

AGREEMENT

THIS AGREEMENT, made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, 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 Planning, Preservation & Development and its Department of Environmental Quality & Public Works and the FAYETTE FISCAL COURT, a Fiscal Court of the Commonwealth of Kentucky (hereinafter Court) and Honorable JON LARSON, 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, 2011 until June 30, 2014, 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, 2011 until June 30, 2014.
3. Government by and through its Department of Planning, Preservation & Development and 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, and shall not exceed the specified amount for each project:

**Prior Years Re-allocations:**

Resurfacing	- 93011	\$1,763,549.45
Guard Rail	- 91717	\$ 15,950.00
Kenny Lane Bridge	- 91712	\$ 75,000.00
Grimes Mill Bridge	- 91712	\$ 150,860.63
Culvert Repair	- 91718	\$ 569,639.92
Emergency Fund	-	\$ 25,000.00

**Total Prior Years Re-allocations** **\$2,600,000.00**

**The FY-2012, 2013 & 2014 Allocations:**

Public Hearing Advertisement \$ 80.00  
 Resurfacing - 93011 \$844,122.00

Shouldering & Resurfacing (FY 2012, 2013 & 2014)

ROAD	FROM	TO	Distance (Miles)
Elkchester	Van Meter Rd.	End	1.654
Uttinger	Royster Rd.	End	0.295
McCalls Mill	McCalls Mill	1000 ft - left out in 02 paving	0.189
Athens Walnut Hill	Old Richmond Rd.	Athens Boonesboro Rd.	2.841
Blue Sky Pkwy.	Athens Boonesboro Rd. 1480 lf	1480 lf	0.28
Hume Rd.	Bryan Station	Winchester Rd.	2.582
Berea Rd.	Georgetown	Iron Works Pike	1.098
Bosworth	Elkchester	Rosalie	0.723
Elk Lick Falls	Old Richmond Rd.	1000 lf (Seg 1)	0.189
Beach Rd.	Old Richmond	End	0.387
Van Meter Rd.	Versailles Rd.	Rice Rd.	1.945
Leeann Lane	Old Richmond Rd.	End	0.644
Kiddville Rd	Jacks Creek	End	1.08
New Vine Ln.	Old Versailles Rd	Church Lot	0.083
Tropicana	Plantagent	Wellesley	0.07
Wellesley Heights	Versailles	Heraldry	0.13
Wellesley	Tropicana	Cul-De-Sac	0.33
Kensington	Plantagent	Wellesley	0.22
Heraldry	Wellesley	Cul-De-Sac	0.13
Enchantment	Wellesley Heights	Cul-De-Sac	0.05
Rockwell	Hedger Ln	County Line	1.25
Redd	Elkchester	Old Frankfort	2.34
Ft Springs Pinckard	Military	Old Versailles	0.74
Rockwell	Haley	Hedger Ln	0.82
Grimes Mill	Old Richmond	County Line	1.74
Cutters Hill	Blue Sky Prkw	End	0.28
Blue Sky Prkw	Athens Boonesboro	Athens Boonesboro	1.1
Faulkner	Russell Cave	Pierson	0.56
Total			23.75

Pavement preservation using asphalt rejuvenating agent (FY 2012, 2013 & 2014)

ROAD	FROM	TO	Distance (Miles)
Evans Mill Rd.	Old Richmond Rd.	End	1.96
Ferguson Rd.	Russell Cave Rd	Greenwich Pike	1.33
Falcon Wood Rd.	Bethel Rd.	North Yarnalton Rd.	1.41
Jacks Creek Rd	Raven Run Park	End	2.89
Dry Branch	Raven Run Park	End	2.71
Old Jacks Creek	Jacks Creek Rd	End	0.1
Old Dry Branch	Dry Branch	End	0.38
Baxter Boulevard	Gentry Rd	Cleveland Rd	0.24
Brumager Ave	Baxter Boulevard	Athens Boonesboro	0.21
Democrat Boulevard	Athens Boonesboro	Cleveland Rd	0.12
Hickman Street	Democrat Boulevard	End	0.23
Royster Rd	Briar Hill	Winchester	3.77
Adams Ln	Richmond Rd	End	0.06
Delong Rd	Armstrong Rd	Walnut Hill Rd	1.71
Huffman Mill	Lemons Mill	Russell Cave Rd	2.03
McCalls Mill	Athens Boonesboro Rd	Grimes Mill	1.67
Total			20.82

Crack Sealing - 91716 \$ 60,000.00

ROAD	FROM	TO	Distance (Miles)
United	Cutters Hill	End	0.278
Cutters Hill	Blue Sky Pkwy.	End	0.277
Blue Sky Pkwy.	Where we stop paving	Athens Boonesboro Rd	1.095
Adams Ln	Old Richmond	End	0.06
Delong Rd	Armstrong Mill Rd	Walnut Hill	1.71
Huffman Mill Rd	Russell Cave Rd	Old Lemons Mill Rd	2.03
McCalls Mill Rd	Athens Boonesboro	Grimes Mill Rd	1.67
Royster Rd	Briar Hill Rd	Winchester Rd	3.77
Total			10.89

**Total Allocations** \$ 904,202.00

**Total Budget FY 2014** \$ 3,504,202.00

4. The parties understand that the cost of the projects referred to in paragraph 3 above 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. 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.

6. 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 and/or repairs to the county roads, as specified by Amendment to this AGREEMENT approved by the parties hereto.

7. For the projects specified in paragraph 3 of this AGREEMENT, County Judge shall:

- a. Personally inspect the site of each during the course of the project:
- b. 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
- c. Process an amendment to this AGREEMENT, as provided for in paragraph 5 or 6 hereof, for approval by Government and Court for 2011-2014 regular routine maintenance or emergencies on county roads and resurfacing.

8. For the purpose of selecting projects to be done during the period from July 1, 2011 until June 30, 2014, 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 2011-2014 or 2014-2015 funds.
- b. Schedule a public hearing for the Court for the purpose of receiving comments from the public as to the use of 2011-2014 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 2011-2014 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 Planning, Preservation & Development and the Department of Environmental Quality & Public Works and the Urban County Council.

9. 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 Planning, Preservation & Development and/or the Department of Environmental Quality & Public Works.

10. 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.

11. 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.

12. 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.

13. This AGREEMENT shall continue in effect until completion of the projects specified in paragraph 3.


14. 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.

15. 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.

16. 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

  
ATTEST:

BY:   
JON LARSON, Fayette Fiscal Court

ATTEST:

BY: \_\_\_\_\_  
JIM GRAY, MAYOR - Lexington Fayette Urban County Government