Dry Branch Road, Mr. Grunwald estimated approximately \$700,000 to complete work on repairs. He suggested taking a small amount of the FY 23 Budget to have an independent engineering firm evaluate his findings. Those findings could be submitted to the Transportation Cabinet to see if discretionary funds were available, with no guarantee that funds would be available.

The Court discussed safety issues in the Dry Branch Road project area, and asked questions of Mr. Grunwald. He said usually when the road is repaved, all the corrections are done at the same time, so it might be more feasible to wait until the entire road is scheduled for repaving.

New Business

Discussion of New Projects and Streets to be Paved for 2023. Mr. Grunwald reviewed the FY23 Proposed Paving & Project list which included 1.30 miles of Carrick Rd. from Russell Cave Ln. to County Line (\$185,900), Shelby Ln. from Walnut Hill Rd. to Jacks Creek Pike (\$237,300), and Bethel Rd. from N. Yarnallton Pike to Falcon Wood Way Rd. (\$226,100), total of \$649,300. There is also a budget for crack seal and rejuvenation (\$30,000), and evaluation and design for improvements on Dry Branch Rd. and Jack's Creek Pike (\$121,700). The total for all projects was \$831,000 in County Road Aid.

Ms. Carr-Seals and Ms. White asked questions about the funding mechanisms for repairing and repaving county roads, and about the difference between maintenance issues versus safety issues. Mr. Grunwald responded, and also stated LFUCG could consider adding more safety signage along the Dry Branch Rd. route. Mr. Blevins also asked questions of Mr. Grunwald about the road evaluation process. Mr. Allen spoke about safety factors in road evaluation, including whether the road is a school bus route.

Mr. Blevins suggested providing a list of roads that are being monitored for safety issues to the 12th District Council Office and the Mayor's Office to avoid any surprises. Mr. Grunwald explained the Div. of Traffic Engineering installs signs, so he could potentially transfer \$10-\$15,000 in funding over to that division to add signage on Dry Branch for FY23. The Court expressed approval of that idea. Mr. Grunwald will check with the Div. of Traffic Engineering on actual costs, and have a number for the June meeting.

Consideration of County Agreement with LFUCG for FY 2023. Mr. Grunwald will have the County Agreement for consideration at the June, 2022 meeting of the Fiscal Court since he was making modifications to the agreement.

Mr. Blevins added a new business agenda item: Dates for the 2022 Local Board of Assessment Appeals hearings. He explained the purpose of the hearings, and recommended June 21 – July 1, 2022 for the hearings.

Ms. Carr-Seals asked questions about the property assessment calendar, and Mr. Blevins responded.

Ms. Carr-Seals made a motion, seconded by Ms. White, to set the dates for the Local Board of Assessment Appeals hearings for June 21 – July 1, 2022. The motion was approved by unanimous vote.

There being no further discussion or new business items, Mr. Blevins asked for a motion to adjourn.

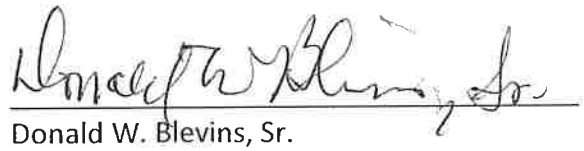
Upon motion of Mr. Pattie, seconded by Ms. Carr-Seals, the meeting adjourned at 2:09 p.m. by unanimous vote.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Meredith Watson", written over a horizontal line.

Meredith Watson

County Judge/Executive

A handwritten signature in cursive script, appearing to read "Donald W. Blevins, Sr.", written over a horizontal line.

Donald W. Blevins, Sr.

AGREEMENT – FY 2023

THIS AGREEMENT, made and entered into on the _____ day of _____, 2022, 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 DONALD BLEVINS, Sr., 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, 2022 until June 30, 2023, 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, 2022 until June 30, 2023.

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 2023, 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 2022-2023 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, 2022 until June 30, 2023, 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 2021-2022 or 2022-2023 funds.
- b. Schedule a public hearing for the Court for the purpose of receiving comments from the public as to the use of 2022-2023 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 2022-2023 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

BY: Donald W. Blevis, Sr.

DONALD BLEVINS, SR., Fayette Fiscal Court

ATTEST:

BY: _____

LINDA GORTON, MAYOR - Lexington Fayette Urban County Government

ATTEST:

ATTACHMENT A
COUNTY AGREEMENT FY 2023

County Roads for Resurfacing FY- 2023

Repaving and Pavement Maintenance

STREET NAME	SECTION_FROM	SECTION_TO	LENGTH (MILES)	Estimated Cost
CARRICK	RUSSELL CAVE LN	COUNTY LINE	1.30	\$185,900.00
SHELBY LN	WALNUT HILL RD	JACKS CREEK PK	1.66	\$237,300.00
BETHEL RD	N YARNALLTON PIKE	FALCON WOOD WAY RD	1.98	\$226,100.00
			Total Estimate	\$649,300.00

Proposed County Aid Budget for FY-2023

Repaving	\$ 649,300
Rejuvenation	\$ 30,000
Crack Sealing	\$ 30,000
Jacks Creek – Design / Dry Branch – Evaluation	\$ 150,000
Total (Estimated Budget)	\$ 831,000

ATTACHMENT B
COUNTY AGREEMENT FY 2023

Estimated FY 2023 (July 1, 2022 to June 30, 2023) Funding to be accepted by the Lexington Fayette Urban County Government \$830,816.73.