

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 2021-133**

**AN AGREEMENT BETWEEN JOHN WADE OF 12 PERKINS ASHCRAFT
ROAD, RICHMOND, KENTUCKY, AND THE MADISON COUNTY FISCAL
COURT TO ASSIST IN THE APPLICATION OF A HAZARD MITIGATION
GRANT PROGRAM PROJECT**

WHEREAS, with the assistance of Madison County Emergency Management Agency, Mr. Wade is applying for a grant with the Federal Emergency Management Agency (hereinafter referred to as "FEMA") to raise his home above the flood plain level (hereinafter referred to as "the Project"); and

WHEREAS, as part of said grant, FEMA will pay 75% of the allowed costs or the constructions, the Commonwealth of Kentucky will pay 12% of the allowable costs, and Mr. Wade will pay the remaining 13% of the allowable costs; and

WHEREAS, Mr. Wade will also pay incidental costs, which are not considered allowable costs as part of the grant; and

WHEREAS, the County will not be required to contribute any of its funds to the Project; and

WHEREAS, the requested funds for this Project are not expected to exceed One Hundred Seventy-Five Thousand Dollars (\$175,000.00), however this amount may increase or decrease as the development of the Project proceeds; and

WHEREAS, the Parties agree that the terms of the Agreement, which is attached hereto this Resolution, will further the best interests of both Mr. Wade and the County;

NOW, THEREFORE, BE IT RESOLVED THAT THE FISCAL COURT DOES APPROVE TO ENTER INTO THIS AGREEMENT AND AUTHORIZES THE JUDGE EXECUTIVE TO EXECUTE SAME ON BEHALF OF THE COUNTY.

Motion made by Barger, seconded by Robinson.

Vote:

Yes

No

Judge Reagan Taylor

Magistrate Ben Robinson III

Magistrate John Tudor

Magistrate Roger Barger

Magistrate Tom Botkin

<u>✓</u>	<u> </u>
<u>✓</u>	<u> </u>
<u>✓</u>	<u> </u>
<u>✓</u>	<u> </u>

Signed:

R-22-

Reagan Taylor
Madison County Judge Executive

12-14-2021

Date

Attested:

Kenny Barger

Kenny Barger
Madison County Clerk

12-14-21

Date

AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into the 14th day of December 2021, between JOHN WADE, 12 Perkins Ashcraft Road, Richmond, KY 40475 (hereinafter referred to as "Mr. Wade") and MADISON COUNTY, a body politic of the Commonwealth of Kentucky (hereinafter referred to as the "County")

WITNESSETH:

WHEREAS, with the assistance of Madison County Emergency Management Agency, Mr. Wade is applying for a grant with the Federal Emergency Management Agency (hereinafter referred to as "FEMA" to raise his home above the flood plain level (hereinafter referred to as the "Project"); and

WHEREAS, as part of said grant, FEMA will pay 75% of the allowed costs or the constructions, the Commonwealth of Kentucky will pay 12% of the allowable costs, and Mr. Wade will pay the remaining 13% of the allowable costs; and

WHEREAS, Mr. Wade will also pay incidental costs which are not considered allowable costs as part of the grant; and

WHEREAS, the County will not be required to contribute any of its funds to the Project; and

WHEREAS, the requested funds for this Project are not expected to exceed One Hundred and Seventy-Five Thousand Dollars (\$175,000.00), however this amount may increase or decrease as the development of the Project proceeds; and

WHEREAS, the Parties agree that the terms herein will further the best interests of both Mr. Wade and the County; and

NOW, THEREFORE, the Parties agree as follows:

1. Prior to construction, Mr. Wade shall pay his share of the allowable costs (13%) based upon the estimated cost of the Project for a total amount of Twenty-Two Thousand Seven Hundred Fifty Dollars (\$22,750.00) to the County.
2. Mr. Wade shall pay incidental costs which are not considered allowable costs as part of the grant.
3. The County shall coordinate the payment of the construction, and shall be responsible for using funds from FEMA, the Commonwealth of Kentucky, and Mr. Wade to pay for all allowable costs. The County will not contribute any of its own funds to the Project.
4. This Agreement and the rights and obligations of the Parties hereto shall be governed by the laws of the Commonwealth of Kentucky.
5. This Agreement set forth the entire understanding of the Parties with respect to the matters described herein.
6. This Agreement shall insure to the benefit of and be binding upon the heirs, executors, administrators, devices, legatees and assigns of the respective Parties hereto.

JOHN WADE

BY: Reagan Taylor
Reagan Taylor, Judge Executive

Rolyn Payne
NOTARY PUBLIC

