

Fayette Fiscal Court Meeting Minutes 6/8/2023

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 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), Andrew Grunwald (LFUCG Div. of Engineering), William Osborne (LFUCG Div. of Streets and Roads), Doug Burton (LFUCG Div. of Engineering), Mark Feibes (LFUCG Div. of Engineering), Scott Gabbard (LFUCG Div. of Engineering), Steve Parker (LFUCG Div. of Traffic Engineering), Shaun Denney (LFUCG Council District 12).

1:32 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 11, 2023 meeting. Ms. White made a motion, seconded by Mr. Miller, to approve the Minutes of the May 11, 2023, Fiscal Court meeting. The motion was approved by unanimous vote.

Old Business

Review of County Road Program for FY 2023. Mr. Grunwald noted that the paving for FY 2023 had been concluded. There had been a couple of questions in the past week regarding potholes on Royster Road, so LFUCG Streets and Roads will check on those. He noted that repairs were completed on Jacks Creek Pike at the site of the slope failure, and that the bill would be forthcoming in the next week. Because that work was concluded, work can begin on the culvert at the end of Jacks Creek Pike.

New Business

Consideration of County Agreement with LFUCG (FY 2024) Mr. Grunwald had distributed a new list of County Roads for Resurfacing FY 2024 to include: Haley Ln. from Briar Hill Rd. to end (0.10 miles), \$12,540, Columbus Ln. from Royster Rd. to end (0.44 miles), \$49,610, Dolan Ln. from Leestown Rd. to Bethel Rd. (1.25 miles), \$268,510, Mt. Horeb from Iron Works Rd. to Joint by Lake (0.90 miles), \$193,820, Royster Rd. from Briar Hill Rd. to Uttinger Ln. (0.90 miles), \$193,820. Also included was Proposed County Aid Project Budget for FY 2024: Shoulder work on Grimes Mill Rd. – select areas from McCalls Mill to County Line, \$74,655.10, and Traffic signs in urban service area, \$20,000.

Ms. Hanna asked if there was to be any signage for Hume Rd. Mr. Parker spoke about how areas would be evaluated for signage, including Hume Rd.

The Court asked additional questions about the structure of the proposed paving list, to which Mr. Grunwald responded.

Mr. Lowe made a motion, seconded by Mr. Miller, to approve the County Agreement with LFUCG (FY 2024). The motion was approved by unanimous vote.

Update on the Work of the Fayette County Reapportionment Commission. Ms. Watson stated the Fayette County Reapportionment Commission had met, and determined that there was potentially one precinct that could be moved from District 2 to District 3 to even the population numbers. Ms. Hanna asked if the Court would be required for any additional action, and Ms. Watson responded that they would not.

Appointing Members for the Local Board of Tax Appeals. Ms. Hanna spoke about the Fayette County Local Board of Tax Appeals, whose membership is approved by the Fiscal Court. She reiterated the membership for 2023: Keith Mays, Seth Tuska, and Ben Campbell, with Rick Queen and Joy Fugazzi as alternates.

Mr. Lowe made a motion, seconded Ms. White, to set the membership for the 2023 Local Board of Tax Appeals as follows: Seth Tuska (2023 County Judge Executive appointment), Keith Mays (2023-2025 Fiscal Court appointment), Ben Campbell (2023-2024 Mayor's appointment), Rick Queen (alternate), and Joy Fugazzi (alternate), with Keith Mays as Chair of the Board, which shall convene on June 20, 2023, for orientation and continue in session until all appeals for the year are heard. The motion was approved by unanimous vote.

Set FY 2024 Fiscal Court Meeting Dates. Ms. Hanna noted she would be out of the country for a period of time in the Spring of 2024. The Court discussed the following dates: April 11, May 16, and June 13, 2024.

Mr. Miller made a motion, seconded by Ms. White, to set the 2024 meeting dates as April 11, May 16, and June 13, 2024. The motion was approved by unanimous vote.

Mr. Grunwald asked the Court to consider having a special meeting later in the summer to decide on additional road aid to be allotted. Mr. Grunwald stated funds that had not been needed for other projects had been identified, and could be used for additional county road projects. The projects would go in the budget for next year. The Court asked questions about the amount of funds potentially available, and Mr. Grunwald stated it could be @\$1,000,000.

Ms. Watson asked that all commissioners return their tax and invoice paperwork for payment as soon as possible.

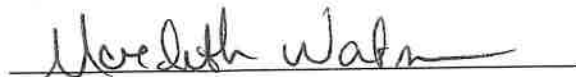
Mr. Grunwald will deliver paperwork to Ms. Hanna for signature.

Ms. White pointed out a typo in the County Road Agreement exhibit which Mr. Grunwald will repair.


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

Upon motion of Mr. Miller, seconded by Ms. White, the meeting adjourned at 1:55 p.m. by unanimous vote.

Respectfully submitted,


Meredith Watson

County Judge/Executive


Mary Diane Hanna

AGREEMENT – FY 2024

THIS AGREEMENT, made and entered into on the _____ day of _____, 2023, 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, 2023 until June 30, 2024, 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, 2023 until June 30, 2024.
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 2024, 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 2023-2024 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, 2023 until June 30, 2024, 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 2022-2023 or 2023-2024 funds.
- b. Schedule a public hearing for the Court for the purpose of receiving comments from the public as to the use of 2023-2024 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 2023-2024 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: 

ATTEST:

MARY DIANE HANNA, Fayette Fiscal Court

BY: _____

ATTEST:

LINDA GORTON, MAYOR - Lexington Fayette Urban County Government

ATTACHMENT A
COUNTY AGREEMENT FY 2024

County Roads for Resurfacing FY- 2024

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

Proposed County Aid Project Budget for FY-2024

Shoulder Work on Grimes Mill Road – Select Areas from McCalls Mill To County Line	\$ 74,655.10
Traffic Signs in Rural Service Area	\$ 20,000.00
Total (Estimated Budget)	\$ 94,655.10

ATTACHMENT B
COUNTY AGREEMENT FY 2024

Estimated FY 2024 (July 1, 2023 to June 30, 2024) 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 2023 shall consist of the following:

<u>Member</u>	<u>Term</u>
Seth Tuska	2023 County Judge Executive
Keith Mays	2023 – 2025 Fiscal Court
Ben Campbell	2023 – 2024 Mayor's appointment
Rick Queen	Alternate
Joy Fugazzi	Alternate

Mr. Tuska will serve the remaining year of the term of Ms. Betty Barton who is unable to complete her term.

For 2023, Rick Queen and Joy Fugazzi shall serve as alternates to the Board, and Keith Mays shall serve as Chair of the Board.

The Board shall convene on June 20, 2023 for orientation and shall continue in session until all appeals for this year are heard.

Date: June 8, 2023



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

FILED

7/17/2023

SUSAN LAMB

Clerk, Fayette County Clerk

By Meredith Watson D.C.

ENTERED

7/17/2023

SUSAN LAMB

Clerk, Fayette County Clerk

By Meredith Watson D.C.