


MAYOR LINDA GORTON



LEXINGTON

CHRIS FORD  
COMMISSIONER  
GENERAL SERVICES

TO: Mayor Linda Gorton  
Honorable Members, Urban County Council

FROM:   
Chris Ford, Commissioner of General Services

DATE: June 17, 2022

SUBJECT: Authorization to Execute Deed of Conveyance  
Pam Miller Downtown Arts Center Properties

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**Request:**

Request Council authorization for the Mayor to execute a deed of conveyance, and any other necessary documents, for properties located at 139; 141 – 143; 145 – 149 East Main Street.

**Purpose:**

LFUCG currently holds a long-term lease, dating back to July 1996, with the Kentucky Finance & Administration Cabinet for the aforementioned property tracts in downtown Lexington. This transaction transfers ownership of the properties to LFUCG.

The government plans for major capital improvements at the facilities, with the purpose of expanding partnership programming for the exclusive benefit of the local arts community. In addition, the pursuit for deed of conveyance to LFUCG is a recommendation of the Council Budget, Finance & Economic Development Committee's *Property Assessment Subcommittee Interim Report (January 2021)*.

**Budgetary Implication:**

The agreed acquisition price is \$98,300, which is the appraised value of revisionary rights in leasehold interest, as assessed by the Finance & Administration Cabinet. This one-time expense will be fully accounted by American Rescue Plan Act (ARPA) funding.

**File Number:** 0640-22

**Director/Commissioner:** Jamshid Baradaran / Chris Ford



MAYOR LINDA GORTON



**LEXINGTON**

CHRIS FORD  
COMMISSIONER  
GENERAL SERVICES

December 6, 2021

Sam Ruth, Commissioner  
Kentucky Finance and Administration Cabinet  
Department for Facilities and Support Services  
Bush Building, 3<sup>rd</sup> Floor  
403 Wapping Street  
Frankfort, KY 40601

**RE: Transfer of Ownership – Properties in 100 Block of East Main Street  
*Pam Miller Downtown Arts Center, Lexington***

Dear Commissioner Ruth:

Lexington Fayette Urban County Government (LFUCG) officially expresses our desire to obtain ownership of four (4) properties located on East Main Street, which comprise the Pam Miller Downtown Arts Center. We request the Kentucky Finance & Administration Cabinet to transfer the deed of properties located at 139; 141 – 143; 145 – 149 East Main Street; and adjacent parking, to LFUCG at no cost. LFUCG currently holds a long-term lease with the state, dating back to July 1996, for the use and care of these properties.

Ownership of these properties will enable LFUCG to expand our partnership programming for benefit of the local arts community. We will abide by applicable public use restrictions and reversion clauses the Cabinet may require, in order to memorialize this commitment, and to facilitate the property transfers.

Please find me and our staff available if additional information or clarification is needed in the interim.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Ford".

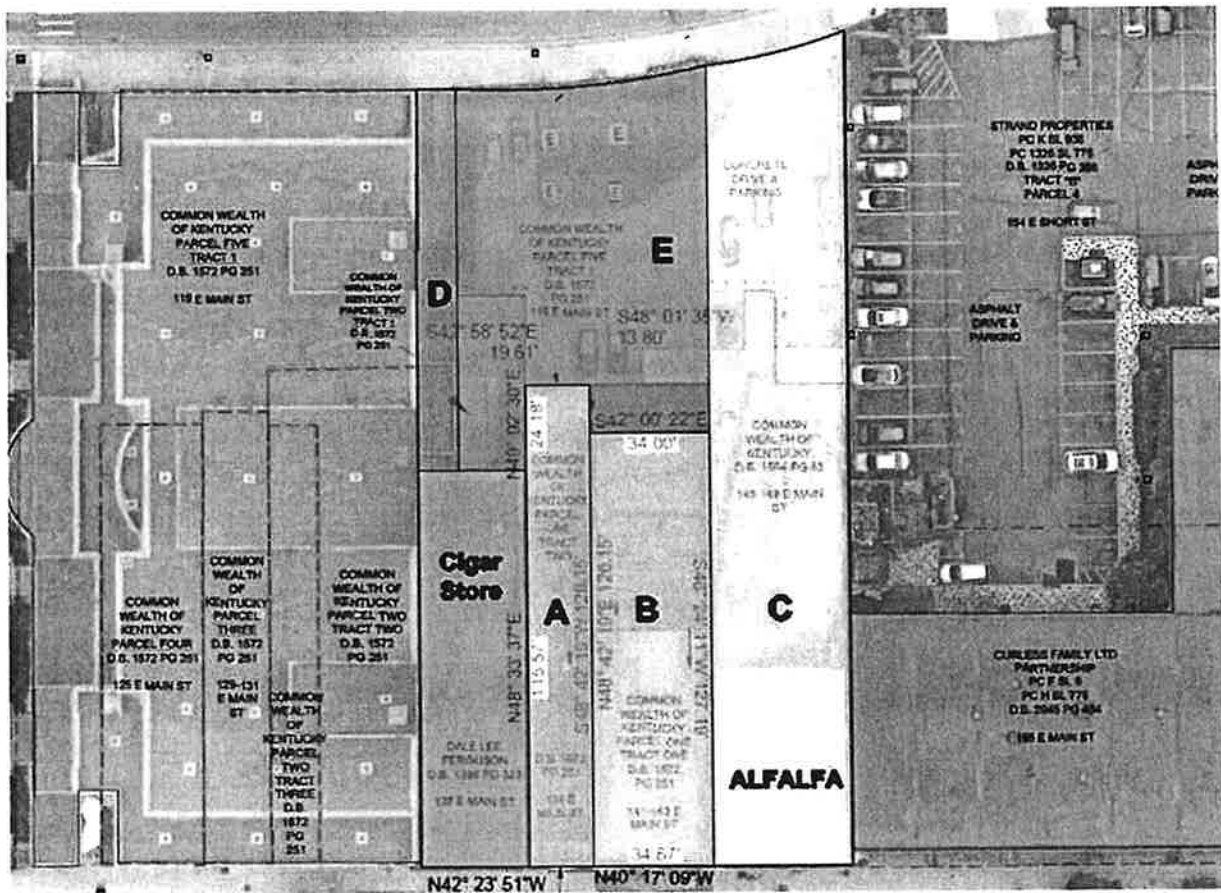
Chris Ford  
Commissioner of General Services

Cc: Susan Speckert, LFUCG Commissioner of Law  
Jamshid Baradaran, LFUCG Director of Facilities & Fleet Mgt.  
Monica Conrad, LFUCG Director of Parks & Recreation



Pam Miller Downtown Arts Center – Property Parcel Index

- A: 139 East Main Street
- B: 141 – 143 East Main Street
- C: 145 – 149 East Main Street
- E: Adjacent parking



## **DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **COMMONWEALTH OF KENTUCKY**, by and through Holly M. Johnson, Secretary of the Finance and Administration Cabinet, pursuant to KRS Chapters 45A and 56, 200 Mero Street, 5<sup>th</sup> Floor, Frankfort, Kentucky 40601, hereinafter referred to as the “Grantor”, and the **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT**, an agency of the Lexington-Fayette Urban County Government, created pursuant to the provisions of K.R.S. Chapter 67A, with a mailing address and “in care of” address of 200 East Main Street, Lexington, Kentucky 40507, hereinafter referred to as “Grantee.”

### **WITNESSETH:**

**WHEREAS**, the Commonwealth of Kentucky owns certain property in downtown Lexington, which is recorded in Deed Book 2528, Page 654 by deed dated February 1, 2005 as transferred by an Interagency Deed of Conveyance from the Commonwealth of Kentucky by and through the Finance and Administration Cabinet for the behalf of the Economic Development Cabinet as Grantor to the Commonwealth of Kentucky for the use and benefit of the Finance and Administration Cabinet; and,

**WHEREAS**, Deed Book 2528, Page 654 was inadvertently recorded without Exhibit A but included the source deed information for multiple tracts including but not limited to the property originally transferred to the Commonwealth of Kentucky by Deed Book 1572 Page 251 dated January 4, 1991 from Southcreek Lexington Properties, Inc as Grantor to the Commonwealth of Kentucky by and through the Finance and Administration Cabinet for the use and benefit of the Economic Development Cabinet as Grantee and

**WHEREAS**, Deed Book 2528, Page 654 also included property which was originally transferred to the Commonwealth of Kentucky by Deed Book 1584, Page 83 dated April 29, 1991 from Dan Landry, Administrator of the Succession of John Sheldon Toomer, c/o M. Gayle Marshall as Grantor to the Commonwealth of Kentucky for the use and benefit of the Economic Development Cabinet as Grantee; and,

**WHEREAS**, the Lexington-Fayette Urban County Government has requested all of the property in Deed Book 1584, Page 83 (also previously referred to as 145-149 East Main Street) and a portion of Deed Book 1572, Page 251 which is all of Parcel One, Tract One (also previously referred to as 141-143 East Main Street), all of Parcel One, Tract Two (also previously referred to as 139 East Main Street), and a portion of Parcel Five, Tract One (also previously referred to as 119 East Main Street) hereinafter referred to as the Property be conveyed in fee simple for its use with the condition that same be utilized for a public purpose in perpetuity; and,

**WHEREAS**, KRS 45A.045(4) grants authority to the Secretary of the Finance and Administration Cabinet to determine that state property is more suitable to the public's interest if utilized in another manner and the property may be sold, traded or otherwise disposed of for not less than its appraised value; and,

WHEREAS, by virtue of Official Order \_\_\_\_ the Secretary of the Finance and Administration Cabinet has declared the Property as surplus, and directed disposition in favor of the Grantee; and,

NOW, THEREFORE, for and in consideration of the foregoing and the sum of **NINETY EIGHT THOUSAND THREE HUNDRED AND 00/100 DOLLARS (\$98,300.00)**, cash in hand paid, the receipt and sufficiency of such consideration being hereby acknowledged by the Grantor, the Grantor hereby grants, transfers and conveys unto the Grantee, its successors and assigns, the following described property, 0.525 acre of land in downtown Lexington, Kentucky being more particularly described as follows:

For a description of the property conveyed herein, please see the property description attached hereto as Exhibit "A" and incorporated herein by reference.

The Property, which is being conveyed by this instrument, BEING (all or OR) part of the same property as that conveyed to the Commonwealth of Kentucky by \_\_\_\_\_, by deed dated \_\_\_\_\_, which is recorded in Deed Book \_\_\_\_\_,

The Property, which is being conveyed by this instrument, is a portion of the same property as included in a Lease dated \_\_\_\_\_ between the Commonwealth of Kentucky and the Lexington Fayette Urban County Government which was originally recorded in Book \_\_\_\_\_, Page \_\_\_\_\_. An amended lease removing the Property in this conveyance dated \_\_\_\_\_ is recorded in Book \_\_\_\_\_, Page \_\_\_\_\_.

The Property is further described in the survey plat of record as recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_ in the Fayette County Clerk's office.

All references herein are to the records of the Fayette County Clerk.

TO HAVE AND TO HOLD, the above-described property with any and all appurtenances thereunto belonging, unto the Grantee, its successors and assigns forever, with covenant of Special Warranty, with title to the property described herein being transferred and conveyed to the Grantee provided that the above-described real property is conveyed subject to all valid and existing

conditions, restrictions, covenants, easements, and reservations as may be found in the record chain of title.

Pursuant to KRS 142.050(7)(b), this transfer is not subject to Kentucky real estate transfer tax.

**CONSIDERATION CERTIFICATE**

The Grantor and Grantee hereby certify that the consideration stated herein is the full and actual consideration being paid for the property transferred hereby. The Grantee joins this deed for the purpose of certifying the consideration paid.

**IN TESTIMONY WHEREOF**, Holly M. Johnson, Secretary of the Finance and Administration Cabinet, acting for and on behalf of the Commonwealth of Kentucky, and the Lexington Fayette Urban County Government, Grantee, have executed this Deed of Conveyance, including the Consideration Certificate of Grantor and Grantee, as of this \_\_\_\_ day of \_\_\_\_\_, 2022.

**GRANTOR:  
COMMONWEALTH OF KENTUCKY**

By: \_\_\_\_\_  
Holly M. Johnson, Secretary  
Finance and Administration Cabinet  
Pursuant to KRS Chapters 45A and 56

**GRANTEE:  
Lexington Fayette Urban County Government**

By: Linda Gordon





Notary No. 635048

EXAMINED:

APPROVED:

\_\_\_\_\_  
Counsel for the Governor

\_\_\_\_\_  
ANDY BESHEAR, GOVERNOR,  
COMMONWEALTH OF KENTUCKY

This Instrument Prepared By:

\_\_\_\_\_  
Patrick McGee, Assistant General Counsel  
Finance and Administration Cabinet  
Office of General Counsel  
702 Capitol Ave  
Room 392, Capital Annex  
Frankfort, Kentucky 40601  
(502) 564-6660

EXEMPT FROM TRANSFER TAX  
PURSUANT TO KRS 142.050(7)(b)

COMMONWEALTH OF KENTUCKY  
FINANCE AND ADMINISTRATION CABINET  
DIVISION OF REAL PROPERTIES

**SALES CONTRACT**

THIS CONTRACT, dated the \_\_\_\_ of \_\_\_\_\_, 2022, is between the Commonwealth of Kentucky by and through the Finance and Administration Cabinet referred to as OWNER, and the Lexington Fayette Urban County Government, referred to as PURCHASER.

Subject to the following conditions, the OWNER agrees to sell, and the PURCHASER agrees to buy, the property known as 0.525+- acres as shown on the attached EXHIBIT A with corresponding deeds and lease attached as Exhibit B (hereinafter "the Property) which is:

1. All of the property in Deed Book 1584, Page 83 (also previously referred to as 145-149 East Main Street)
2. A portion of Deed Book 1572, Page 251 which is:
  - a. All of Parcel One, Tract One (also previously referred to as 141-143 East Main Street)
  - b. All of Parcel One, Tract Two (also previously referred to as 139 East Main Street)
  - c. Lot off Short Street – a portion of Parcel Five, Tract One (also previously referred to as a portion of 119 East Main Street)

Subject to the subsequent qualifications, the OWNER, agrees to sell the Property AS-IS for the leasehold interest/appraised value of the reversionary rights value of \$98,300.00, payable at closing with conveyance of a special warranty deed. It is agreed by the OWNER and PURCHASER that the sale price for the reversionary rights interest in the Property was determined by an appraisal of the fair market value.

Additional provisions or modifications (if none, write none):

1. PURCHASER acknowledges and agrees the Property is being sold in its AS-IS condition. The PURCHASER may conduct inspections of the Property and research the OWNER'S title prior to execution and delivery of the Deed.
2. PURCHASER shall obtain a survey plat of the Property prior to closing. The survey shall be in recordable form and include a separate written metes and bounds description.
3. PURCHASER is responsible for the deed recording fee.
4. Given the PURCHASER and OWNER are both governmental entities, no transfer tax will be owed to the Fayette County Clerk's office.
5. The PURCHASER will take immediate possession of the Property upon closing.
6. The PURCHASER and OWNER shall sign an amended lease at closing removing the portion of the Property being transferred to the PURCHASER.
7. The terms and conditions of this Contract shall be binding on and inure to the benefit of the OWNER and the PURCHASER, their successors, and assigns.
8. If any provision of this Contract is deemed invalid or unenforceable, the remainder of the Sales Contract shall not be affected, and each provision shall be valid and enforceable to the fullest extent permitted by law.

9. This Contract shall be governed by Kentucky law. Any action brought in connection with this Contract shall be brought in the Franklin Circuit Court.
10. This Contract may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement. Electronic signatures and other signed copies transmitted electronically in PDF or similar format shall be treated as originals.

This agreement constitutes a binding contract for 120 days. With prior notice, the OWNER agrees to permit the authorized agents or licensees of the PURCHASER access to the property during the contract period. The acquisition of this property has been given general approval by Official Order; however, this document shall only become a binding contract upon execution by the Secretary of the Finance and Administration Cabinet.

**CERTIFICATION**

THE PURCHASER certifies by his signature that he ("he" is construed to mean any person with an interest therein) is legally entitled to make this contract and to purchase real property for a consideration to the Commonwealth of Kentucky, and that he is not or will not be violating either directly or indirectly any conflict of interest statute (KRS 45.990, 61.092, 164.390, or any applicable statute) or principle by the performance of this contract.

**RECOMMENDED**

\_\_\_\_\_  
Director, Division of Real Properties

\_\_\_\_\_  
PURCHASER  
LEXINGTON      FAYETTE      URBAN      COUNTY  
GOVERNMENT

\_\_\_\_\_  
Federal tax I.D. #

\_\_\_\_\_  
Commissioner, Department for Facilities Management

\_\_\_\_\_  
Agency Representative

**EXAMINED FOR LEGALITY AND FORM**

**APPROVED:**  
**Commonwealth of Kentucky**

\_\_\_\_\_  
Attorney, Finance and Administration Cabinet

\_\_\_\_\_  
Secretary, Finance and Administration Cabinet

# PLAT CAB. SLIDE

**OWNERS CERTIFICATION**  
I (We) do hereby certify that I am (We are) the only owner (owners) of record in the County of Fayette, State of Kentucky, as shown on the Record Book 4572 Page 251, and DEED BOOK 1884 PAGE 83, in the Fayette County Clerk's Office and do hereby adopt this as my (our) plat for this property.

Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

**LAND SURVEYORS CERTIFICATION**  
I do hereby certify that this record plat was prepared under my direction and that to the best of my knowledge and belief, the boundaries of the properties being transferred are true and correct.

Justin D. Drury PLS 3943 \_\_\_\_\_ Date \_\_\_\_\_

**PLANNING COMMISSION'S CERTIFICATION**  
I do hereby certify that this record plat has met the requirements established by the Subdivision Regulations for a minor plat, and is now eligible for recording.

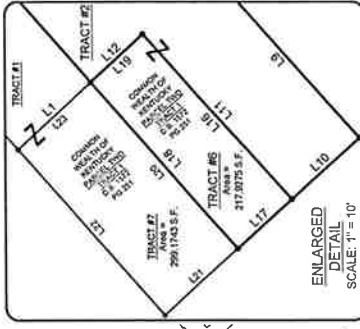
Planning Commission Secretary Signature \_\_\_\_\_ Date \_\_\_\_\_

**TRACT #6**

Line #	Direction	Length
L16	S40°02'33"W	20.96'
L17	N42°12'24"W	5.54'
L18	N49°29'27"E	25.96'
L19	S42°23'27"E	8.32'

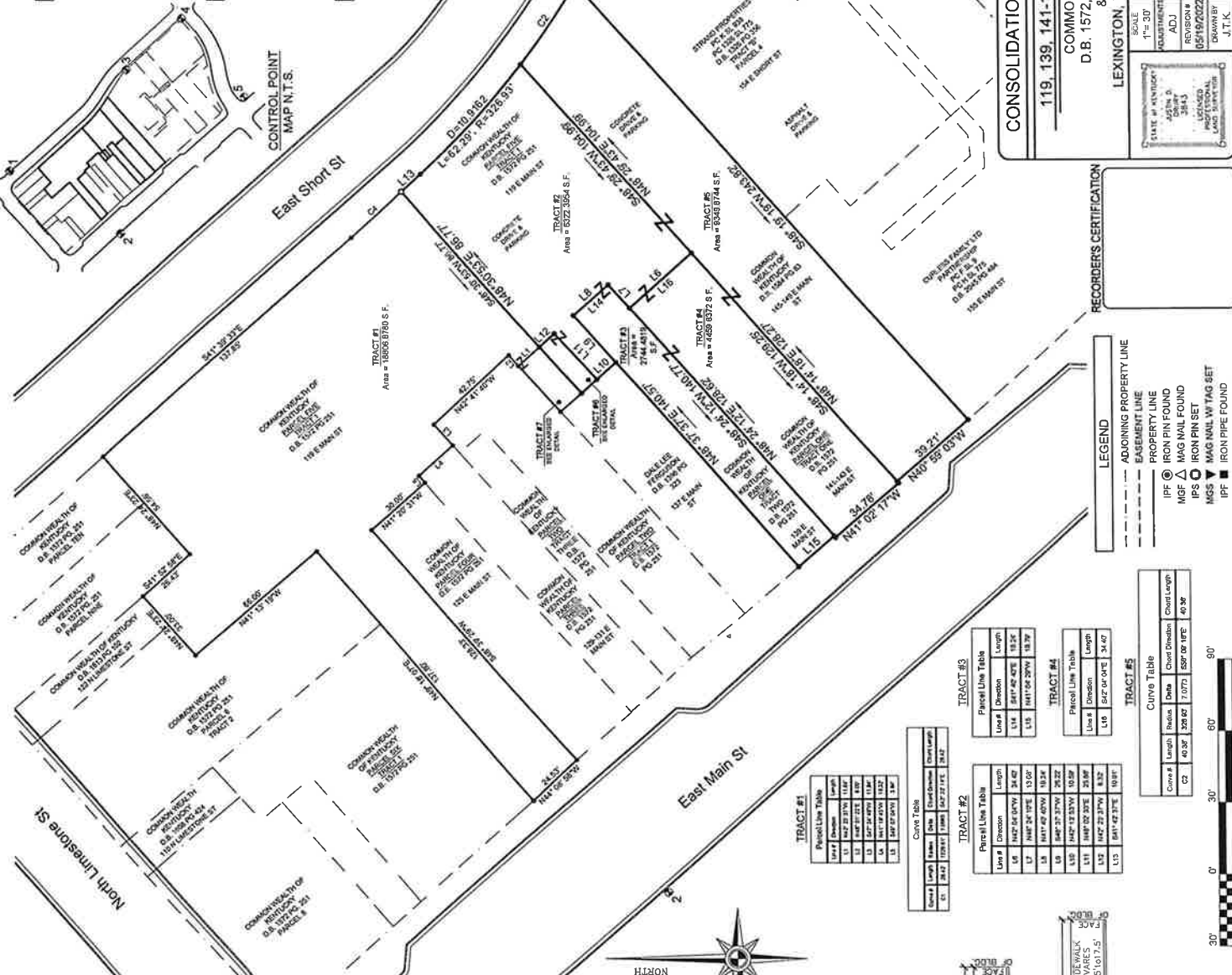
**TRACT #7**

Line #	Direction	Length
L20	S40°02'33"W	23.47'
L21	N42°12'24"W	11.55'
L22	N49°29'27"E	25.86'
L23	S42°23'27"E	11.64'



**CONSOLIDATION MINOR SUBDIVISION PLAT**  
119, 139, 141-143, 149-149 E MAIN STREET  
COMMONWEALTH OF KENTUCKY  
D.B. 1572, P.G. 251, D.B. 1584, P.G. 83,  
& D.B. 2528 P.G. 624  
LEXINGTON, FAYETTE COUNTY KENTUCKY

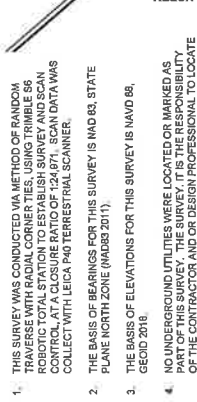
**AIM3D**  
15-3011-0222  
ADDRESS: 284 EAST SHORT STREET  
LEWISBURG, KY 40361  
OFFICE: 609-288-1044  
WEB: www.aim3d.us  
EMAIL: info@aim3d.us



**PURPOSE OF PLAT**  
THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE TRACT 2 FROM TRACT 1, TO CONSOLIDATE TRACT 1 AND 7 AS SHOWN, ALSO TO AS SHOWN TRACT 2 SHALL BE TRANSFERRED OR SOLD FOR CONSOLIDATION PURPOSE ONLY.

**SITE STATISTICS**  
SUBJECT PROPERTY ZONE = B-2B  
TOTAL AREA = 0.837 AC.  
PARCELS BEFORE PLAT = 6  
PARCELS AFTER PLAT = 2  
STREET CONSTRUCTION = NONE  
STREET FRONTAGE = 336.16'

**SURVEY NOTES**  
1. THIS SURVEY WAS CONDUCTED VIA METHOD OF RANDOM WALK USING A TOTAL STATION TO ESTABLISH SURVEY AND SCAN CONTROL, AT A CLOSURE RATIO OF 1:24,871. SCAN DATA WAS COLLECTED WITH LEICA P40 TERRESTRIAL SCANNER.  
2. THE BASIS OF BEARINGS FOR THIS SURVEY IS MAG. 01, STATE PLANE NORTH ZONE (NAZD83 2011).  
3. THE BASIS OF ELEVATIONS FOR THIS SURVEY IS NAVD 83, GEOID 2011.  
4. NO UNDERGROUND UTILITIES WERE LOCATED OR MARKED AS PART OF THIS SURVEY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND OR DESIGN PROFESSIONAL TO LOCATE ALL UTILITIES AND SUBJECT PROPERTY PRIOR TO ANY EXCAVATION AND OR DESIGN.  
5. ALL SET PROPERTY CORNERS, HAVE BEEN MARKED WITH 1/2" DIA. IRON PIPES. SETTING MARKS WITH ALUMINUM DISCS STAMPED "DRURY 3845" AS NOTED.  
6. THE SURVEY WAS SUSAN HERRON AN IRONMAN CLASS SURVEY AND THE ACCURACY AND PRECISION OF SAID SURVEY MEETS ALL THE SPECIFICATIONS OF THIS CLASS.  
7. THIS PLAT OF SURVEY REPRESENTS A BOUNDARY SURVEY AND COMPLES WITH 201 KAR 19.150.  
8. THIS SURVEY WAS BASED ON THE RECORDED LEGAL SURVEY OF THE PROPERTY. THE SURVEY SUBJECT PROPERTY, NOT THE REPORT WAS PROVIDED OR USED FOR THIS SURVEY. ALL EXISTING EASEMENTS, PUBLIC RIGHT OF WAYS, EGRESS AND EGRESS RIGHTS, OR ANY OTHER LEGAL ENCUMBRANCES THAT WERE FOUND AND SHOWN, HOWEVER TITLE REPORT PREPARED BY AN ATTORNEY MAY BE NEEDED TO DETERMINE THE EXISTENCE OF ALL ENCUMBRANCES AND OR TITLE ISSUES RELATED TO THIS PROPERTY.



**CONTROL POINTS**

Point	Northing	Easting	Elevation	Description
1	109220.431	1569551.026	960.43	mgn-pavers
2	109210.676	1569577.026	959.51	mgn-pavers
3	109213.277	1569575.334	955.62	iron pin SW
4	109237.708	1569575.001	951.69	iron pipe SW

**TRACT #1**

Line #	Direction	Length	Cover #	Length	End Elevation	Crest Length
L1	N42°12'24"W	11.64'	1	11.64'	11.64'	11.64'
L2	N49°29'27"E	25.86'	2	25.86'	25.86'	25.86'
L3	S42°23'27"E	11.64'	3	11.64'	11.64'	11.64'

**TRACT #2**

Line #	Direction	Length	Cover #	Length	End Elevation	Crest Length
L4	N42°12'24"W	11.64'	4	11.64'	11.64'	11.64'
L5	N49°29'27"E	25.86'	5	25.86'	25.86'	25.86'
L6	S42°23'27"E	11.64'	6	11.64'	11.64'	11.64'

**TRACT #3**

Line #	Direction	Length	Cover #	Length	End Elevation	Crest Length
L7	N42°12'24"W	11.64'	7	11.64'	11.64'	11.64'
L8	N49°29'27"E	25.86'	8	25.86'	25.86'	25.86'
L9	S42°23'27"E	11.64'	9	11.64'	11.64'	11.64'

**TRACT #4**

Line #	Direction	Length	Cover #	Length	End Elevation	Crest Length
L10	N42°12'24"W	11.64'	10	11.64'	11.64'	11.64'
L11	N49°29'27"E	25.86'	11	25.86'	25.86'	25.86'
L12	S42°23'27"E	11.64'	12	11.64'	11.64'	11.64'

**TRACT #5**

Line #	Direction	Length	Cover #	Length	End Elevation	Crest Length
L13	N42°12'24"W	11.64'	13	11.64'	11.64'	11.64'
L14	N49°29'27"E	25.86'	14	25.86'	25.86'	25.86'
L15	S42°23'27"E	11.64'	15	11.64'	11.64'	11.64'

**TRACT #6**

Line #	Direction	Length	Cover #	Length	End Elevation	Crest Length
L16	N42°12'24"W	11.64'	16	11.64'	11.64'	11.64'
L17	N49°29'27"E	25.86'	17	25.86'	25.86'	25.86'
L18	S42°23'27"E	11.64'	18	11.64'	11.64'	11.64'

**TRACT #7**

Line #	Direction	Length	Cover #	Length	End Elevation	Crest Length
L19	N42°12'24"W	11.64'	19	11.64'	11.64'	11.64'
L20	N49°29'27"E	25.86'	20	25.86'	25.86'	25.86'
L21	S42°23'27"E	11.64'	21	11.64'	11.64'	11.64'

**TRACT #8**

Line #	Direction	Length	Cover #	Length	End Elevation	Crest Length
L22	N42°12'24"W	11.64'	22	11.64'	11.64'	11.64'
L23	N49°29'27"E	25.86'	23	25.86'	25.86'	25.86'
L24	S42°23'27"E	11.64'	24	11.64'	11.64'	11.64'

**LEGEND**  
ADJOINING PROPERTY LINE  
EASEMENT LINE  
PROPERTY LINE  
IPF (X) IRON PIN FOUND  
MGF (X) MAG NAIL FOUND  
IPS (X) IRON PIN SET  
MGS (X) MAG NAIL W TAG SET  
IPF (X) IRON PIPE FOUND  
BC (X) BUILDING CORNER FOUND

SCALE: 1" = 30'

LEGAL DESCRIPTION  
TO BE TRANSFERRED TO LFUCG  
Revised 5-25-22

Beginning at an iron pin set, stamped PLS 3843, set in the South Right-of-Way East Short Street, at the common corner with with 154 East Short Street (Curless Family LTD PART. – DB 2186 PG 362 - Plat Cab. H Sld. 775) and 145-149 East Main Street (Comm. of KY – DB 2528 PG 654 – Source Deed DB 1584 PG 83). Said point also being 27.50 feet right of Station 4+53.56 of the centerline of Public Acquisition project for East Short Street Right-of-Way, recorded in Plat Cab. K Sld. 938. **THENCE**, with the common line of Curless Family LTD PART and Comm. of KY, S 48°19'19" W, a distance of 243.82' to a point in the North Right-of-Way of East Main Street, at the corner of an existing building, situated on 145-149 East Main Street. **THENCE**, along the North Right-of Way East Main Street, and face of said building, N 40°59'03" W a distance of 39.21', to a point along the exterior wall of an existing building situated on 141-143 East Main Street (Comm. of KY – DB 2528 PG 654 – Source Deed DB 1572 PG 251 "Parcel 1, Tract 1"). **THENCE**, along the common line with 145-149 East Main Street and 141-143 East Main Street, S 48°14'18" W a distance of 0.98', to the corner of said existing building situated on 141-143 Est Main Street. **THENCE**, with the Right of Way of East Main Street, N 41°02'17" W a distance of 34.78' to the corner of said building. **THENCE**, N 48°24'12" E a distance of 0.93' to point in the exterior wall of an existing building situated on 139 East Main Street (Comm. of KY – DB 2528 PG 654 – Source Deed DB 1572 PG 251 "Parcel 1, Tract 2"). **THENCE**, along the Right of Way of East Main Street, N 41°04'31" W a distance of 19.79', to a common corner with 137 East Main Street (Dale Lee Ferguson – DB 1398 PG 323). **THENCE**, along the common line with Comm. of KY and Ferguson, said line running between abutting exterior walls of the existing buildings, N 48°37'37" E a distance of 114.35' to a point in the rear exterior wall of the Ferguson building (137 East Main Street). **THENCE**, along said rear exterior wall, N 42°13'53" W a distance of 19.13' to a new corner with Comm. of KY. **THENCE**, along said line with the the Comm. of Ky, N 48°30'53" E a distance of 112.60', to an iron pin set, stamped PLS 3843, set in the South Right-of-Way East Short Street. **THENCE**, along said Right of Way, S 41°42'37" E a distance of 10.91' to a point. **THENCE**, continuing with said Right of Way, with a curve turning to the left with an arc length of 102.67', with a radius of 326.93', with a chord bearing of S 50°41'47" E, with a chord length of 102.25', to the point of beginning. Having an area of 23903.8 square feet, 0.549 acres

**AGREEMENT FOR PROFESSIONAL SERVICES**

This **AGREEMENT** made and entered into this 11<sup>th</sup> day of July, 2022 by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter the “LFUCG”) and **FROST BROWN TODD LLC**, Frost Brown Todd, 250 West Main Street, Suite 2800, Lexington, KY 40507-1749 (hereinafter “Firm”).

**WITNESSETH:**

**WHEREAS**, LFUCG will begin the first phase of renegotiation of its collective bargaining agreements for (a) Corrections Lieutenants and Captains; and (b) Corrections Officers and Sergeants; and

**WHEREAS**, the Firm and Joseph Scholler have extensive knowledge and experience in the area of collective bargaining negotiation, including negotiation and analysis for LFUCG and are well qualified to perform such services; and

**WHEREAS**, LFUCG wishes to retain the negotiating services of Joseph Scholler, to serve as negotiator for contract discussions and negotiations in regard to collective bargaining for LFUCG; and

**WHEREAS**, the current collective bargaining agreement for Correction Lieutenants and Captains expires on June 30, 2023; and

**WHEREAS**, the current collective bargaining agreement for Corrections Officers and Sergeants expires on December 31, 2023; and

**WHEREAS**, LFUCG wishes to efficiently utilize the services of the Firm in coordination with the legal services that the LFUCG can provide through its Department of Law;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and conditions contained herein, LFUCG and the Firm mutually agree as follows:

**I. EMPLOYMENT OF THE FIRM**

The LFUCG does hereby engage the Firm, and the Firm does hereby accept the engagement in accordance with the covenants and conditions contained herein.

**II. SCOPE OF SERVICES**

The Firm agrees to provide professional services in accordance with the following terms and conditions:

**2.1. Scope of Services.** The Firm, through the services of Alexander Ewing, Joseph Scholler, Jennifer Bame and other attorneys as required and approved by LFUCG and the Firm, under the direction and at the request of the Mayor of the Lexington-Fayette Urban County Government (the “Mayor”) and such of her assistants as she may designate, agree to render professional services regarding the collective bargaining process involving LFUCG and its bargaining units to be undertaken pursuant to Kentucky Revised Statutes Chapter 67A.

The Services to be rendered shall be at the direction of the Mayor and/or her designated assistants and shall include the following:

- a. Consult with the Mayor, the Chief of Staff, the Commissioner of Law, the Commissioner of Public Safety and such other of the Mayor’s assistants as she may designate, regarding preparation for, and the conduct of, negotiations for wages, relevant employee benefits including healthcare benefits, and other terms and conditions of employment;
- b. Develop negotiation positions and proposals including LFUCG goals and objectives;



- c. Analyze union proposals and develop appropriate LFUCG responses;
- d. Act as leader of the LFUCG negotiating team, under the direction of the Mayor and/or her designated assistants at a reasonable number of negotiation sessions;
- e. Develop negotiating plans and strategies including recommendations of the most appropriate course of action to accomplish LFUCG goals;
- f. Provide updates to the Urban County Council upon request of the Mayor;
- g. Assist LFUCG in any subsequent court actions which may result from the negotiations, or other administrative process including impasse proceedings, subject to the supervision of the Commissioner of Law. It is understood that such services will be billed outside “Section 3.1 – Payments” at a rate to be negotiated by the Parties;
- h. Perform any other task which is reasonably necessary to the completion of the negotiation process and the finalization of new labor agreements with the aforementioned bargaining units.

### **III. PAYMENT FOR SERVICES**

#### **3.1. Payment for Services.**

**A. Total Payment.** In consideration of the Firm’s performance of the variety of services described herein, the total amount of this agreement shall be Fifty-Five Thousand Dollars (\$55,000.00) for each of the following contracts (a) Corrections Lieutenants and Captains and (b) Corrections Officers and Sergeants, excluding travel, out of pocket expenses, and any additional services authorized by LFUCG according to this Agreement. Payment for services will begin \_\_\_\_\_ . In the event circumstances arise that changes the scope

of the work or increases the expected amount of work, the Commissioner of Law has discretion to negotiate a fair supplemental payment.

**B. Computer Research Charges.** The Firm agrees that prior to conducting computerized legal research that it will consult with the Commissioner of Law to determine if said research can be performed through the Law Department's existing computer research plan.

**C. Partial Payment.** LFUCG will make payments to the Firm for services rendered. The Firm shall submit monthly invoices to the LFUCG and the LFUCG shall make payment to the Firm within thirty (30) days after receipt of each invoice. Receipts or detailed descriptions for out-of-pocket expenses claimed must accompany each invoice.

**D. Legal Work by LFUCG Department of Law.** Should legal opinions be required during negotiations, any legal opinions shall be provided by the Commissioner of Law or designated LFUCG legal staff, unless otherwise requested by LFUCG. Frost Brown Todd LLC shall consult with the Commissioner of Law regarding the substance of such legal opinions if requested.

**E. Efficient Transmission of Documents.** The Firm agrees that it will utilize electronic transmission of documents whenever possible to avoid facsimile or copying charges.

**F. Photocopy Charges.** The Firm agrees that it will charge no more than 10 cents per page for black and white photocopies of documents and will use color copying only when necessary during collective bargaining negotiations.

**G.** With the exception of the above, the parties agree to Frost Brown Todd LLC's Additional Terms and Conditions of Client Engagements (copy attached as Exhibit "A") regarding expense and related issues.

#### IV. MISCELLANEOUS

4.1. **Non-discrimination.** The Firm agrees that it will not discriminate against any of its employees or applicants for employment because of their race, color, age, religion, sex, or national origin and agrees to abide by all federal and state laws regarding non-discrimination. Any violation of such provisions shall constitute a material breach of this Agreement.

4.2. **Indemnification; Hold Harmless.** The Firm hereby covenants and agrees to indemnify and hold harmless LFUCG, individually and collectively from all fines, suits, claims, demands, actions, costs, obligations, attorney fees, or liability of any kind arising solely out of the negligent actions of the Firm.

4.3. **Ownership of Documents.** All documents which are obtained or prepared in the performance of this Agreement and/or pertaining to any of the matters with respect to which the Firm is providing services for LFUCG, are to be and will remain the property of LFUCG. Upon request after the termination or expiration of this Agreement, the Firm shall surrender to LFUCG all reports, memoranda, correspondence, files, forms, contracts, documents, estimates, field notes, investigations, studies and other data and other materials (including all copies thereof). This paragraph shall survive the expiration or termination of this Agreement. The Firm may temporarily retain the reproducible materials described above and prepare copies of any of these documents provided the copies are produced at the Firm's own expense, and a copy of the final contracts negotiated pursuant to this Agreement will be provided to the Firm at LFUCG's expense.

4.4. **Assignment of Contract.** This Agreement shall not be assignable in whole or in part without the written consent of the parties hereto, and it shall extend to and be binding upon, the heirs, administrators, executors and assigns of the parties hereto.

4.5. **Independent Contractor.** The retention of and acceptance by the Firm for the rendering of the services agreed herein shall be for the Firm, acting as an independent contractor to LFUCG.

## V. **CURTAILMENT AND TERMINATION**

5.1. **Curtailment or Termination of Services.** LFUCG and the Firm hereby agree to the full performance of the covenants contained herein. LFUCG reserves the right, at its discretion, to immediately terminate or curtail the services provided pursuant to this Agreement for documented cause, including but not limited to misfeasance, malfeasance, or non-performance of the Agreement by the Firm.

A. In the event LFUCG shall terminate or curtail the services or any part of the services of the Agreement herein provided for cause, LFUCG shall notify the Firm in writing and the Firm shall discontinue work under this Agreement immediately upon receipt of such notice.

B. Either party to this Agreement may terminate this Agreement without cause upon thirty (30) days written notice. During the thirty-day notice period, the Firm shall faithfully carry out its duties under this Agreement to facilitate the bargaining of the contracts referenced herein. Subject to the provisions of all paragraphs and subparagraphs of Section 3.1, the Firm shall receive compensation in full for services performed to the date of such termination or curtailment. LFUCG shall make this final payment within thirty (30) days after the Firm has delivered the last of any partially completed documents, together with any records that may be required to determine the amount due.

5.2. **Term of Agreement.** This Agreement shall be effective upon execution by the Mayor, and shall remain in force for twelve months, or upon completion of the negotiation process and execution of new labor agreements, whichever period is longer.

**5.3. Acknowledgements.**

**A.** This Agreement contains all the understandings between the parties. It is represented and understood by the parties that the “Whereas” clauses preceding the Terms and Conditions part herein, are an integral part of this Agreement. This Agreement may not be varied, altered, or modified in any way by any party, except by written instrument signed by both appearing parties.

**B.** In the event that any provision or portions of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect to the fullest extent permitted by law.

**C.** This Agreement has been made in and shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky. Time is of the essence.

**D.** The parties agree that all discussions, reports, memoranda, correspondence, files, forms, contracts, documents, estimates, field notes, investigations, studies and other data shall remain confidential to the fullest extent permitted by law and the Firm further specifically agrees to make no public comments about the services being rendered pursuant to this Agreement except as directed by the Mayor or his designated assistants.

**E.** The parties hereto agree that any suit, action or proceeding with respect to this Agreement may only be brought in or entered by, as the case may be, (a) in the courts of the Commonwealth of Kentucky situated in Lexington, Fayette County, Kentucky or (b) the United States District Court for the Eastern District of Kentucky, Lexington Division, and the parties hereby submit to the jurisdiction of such courts for the purpose of any such suit, action, proceeding, or judgment and waive any other preferential jurisdiction by reason of domicile. The parties hereby irrevocably waive any objection that they may now or hereafter have to the

laying of venue of any suit, action, or proceeding arising out of or related to this Agreement brought in the courts of the Commonwealth of Kentucky or the United States District Court for the Eastern District of Kentucky, Lexington Division, and also hereby irrevocably waive any claim that any such suit, action, or proceeding brought in any one of the above-described courts has been brought in an inconvenient forum.

F. It is agreed that the Firm reserves the right to continue to represent or to undertake to represent existing or new clients in any matter that is not substantially related to the Firm's work for LFUCG even if the interests of such clients in those other matters are directly adverse to LFUCG, including litigation in which LFUCG or its officers or related entities are parties. The Firm agrees, however, that the prospective consent to conflicting representation reflected in the preceding sentence shall not apply in any instance where as the result of the Firm's representation of LFUCG, the Firm has obtained sensitive, proprietary or otherwise confidential information that, if known to any such other client of the Firm, could be used in any such other matter by such client to the material disadvantage of LFUCG and/or any of its individual officers or the entities represented by those officers or agents.

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

FROST BROWN TODD LLC  
By: Joe Scholler  
JOSEPH SCHOLLER

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT  
By: Linda Gorton  
LINDA GORTON, MAYOR

WITNESS:

  
ABIGAIL ALLAN, COUNCIL CLERK

DATE: 7/11/2020

## EXHIBIT A

### **FROST BROWN TODD LLC** **ADDITIONAL TERMS AND CONDITIONS OF CLIENT ENGAGEMENTS**

1. Expenses. Expenses we incur on the engagement are charged to the Client's account. Expenses include such items as court costs, charges for computerized research services and hard copy document reproductions, long distance telephone, travel expenses, messenger service charges, overnight mail or delivery charges, extraordinary administrative support, filing fees, fees of court reporters and charges for depositions, fees for expert witnesses and other expenses we incur on your behalf. Our charges for these services reflect our actual out-of-pocket costs based on usage, and in some areas may also include our related administrative expenses.

2. Monthly Statements. Unless a different billing period is agreed upon with the Client, the Firm will render monthly statements indicating the current status of the account as to both fees and expenses. The statements shall be payable upon receipt. If statements are not paid in full within 30 days, we reserve the right to add a late charge of 1% per month of the amount due. If it becomes necessary for the Firm to file suit or to engage a collection agency for the collection of fees or expenses, the Client shall pay all related costs and expenses, including reasonable attorneys' fees.

3. Advance Payments. Any advance payment to be paid by the Client will normally be less than the Firm's ultimate fees and expenses. Such a payment or series of payments is not intended as a limitation upon the Firm's fees and expenses. The Firm may apply the advance payment toward any unpaid fees and expenses, in which event the Client shall make an additional deposit to restore the advance payment to its original level. Additional advance payments must be made within fifteen days of the date the request is made. Any unexpended balance of advance payments will be refunded to the Client, without interest, at the end of this engagement.

4. Litigation Matters. If this engagement involves litigation, the Client may be required to pay the opposing party's trial costs. Such costs include filing fees, witness fees, and fees for depositions and documents used at trial. We will not settle litigated matters without the Client's express consent. We require the Client's active participation in all phases of the case.

5. Insurance coverage. Unless we have been explicitly retained to address insurance coverage issues (as documented in this engagement letter), we have no responsibility or obligation to (a) identify any potentially applicable insurance coverage, (b) provide notice to any carrier, or (c) advise the Client on issues relating to insurance coverage at any point during our representation.

6. Termination. The Client has the right to terminate our representation at any time by notifying us of your intention to do so in writing. We will have the same right, subject to an obligation to give the Client reasonable notice to arrange alternative representation. In the event that either party should elect to terminate our relationship, our fees and expenses incurred up to that point still will be due to us. Upon payment to us of any balance due for fees and expenses, we will return to the Client, or to whomever the Client directs, any property or papers of the Client in our possession.



7. Withdrawal. Under the rules of professional conduct by which we are governed, we may withdraw from our representation of the Client in the event of, for example: nonpayment of our fees and expenses; misrepresentation or failure to disclose material facts concerning the engagement; action taken by the Client contrary to our advice; and in situations involving a conflict of interest with another client. If such a situation occurs, which we do not expect, we will promptly give the Client written notice of our intention to withdraw.

8. Post-Engagement Services. The Client is engaging our Firm to provide legal services in connection with a specific matter. After completion of that matter, changes may occur in the applicable laws or regulations that could have an impact on the Client's future rights and liabilities. Unless the Client engages us after completion of the matter to provide additional advice on issues arising from the matter, the Firm has no continuing obligation to advise the Client with respect to future legal developments.

9. Retention and Disposition of Documents. At the Client's request, its documents and property will be returned to the Client upon conclusion of our representation in the matter described above, although the firm reserves the right to retain copies of any such documents as it deems appropriate. Our own files pertaining to the matter will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records. All documents and property, including those belonging to the Client, that are retained by the firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, and consistent with professional conduct rules, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement without further notice to the Client.

10. Parent/Subsidiary/Affiliate Relationships. The Client may be a subsidiary of a parent organization or may itself have subsidiary or affiliated organizations. The Client agrees that the Firm's representation of the Client in this matter does not give rise to an attorney-client relationship between the Firm and any parent, subsidiary or affiliate of the Client (any of them being referred to as "Affiliate"). The Firm, during the course of its representation of the Client, will not be given any confidential information regarding any of the Client's Affiliates. Accordingly, representation of the Client in this matter will not give rise to any conflict of interest in the event other clients of the Firm are adverse to any of the Client's Affiliates.

11. Consultation with Firm Counsel. From time to time, issues arise that raise questions as to our duties under the professional conduct rules that apply to lawyers. These might include conflict of interest issues, and could even include issues raised because of a dispute between us and a client over the handling of a matter. The firm has several in-house ethics counsel who assist the firm's lawyers in such matters. We believe that it is in our clients' interest, as well as the firm's interest, that in the event that issues arise during a representation about our duties and obligations as lawyers, we receive expert analysis of our obligations. Accordingly, as part of our agreement concerning our representation, the Client agrees that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with our firm's counsel (either the firm's internal counsel or, if we choose, outside counsel), we have the Client's consent to do so and that our representation of the

Client shall not, thereby, waive any attorney-client privilege that the firm may have to protect the confidentiality of our communications with our internal or outside counsel.

12. Retirement Plan Advice. If the Client engages the Firm to provide legal services with respect to a retirement plan that is subject to the Employee Retirement Income Security Act, the Client should be aware that certain “covered service providers” must disclose some very specific information to the Client as a responsible fiduciary before the Client engages those services. While the Firm would not usually be serving as a “covered service provider,” there are some situations in which it might be. A description of the disclosures required in those situations can be located at [www.dol.gov/ebsa/newsroom/fs408b2finalreg.html](http://www.dol.gov/ebsa/newsroom/fs408b2finalreg.html).

13. Authorization. By the Client’s agreement to these terms of our representation, the Client authorizes us to take any and all action we deem advisable on the Client’s behalf on this matter. We will, whenever possible, discuss with the Client in advance any significant actions we intend to take.

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## FIRST AMENDMENT TO AGREEMENT

**THIS AMENDMENT**, is made and entered into on this 11<sup>th</sup> day of July 2022, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an Urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "GOVERNMENT"), and **BALLARD APARTMENTS, LLC**, a Kentucky limited liability company ("Owner"), 300 West New Circle Road, Lexington, Fayette County, Kentucky 40505.

**WHEREAS**, Government and Owner entered into a HOME Agreement dated April 12, 2019 ("Agreement"), in which the Owner was allocated \$300,000 provided by the 2018 Consolidated Plan for eligible HOME costs.

**WHEREAS**, Owner has requested additional time to complete the funding provided by the 2018 Consolidated Plan for developmental of rental housing for low-income HOME-eligible persons and/or households.

**WHEREAS**, the Agreement provides for all amendments to be in writing executed by Government and Owner;

**NOW, THEREFORE**, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the parties hereto agree as follows:

1. Section 1 Particular Covenants, subsection 1.40, titled "TIME OF COMPLETION" shall be amended to provide that that the Owner agrees to complete the development covered by this agreement on or before September 30, 2022.
2. In all other respects, except as specifically modified herein, the terms of the Agreement dated April 12, 2019, shall remain in full force and effect with respect to the provisions outlined therein.

**IN WITNESS WHEREOF**, the parties executed this Amendment at Lexington, Kentucky, the day, month, and year above written.

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BLANK.SIGNATURE PAGE TO FOLLOW.

**LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT**

BY: Linda Gorton  
Linda Gorton, Mayor

DATE: 7/11/2022

ATTEST:

Maximie Stock  
Clerk of Urban County Council

**OWNER:**

BALLARD APARTMENTS, LLC,  
a Kentucky limited liability company

By: BALLARD APARTMENTS HOUSING SERVICES,  
INC., a Kentucky nonprofit corporation, its member

By: Austin J. Simms  
Austin J. Simms, President

DATE: 07/16/2022

A G R E E M E N T – F Y 2 0 2 3

THIS AGREEMENT, made and entered into on the 11<sup>th</sup> day of July, 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).

W I T N E S S E T H

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 2021-20222 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. Blevins Sr.  
DONALD BLEVINS, SR., Fayette Fiscal Court

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

ATTEST:

Mackenzie J. Cook  
ATTEST:

**ATTACHMENT A  
COUNTY AGREEMENT FY 2023**

**County Roads for Resurfacing FY- 2023**

**Repaving and Pavement Maintenance**

<b>STREET NAME</b>	<b>SECTION_FROM</b>	<b>SECTION_TO</b>	<b>LENGTH (MILES)</b>	<b>Estimated Cost</b>
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.