RESOLUTION NO. 327 – 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE FAYETTE FISCAL COURT, ACCEPTING AND ESTABLISHING FUNDING FOR FISCAL YEAR 2026 COUNTY ROAD AID PROJECTS IN THE RURAL SERVICE AREA.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the Agreement, which is attached hereto and incorporated herein by reference, with the Fayette Fiscal Court, accepting and establishing funding for Fiscal Year 2026 County Road Aid projects in the Rural Service Area.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: July 1, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

615-25:MSC:4917-3044-1551, v. 1

AGREEMENT – FY 2026

THIS AGREEMENT, made and entered into on the 2nd day of July, 2025, 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, 2025 until June 30, 2026, 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, 2025 until June 30, 2026.

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 2026, 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 2025-2026 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, 2025 until June 30, 2026, 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 2024-2025 or 2025-2026 funds.

b. Schedule a public hearing for the Court for the purpose of receiving comments from the public as to the use of 2025-2026 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 2025-2026 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

Marchetta Watson, DC
ATTEST:

BY: _____
MARY DIANE HANNA., Fayette Fiscal Court

Marchetta Hack
ATTEST:

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

ATTACHMENT A
COUNTY AGREEMENT FY 2026

County Roads for Resurfacing FY- 2026

Resurfacing

Street Name	Section_From	Section_To	Length (miles)	Estimated Cost
Gentry Rd	N Baxter Blvd	Gentry Ln	1.48	$374,000
Kenney Ln	Iron Works Pike	Talking Picture Ln	0.24	$61,000
Kenney Ln	Talking Picture Ln	Dixiana Domino Rd	0.62	$158,000
				$593,000

Projects

Street Name	Section_From	Section_To	Length (miles)	Estimated Cost
20% Match for Berea Rd Repaving	Georgetown RD	Iron Works Pike	1.1	$56,000
Shouldering on Evans Mill Road	Driveway at 1520 Evans Mill	Beginning of Pond at 1571 Evans Mill	0.24	$90,000
Inspect Culvert on Evans Mill	0.28 Mile from Old Richmond Road		N/A	$25,000
Funding for Jack Creek Pike Slope Failure	0.5 from Dead End		N/A	$100,000
Slip line - Culvert on Alexandria Drive	1/3 mile from New Circle Road Overpass		N/A	$55,000
				$326,000
			Total	**$919,000**

ATTACHMENT B
COUNTY AGREEMENT FY 2026

Estimated FY 2026 (July 1, 2025 to June 30, 2026) Funding to be accepted by the Lexington Fayette Urban County Government $919,019.83.