

## Fayette Fiscal Court Meeting Minutes 6/10/2021

Location: VIA VIDEO TELECONFERENCE DUE TO COVID-19 RESTRICTIONS, Meeting hosted on the Zoom platform by the 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), Rob Allen (LFUCG Div. of Streets & Roads), Bill Osborne (LFUCG Div. of Streets & Roads), Scott Garthee (LFUCG Div. of Streets & Roads), Eve Wallingford (LFUCG District 12 Council Legislative Aide).

1:36 p.m.: Mr. Blevins called the meeting to order and welcomed everyone present.

Mr. Blevins welcomed Ms. Alayne White, recently appointed by Governor Beshear to fill the vacant District 2 County Commissioner seat. Ms. White will serve out the rest of the term.

Mr. Blevins asked if there were any additions or corrections to the minutes of the May 13, 2021 meeting. There were none.

Mr. Pattie made a motion, seconded by Ms. White, to approve the Minutes of the May 13, 2021 Fiscal Court meeting. The motion was approved by unanimous vote.

### Old Business

Review of County Road Program for FY 2021. Mr. Grunwald reported that the paving the list from 2021 had been completed.

### New Business

Appoint Members of 2021 Local Board of Tax Appeals. Mr. Blevins thanked Ms. Carr-Seals for arranging contact with Ms. Lora Griffin, who will serve as the alternate to the 2021 Local Board of Tax Appeals. He appointed Ms. Betty Barton as Judge-Executive appointment to the Board, to serve in the seat vacated by Mr. Les Burton. The remaining membership of the 2021 Board is Ms. Meredith Price and Ms. Joy Fugazzi.

Mr. Pattie made a motion, seconded by Ms. Carr-Seals, to approve the membership of the 2021 Local Board of Tax Appeals as Ms. Betty Barton, chairperson, Ms. Meredith Price, Ms. Joy Fugazzi, and Ms. Lora Griffin. The motion was approved by unanimous vote.

Consideration of County Agreement with LFUCG for FY 2022. Mr. Grunwald announced that there was a correction needed on the agreement as previously presented to the Court: split Rockwell Road into 'east' and 'west' sections, for an additional 0.47 miles to a dead end, for a total distance of 4.16 miles to be paved per the agreement.

Mr. Pattie made a motion, seconded by Ms. Carr-Seals, to approve the FY 2022 County Agreement as amended with the inclusion of additional mileage on Rockwell Road. The motion was approved by unanimous vote.

Mr. Grunwald stated he would made the corrections and then send the agreement to Mr. Blevins for signature.

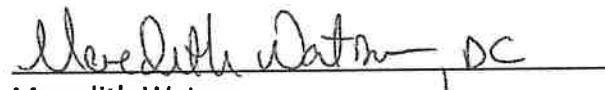
Ms. Watson noted that the 2022 meetings of the Fiscal Court would be held on April 14<sup>th</sup>, May 12<sup>th</sup>, and June 9<sup>th</sup>, all at 1:30 p.m.

Ms. Carr-Seals made a motion, seconded by Mr. Pattie, to approve the schedule of meetings for 2022. The motion was approved by unanimous vote.

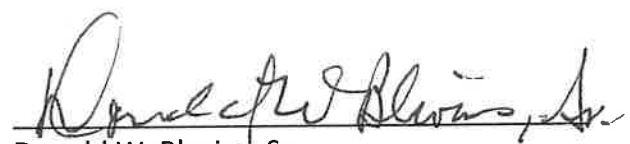
There being no further discussion, Mr. Blevins asked for a motion to adjourn.

Upon motion of Mr. Pattie, seconded by Ms. White, the meeting adjourned at 2:05 p.m. by unanimous vote.

Respectfully submitted,

  
Meredith Watson

County Judge/Executive

  
Donald W. Blevins, Sr.

R - 391-2021

C - 121-2021

## AGREEMENT - FY 2022

THIS AGREEMENT, made and entered into on the 9<sup>th</sup> day of July, 2021, 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, 2021 until June 30, 2022, 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, 2021 until June 30, 2022.
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 2022, 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 2021-2022 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, 2021 until June 30, 2022, 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 2020-2021 or 2021-2022 funds.
- b. Schedule a public hearing for the Court for the purpose of receiving comments from the public as to the use of 2021-2022 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 2021-2022 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. Blevins

DONALD BLEVINS, SR., Fayette Fiscal Court

ATTEST:

Marlene Summers  
ATTEST:

BY: Linda Gorton

LINDA GORTON, MAYOR - Lexington Fayette Urban County Government

**ATTACHMENT A**  
**COUNTY AGREEMENT FY 2022**

**County Roads for Resurfacing FY- 2022**

FACILITY	BEGINNING	END	LENGTH
DURBIN LN.	OLD RICHMOND RD.	DURBIN	0.30
ROCKWELL RD. (East)	HEDGER LN.	COUNTY LINE	1.29
ROCKWELL RD. (West)	HALEY RD.	DEAD END	0.47
BLUE SKY PKWY.	CUTTERS HILL CT.	SWANTON RD.	0.48
PAYNES MILL RD.	REDD RD.	COUNTY LINE	0.65
WALNUT HILL RD.	SHELBY LN.	DELONG RD.	0.97
TOTAL (MILES)			4.16

**Proposed County Aid Budget for FY-2022**

Repaving	\$ 551,000
Rejuvenation	\$ 30,000
Crack Sealing	\$ 30,000
Jacks Creek	\$ 150,000
Total (Estimated Budget)	\$ 761,000

**ATTACHMENT B**  
**COUNTY AGREEMENT FY 2022**

Estimated FY 2021 (July 1, 2021 to June 30, 2022) Funding to be accepted by the Lexington Fayette Urban County Government \$761,089.91.

COMMONWEALTH OF KENTUCKY  
COUNTY OF FAYETTE

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

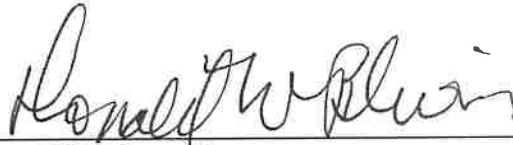
ORDER

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Whereas Mr. Manlus Burton was previously appointed to the Board of Assessment Appeals for 2020 - 2022 and is now unable to serve, the County Judge-Executive of Fayette County appoints Ms. Betty Barton as the 2021 - 2023 County Judge-Executive appointment to the Board of Assessment Appeals.

The Board shall convene on June 21, 2021 for orientation and shall continue in session until all appeals for this year are heard.

Date: June 10, 2021



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DONALD W. BLEVINS, SR  
FAYETTE COUNTY JUDGE EXECUTIVE  
162 E. MAIN STREET  
Lexington, KY 40507  
(859) 227-4139



COMMONWEALTH OF KENTUCKY  
COUNTY OF FAYETTE

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

ORDER

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The Board of Assessment Appeals for 2021 shall consist of the following:

<u>Member</u>	<u>Term</u>
Betty Barton	2021 - 2023 County Judge Executive
Joy Fugazzi	2020 - 2022 Fiscal Court
Meredith Price	2020 - 2022 Mayor's appointment
Lora Griffin	Alternate

For 2021, Lora Griffin shall serve as alternate to the Board, and Betty Barton shall serve as Chair of the Board.

The Board shall convene on June 21, 2021 for orientation and shall continue in session until all appeals for this year are heard.

Date: June 10, 2021

  
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