



Ribbon Cutting Held for Perk & Chill Mobile Coffee Truck
The Mercer Chamber of Commerce recently held a ribbon cutting for Harrod's Perk & Chill Coffee Truck grand at The Lawn on Main Street. This coffee truck is an expansion of its store front located at 540 N College Street. Family and friends joined owners Amber and Ryan Ward, center, and Mercer County Judge Executive Sarah Steele, far right.



Ribbon Cutting for Charmed Collectibles and Antiques
The Mercer Chamber of Commerce held a ribbon cutting for Charmed Collectibles and Antiques, owned by Rod and Judy Helton, at their new location at 540 N College St. Pictured are left to right, Chamber Executive Director Jill Cutler, Linda McDonald, Chamber Board member Melissa Davis, owners Judy and Rod Helton, Judge Executive Sarah Steele and Representative Kim King.

ORDINANCE NO. 2026-09-08C

INTERLOCAL AGREEMENT BETWEEN MERCER COUNTY, THE CITY OF HARRODSBURG, KENTUCKY, AND THE CITY OF BURGIN, KENTUCKY FOR THE ESTABLISHMENT OF THE JOINT HARRODSBURG-BURGIN-MERCER Co. Planning & Zoning Commission AND THE JOINT HARRODSBURG-BURGIN-MERCER COUNTY BOARD OF ADJUSTMENT

This Agreement is entered into on this the 13 Day of October, 2026, by and between Mercer County, Kentucky ("Mercer County"), the City of Harrodsburg, Kentucky ("Harrodsburg"), and the City of Burgin, Kentucky ("Burgin") (collectively, the "local governments").

WITNESSETH:

WHEREAS, Chapter 100 of the Kentucky Revised Statutes ("KRS") provides that incorporated cities and their county may participate in a joint planning program;

WHEREAS, the City of Harrodsburg, Kentucky and the Fiscal Court of Mercer County, Kentucky, have previously participated in a joint planning program to assist and promote the orderly land use development of the city and county;

WHEREAS, the City of Burgin, Kentucky desires to join Harrodsburg's and Mercer County's joint planning efforts and to form a joint planning unit consisting of the three (3) local governments;

WHEREAS, KRS 100.121 provides that, at any time, the legislative bodies of cities and the fiscal court of the county containing the cities may enter into an agreement to form a joint planning unit by combining planning operations in order that they may carry out a joint city-county planning program;

WHEREAS, KRS 100.127 provides that agreements for joint planning units shall be in writing, shall describe the boundaries of the area involved, and shall contain all details which are necessary for the establishment and administration of the planning unit in regard to planning commission organization, preparation of plans, aids to plan implementation, and the method of proration of financial support;

WHEREAS, KRS 100.127 further provides that the agreement shall be adopted as an ordinance by the legislative bodies which are parties to the agreement, and the agreement shall be filed in the office of the county clerk;

and

WHEREAS, KRS 100.217 authorizes the establishment of a joint board of adjustment;

WHEREAS, KRS 65.210 through KRS 65.300, the Interlocal Cooperation Act, permits local governmental units to enter into agreements to make the most efficient use of the povyers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

NOW, THEREFORE, BE IT RESOLVED AND ORDAINED, that the legislative bodies of the Cities of Harrodsburg, Kentucky and Burgin, Kentucky, acting by and through their respective Mayors, and the Fiscal Court of Mercer County, Kentucky, acting by and through its Judge/Executive, do hereby enter into this Agreement establishing the Joint Harrodsburg-Burgin-Mercer Co. Planning & Zoning Commission and the Joint Harrodsburg-Burgin-Mercer County Board of Adjustment; and

FURTHER, BE IT RESOLVED AND ORDAINED, that the local governments agree as follows:

A. Planning Unit

- The joint planning unit consisting of the City of Harrodsburg, Kentucky, the City of Burgin, Kentucky, and Mercer County, Kentucky is hereby established, and shall be known as the Harrodsburg-Burgin-Mercer Co. Planning & Zoning Commission.
- The area of jurisdiction of the joint planning commission shall include all land within the unincorporated areas of Mercer County, Kentucky and all land within the corporate limits of the Cities of Harrodsburg, Kentucky and Burgin, Kentucky. The area of zoning enforcement and subdivision regulation control shall include all land within the unincorporated areas of Mercer County, Kentucky and all land within the corporate limits of the Cities of Harrodsburg, Kentucky and Burgin, Kentucky.

B. Harrodsburg-Burgin-Mercer Co. Planning & Zoning Commission

- The Joint Planning Commission known as the Harrodsburg-Burgin-Mercer Co. Planning & Zoning Commission (hereinafter, the "Joint Planning Commission") shall have the powers, duties, and responsibilities set forth in KRS Chapter 100.
- The Joint Planning Commission, pursuant to K.RS 100.141, shall consist of eleven (11) members. These members shall not include elected officials. Members shall be appointed as follows:
 - Mercer County - Five (5) members appointed by the County Judge/Executive with the approval of the Fiscal Court;
 - City of Harrodsburg -Four (4) members appointed by the Mayor with the approval of the Board of Commissioners;
 - City of Burgin - Two (2) members appointed by the Mayor with the approval of the City Council.
- Pursuant to KRS 100.143, each member's term shall be four (4) years, except the initial members appointed by the City of Burgin shall serve a term of three (3) years and (4) years, respectively. The new member appointed by the City of Harrodsburg and the new member appointed by Mercer County shall each serve a term of four (4) years. The current members of the Mercer County Joint Planning and Zoning Commission shall remain appointed to serve on the Harrodsburg-Burgin-Mercer Co. Planning & Zoning Commission for the remainder of their staggered terms. Appointments to fill vacancies shall be made so that a staggered pattern of terms may be maintained.
- Pursuant to KRS 100.153, citizen members may be reimbursed for expenses or may receive compensation if authorized by the Joint Planning Commission for all Commission members.

C. Harrodsburg-Burgin-Mercer Co. Board of Adjustment

- The Joint Board of Adjustment, known as the Harrodsburg-Burgin-Mercer County Board of Adjustment (hereinafter, the "Joint Board of Adjustment"), shall have the powers, du-

ties and responsibilities set forth in KRS Chapter 100.

- The Joint Board of Adjustment shall consist of seven (7) members, all of whom must be citizen members. The membership of the Joint Board of Adjustment shall be appointed as follows:
 - Mercer County -Three (3) members appointed by the County Judge/Executive with the approval of the Fiscal Court;
 - City of Harrodsburg- Three (3) members appointed by the Mayor with the approval of the Board of Commissioners; and
 - City of Burgin-One (1) member appointed by the Mayor with the approval of the City Council.
- The terms of office shall be four (4) years. The City of Burgin's initial member and the City of Harrodsburg's new member shall each be appointed for a term of four (4) years. The current members of the Mercer County Joint Board of Adjustments & Appeals shall remain appointed to serve on the Harrodsburg-Burgin-Mercer County Joint Board of Adjustment for the remainder of their present terms. The Joint Board of Adjustment shall otherwise be organized and operated in accordance with KRS 100.217.
- As set forth in KRS 100.153, citizen members may be reimbursed for expenses or may receive compensation if authorized by the Planning Commission for all Joint Board of Adjustment members.
- The area of jurisdiction of the Joint Board of Adjustments shall include all land within the unincorporated areas of Mercer County, Kentucky and all land within the corporate limits of the Cities of Harrodsburg, Kentucky and Burgin, Kentucky.

D. Financing the Joint Planning Operation

- Prior to the beginning of the Joint Planning Commission's Fiscal Year (July 1), the Joint Planning Commission shall adopt a preliminary budget outlining the expected expenditures, expected revenues and needed revenues. This preliminary budget shall then jointly be submitted to the Mayor and Board of Commissioners of the City of Harrodsburg, the Mayor and City Council of the City of Burgin, and the County Judge/Executive and Fiscal Court of Mercer County by March 1st of each year.
- This preliminary budget shall contain funds for the basic administration of the planning program, pursuant to K.RS 100.177, and the expected expenditures of the budget shall be paid using revenue generated from Planning Commission fees for services. For any remaining expenditures, Mercer County shall pay no more than fifty percent (50%) and the City of Harrodsburg shall pay no more than fifty percent (50%). However, each party may provide additional funding for the staffing, planning, administration, or enforcement of any jurisdiction, specific project, or program.
- The City of Burgin shall make a minimum annual contribution of \$250.00.
- Notwithstanding the provisions of Section D.2 and D.3 above, regarding the contribution - to the Joint Planning Operation, the budget of the Joint Planning Commission may be amended at any time, or from time to time, during the fiscal year.
- The Joint Planning Commission may employ a staff or contract with planners or other persons as it deems necessary, to accomplish its assigned duties and functions. The Commission shall designate one staff member to serve as Director.
- The Joint Planning Commission may select an attorney or attorneys to act as general counsel to the Joint Planning Commission and the Joint Board of Adjustment. This legal counsel should be qualified to practice law in the Commonwealth of Kentucky and shall not be a member of the Joint Planning Commission, the Joint Board of Adjustments, or hold an office that appoints members to the Joint Planning Commission or Joint Board of Adjustment. The attorney shall attend all regular Joint Planning Commission and Joint Board of Adjustment meetings at the request of the Chairperson or Director. Compensation shall be established by contract and payable from the funds of the Joint Planning Commission.

E. Approval of Amendments to Zoning Map and Approval of Text Amendments to Zoning Ordinances

- Amendments to the zoning map shall be approved in accordance with K.RS 100.211.
- Amendments to the text of any zoning ordinance may be proposed by any participant to this Agreement or by the Joint Planning Commission. As required by KRS 100.211(3), amendments to the text of a zoning ordinance shall be first referred to the Joint Planning Commission for a hearing and recommendation. Following the recommendation of the Joint Planning Commission, the proposed amendment shall be submitted to the appropriate legislative bodies whose geographic limits are affected by the amendment. In the case of a proposed amendment originating from a legislative body or fiscal court, the Joint Planning Commission shall make its recommendation within sixty (60) days of the date of its receipt of the proposed amendment. It shall take an affirmative vote of a majority of the fiscal court or legislative body to adopt any proposed amendment.
- For any proposed amendment originating from the Joint Planning Commission, it is agreed that the appropriate legislative body shall either adopt or reject the proposed amendment within ninety (90) days after receipt of the Joint Planning Commission's recommendation. The failure of the appropriate legislative body to act on the recommendation of the Joint Planning Commission within ninety (90) days after receipt of the recommendation shall

be deemed, pursuant to this agreement, to constitute an affirmative vote of the majority of the appropriate legislative body, by operation of law.

F. Enforcement Officers

The enforcement officers for the Joint Planning Commission shall be the following:

- Director of the Joint Planning Commission or his or her designee;
- Codes Enforcement Officer(s) of the Joint Planning Commission;
- Building Inspector(s) or Code Enforcement Officer(s) employed or appointed by the City of Harrodsburg, the City of Burgin, or Mercer County.

G. Ratification of Existing Laws

- This Agreement hereby ratifies, adopts, and promulgates all existing rules, regulations, ordinances, orders, and resolutions either adopted the legislative bodies of the Cities of Harrodsburg and Burgin, Kentucky, and the Fiscal Court of Mercer County, Kentucky, and the existing Harrodsburg-Mercer Co. Planning & Zoning Commission until otherwise amended.
- The parties agree to be bound by this Agreement, by the duly approved zoning ordinances and zoning maps, by the Mercer County Comprehensive Plan, by the Mercer County Subdivision Regulations, and by KRS Chapter 100. The parties also agree that any rules, regulation, ordinances, orders, or resolutions, hereto passed or hereafter passed which is contrary to any of the statutes shall be void and controlled by said statutes.

H. Effective Date

This Agreement shall be in full force and effect upon execution by the last party to execute this Agreement and upon approval and recording of the executed Agreement according to law.

I. Modification of Agreement

This Agreement represents the entire Agreement between the parties. Any modifications of this Agreement or additional obligation assumed by any party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

J. Assignability/Partial Invalidity

This Agreement is not assignable. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by all parties subsequent to the expungement of the invalid provision.

K. Choice of Law

It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and under and pursuant to the laws of the Commonwealth of Kentucky and that, in any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the Commonwealth of Kentucky shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

L. No Waiver

The failure of any party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

M. Termination

This Agreement shall have an indefinite duration, but may be terminated by any party hereto with at least ninety (90) days written notice to the other parties and to the Joint Planning Commission.

N. Interlocal Agencies Established

This Agreement creates two (2) interlocal agencies, the Harrodsburg-Burgin-Mercer Co. Planning & Zoning Commission and the Harrodsburg-Burgin-Mercer County Board of Adjustment. The organization, membership, compensation, authority, responsibilities, restrictions, limitations, conditions, financing, and nature of the interlocal agencies are established by the provisions set forth herein and as established by KRS Chapter 100. The Director of the Joint Planning Commission shall be the administrator responsible for the day-to-day joint undertaking contemplated by this Agreement. This Agreement does not contemplate the acquisition, holding, or disposal of real or personal property.

IN WITNESS WHEREOF, the undersigned parties, acting by and through their Chief Executive, have caused this Agreement to be executed and their seals herein to be affixed as of the day and the year first above written.

Given this first reading: Sept. 8, 2026
Given this second reading: Oct. 13, 2026

Approved: Mayor Joseph Monroe,
Attest: City Clerk Angela Stewart