

FUNDING AND PROJECT COORDINATION AGREEMENT

WALLER AVENUE WIDENING PROJECT

This Funding and Project Coordination Agreement (“Agreement”) is made and entered into on this ____ day of _____, 2026, by and between the Lexington-Fayette Urban County Government, an urban county government and political subdivision of the Commonwealth of Kentucky (“LFUCG”), and the Commonwealth of Kentucky, by and through the University of Kentucky (“UK”) (collectively, the “Parties”).

1. RECITALS

WHEREAS, UK intends to design and construct roadway improvements consisting of the widening of Waller Avenue between Elizabeth Street and Limestone Street (the “Project”); and

WHEREAS, LFUCG previously explored participation in the Project using federal funds administered through the Kentucky Transportation Cabinet, but such funding would require compliance with federal requirements applicable to the entire Project, resulting in delay and increased cost; and

WHEREAS, the Parties have determined that it is in their mutual interest to proceed with the Project utilizing non-federal funds; and

WHEREAS, LFUCG has agreed to contribute local funds in an amount not to exceed Two Hundred Thousand Dollars (\$200,000.00) to support the Project, subject to the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

2. PROJECT DESCRIPTION

The Project shall consist of the widening of Waller Avenue from a point approximately midway between Elizabeth Street and Limestone Street to Limestone Street, including the associated roadway, sidewalk, traffic signals, drainage, and related improvements as further defined in Exhibit A (Scope of Work) attached hereto and incorporated herein.

3. FUNDING CONTRIBUTION

3.1 Amount and Nature of Contribution

LFUCG shall contribute an amount not to exceed Two Hundred Thousand Dollars \$200,000.00 (the “Contribution”) toward eligible Project costs.

3.2 Non-Federal Funds

The Contribution shall consist solely of local, non-federal funds and shall not trigger or require compliance with federal laws, regulations, or funding conditions.

3.3 Cap on Liability

Under no circumstances shall LFUCG be obligated to contribute funds in excess of the Contribution. UK shall be solely responsible for all Project costs exceeding the Contribution.

3.4 Eligible Costs

The Contribution may be applied only to reasonable and necessary Project costs, including construction and related expenses, as approved by LFUCG.

3.5 Disbursement

LFUCG shall disburse funds on a reimbursement basis upon submission of documentation reasonably acceptable to LFUCG demonstrating incurred costs.

4. PROJECT ADMINISTRATION

UK shall serve as the Project administrator and shall be responsible for design, bidding, and construction of the Project.

5. DESIGN REVIEW AND APPROVAL

5.1 LFUCG Review Rights

LFUCG shall have the right to review and approve the Project design at the 30%, 60%, 90%, and final stages.

5.2 Standards

All design and construction shall comply with applicable LFUCG standards, specifications, and ordinances. Kentucky Transportation Cabinet (KYTC) standards can be substituted when approved by LFUCG.

5.3 Final Approval

LFUCG approval shall be required prior to advertisement for bid and prior to commencement of construction.

6. PROCUREMENT AND CONSTRUCTION

UK shall be responsible for the procurement and construction of the Project. LFUCG shall have the right to review bid documents prior to issuance, receive bid tabulations, and participate as an observer in contractor selection.

7. RIGHT-OF-WAY AND UTILITIES

UK shall be solely responsible for all right-of-way acquisition, utility coordination, relocation, and associated costs.

8. SCHEDULE

UK shall use reasonable efforts to advance the Project in a timely manner. LFUCG may withdraw its funding commitment if UK does not commence the Project within a reasonable time following execution of this Agreement, and after providing UK with written notice.

9. INSPECTION AND ACCEPTANCE

LFUCG shall have the right to inspect construction for compliance. Final acceptance shall require written approval by LFUCG.

10. OWNERSHIP AND MAINTENANCE

Upon completion and acceptance, public roadway improvements shall be dedicated to LFUCG, if applicable. LFUCG shall assume maintenance of accepted public infrastructure, and UK shall retain responsibility for any private or non-dedicated improvements. The right-of-way shall be dedicated to LFUCG, with UK bearing all costs to effectuate the transfer.

10.1 Stormwater Infrastructure

Stormwater facilities shall be dedicated to LFUCG and constructed in accordance with LFUCG standards and formally accepted; or otherwise maintained in perpetuity by UK or its assigns.

11. INDEMNIFICATION

To the extent permitted by Kentucky law, each Party shall be responsible for its own acts and omissions. Nothing herein shall be construed as a waiver of sovereign or governmental immunity.

12. DEFAULT AND REMEDIES

LFUCG may withhold payment or require repayment if UK fails to comply with this Agreement or uses funds for ineligible purposes, after providing UK with written notice.

13. RECORDS AND AUDIT

UK shall maintain Project records for at least five (5) years and make them available to LFUCG upon request, and provide LFUCG with as-built plans.

14. TERMINATION

LFUCG may terminate this Agreement for material breach or failure to proceed, and after providing UK with written notice. Unspent funds shall not be disbursed.

15. NO THIRD-PARTY BENEFICIARIES

This Agreement is intended solely for the benefit of the Parties and does not create any rights in or confer any benefits upon any third party.

16. DISPUTE RESOLUTION AND VENUE

This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky.

17. MISCELLANEOUS

This Agreement constitutes the entire agreement between the Parties and may be amended only in writing.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

Lexington-Fayette Urban
County Government

By: _____
Linda Gorton, Mayor

Attest: _____
Council Clerk

Examined for form and legality:

University of Kentucky

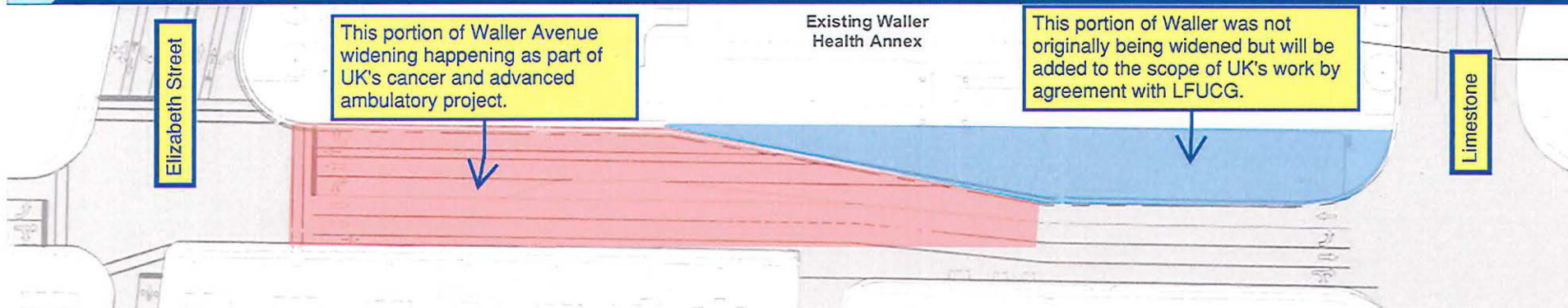


Office of Legal Counsel

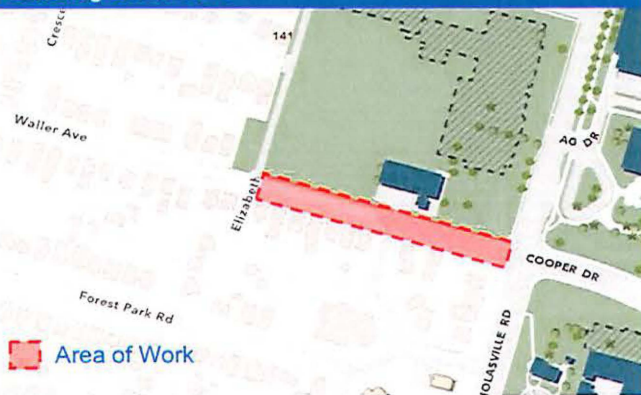
University of Kentucky

By: _____
Eric N. Monday
Executive Vice President
For Finance and Administration

WALLER ROAD WIDENING PROJECT SUMMARY



Existing Conditions



Description of additional work:

The portion of Waller Avenue shown above in red is being widened by the University of Kentucky as part of the cancer and advanced ambulatory building project. The portion of Waller Avenue shown in blue was not originally planned to be widened. After discussions between UK and LFUCG, it has been determined to widen the additional portion of Waller shown in blue to generally match the lanes and traffic flow of the portion in red. This additional work to widen the area in blue is the work covered by this agreement.