

RESOLUTION

94-1

Fiscal Court of Madison County

Resolution adopting and approving the execution of a Contract between the Fiscal Court and the Department of Rural and Municipal Aid, Commonwealth of Kentucky, for the fiscal year beginning July 1, 1994, as provided in the Kentucky Revised Statutes and accepting all roads and streets referred to therein as being a part of the County Road System.

Be it resolved by the Fiscal Court that:

Section 1:

The Fiscal Court does hereby accept all roads and streets referred to in said contract as being a part of the County Road System; and

The Fiscal Court does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in said Contract and does hereby accept said Contract and by such acceptance agrees to all the terms and conditions therein stated.

Said Contract reads as follows:

THIS CONTRACT is made between the Department of Rural and Municipal Aid, Commonwealth of Kentucky, and the Fiscal Court of Madison County, Kentucky.

The initial apportionment to the county for the fiscal year beginning July 1, 1994, less three (3) percent set aside for an emergency fund, is Six Hundred Fourteen Thousand Two Hundred Thirty and No Hundredths Dollars---
----- (\$614,230.00). This amount, when added to any subsequent apportionments and any unencumbered balance of prior apportionments to the said county will be expended by the Kentucky Department of Rural and Municipal Aid to aid the county in the maintenance, reconstruction, or construction of county roads in said county.

The Fiscal Court hereby agrees and directs that their pro rata share of the County Road Aid Fund, due monthly from the Finance Cabinet, in accordance with KRS 179.410, be assigned to the Transportation Cabinet's Division of Accounts for Fiscal Year 1994-95.

Unless specifically excluded within this contract, all county roads and streets are a part of this contract. This includes all structures lying within the limits of the project.

SPECIAL PROVISIONS

The Department of Rural and Municipal Aid will reimburse the county of Madison for materials, labor, and equipment necessary for the county to accomplish maintenance, repairs, and improvements on county roads. This assistance is extended insofar as funds are available from the county's share of the County Road Aid Program allocation reflected by this Contract. The county will be responsible for all costs in excess of the County Road Aid funds.

The Department of Rural and Municipal Aid may assist the county in fulfilling its road maintenance, repairs, and improvement needs by the following methods:

(a) Reimburse the county for materials and work performed by Contract.

(b) Reimburse the county for materials obtained by contract.

(c) Reimburse the county for rental or purchase of road maintenance and construction equipment. Rental rates to be based on current edition of the "Blue Book for Rental of Equipment" or the Transportation Cabinet's official rental rates.

(d) Reimburse the county for the hourly rate for personnel who perform the work. This rate may include employee fringe benefits such as leave overlay, retirement, social security, insurance, etc.

(e) Upon request from the County Fiscal Court, the Transportation Cabinet (through its Department of Highways) may provide, or cause to be provided, materials and perform, or cause to be performed, maintenance and construction work on county roads. Charges for any such materials used or work performed would be levied against the County Road Aid Program allocation.

GENERAL PROVISIONS

The Fiscal Court stipulates and hereby certifies that all County Road Aid funds will be expended within the right-of-way limits of county roads and their appurtenances. This Contract does not relieve county government of its responsibility for county roads and bridges.

The county will acquire any right-of-way contemplated under this Contract. The county also assumes responsibility for any claims for damages arising from such acquisitions.

The county will hold harmless and save the Commonwealth of Kentucky and the Department of Rural and Municipal Aid and their officials and employees free from all claims or liability for damages of any nature whatsoever due to or arising from the performance of this Contract.

The county will reimburse the Department of Rural and Municipal Aid for any loss it may sustain arising out of performance of this Contract by the Department. Such loss as sustained by the Department of Rural and Municipal Aid may be charged to this county's apportionment in this or future fiscal years.

Should any balance of the county's apportionment remain after performance of this Contract, such balance will remain to the credit of the county for performance of future Contracts by the Department of Rural and Municipal Aid.

It is agreed that any materials purchased by the Department of Rural and Municipal Aid and delivered to the county shall be used by county only on county roads and bridges.

The general administration of the program herein designated shall be under the jurisdiction of the Department of Rural and Municipal Aid.

Should conditions arise which, in the judgment of the Commissioner of Rural and Municipal Aid, render it burdensome to the general welfare of the Commonwealth to continue any work commenced under terms of this Contract, the Department may suspend or curtail such work.

It is further agreed between the parties hereto that all obligations incurred under this Contract are subject to any law or regulations now existing or hereafter enacted or promulgated. The Fiscal Court acknowledges its total responsibility for county roads.

The County Judge/Executive of the said county and the Commissioner of Rural and Municipal Aid, or their authorized representatives, insofar as their actions are in accord with the laws of the Commonwealth of Kentucky, shall act for their respective parties on all matters arising under this Contract.

IN TESTIMONY WHEREOF, the parties hereto have executed this Contract on this the 1st day of February, 1994.

Madison County Fiscal Court

BY: [Signature]
County Judge/Executive

Madison County

DEPARTMENT OF RURAL & MUNICIPAL AID

BY: _____

APPROVED AS TO FORM AND LEGALITY:

[Signature]
OFFICE OF GENERAL COUNSEL

NOW THEREFORE, be it resolved by the Fiscal Court of
Madison County that the County Judge/Executive of the county is
hereby authorized and directed to sign said Contract as set forth on
behalf of the Fiscal Court of Madison County, and the County
Clerk of Madison County is hereby authorized and directed to
certify thereto.

The vote taken on said Resolution, the result being as follows:

AYES

Mag. Peggy Rice
Forniss Park
Farris Parks
Larry Combs
Judge Kent Clark

NAYS

COMMONWEALTH OF KENTUCKY) SS:

Madison COUNTY)

I, Mary Jane Ginter County Clerk of
Madison County certify that the foregoing is a true
copy of the Order above which is on record in my office in Book 25,
Page 41. Given under my hand and seal of office this the 1st day of
February, 1994.

SIGNED

CLERK OF

Mary Jane Ginter
Madison COUNTY

Madison County Fiscal Court
Madison Co. Courthouse
101 West Main
Richmond, KY 40475

— Bridge State Road —
Municipal Rd Aid

Resolution
94-1
Voted
2-24-94
Co. Road Aid for
FY 94-95
Starting July 1, 1994

STEVE TAYLOR
DEPT. RURAL & MUNICIPAL AID
STATE OFFICE BLDG. ROOM 118
FRANKFORT, KY 40622