

RESOLUTION

18-19

Fiscal Court of Madison County

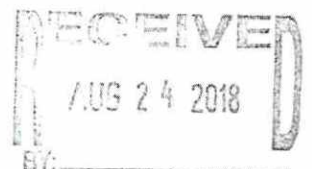
Resolution adopting and approving the execution of a Rural Secondary Program Agreement between the Fiscal Court and the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid, and accepting all roads and streets referred to therein as being a part of the County Road System.

Be it resolved by the Fiscal Court that:

The Fiscal Court does hereby certify that all roads and streets referred to in said Agreement are county roads as defined in KRS 178.010(1)(b); and

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

The County Judge/Executive of the county is hereby authorized and directed to sign said Agreement 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

NAYS

Larry Conas
John Luden
Roger Barger
Tom Botkin
Judge Taylor

COMMONWEALTH OF KENTUCKY) SS:

MADISON COUNTY)

I, Kenny Barger, County Clerk of
Madison County certify that the foregoing is a true copy of the
Order above. Given under my hand and seal of office this the
14th day of August 2018.

SIGNED

Kenny Barger

CLERK OF MADISON COUNTY

**AGREEMENT BETWEEN KYTC AND MADISON COUNTY, CONSTRUCT BRIDGE AND
APPROACHES ON VARIOUS COUNTY ROADS (SEE BELOW) \$270,081 CB01 RURAL
SECONDARY FUND.**

AGREEMENT

This Agreement, entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid (hereinafter called the Department) and the Madison County Fiscal Court (hereinafter called the County);

WITNESSETH:

WHEREAS, it would be to the benefit of the traveling public construct a bridge and approaches on Arbuckle Road (CR 1252) located 0.733 mi. n. of KY 1295 (MP 0.733) over a tributary of Silver Creek, AND on Cardinal Drive (CR 1301) located 0.013 mi. w. of Goggins Lane (MP 0.013)(C00059N) over Irvine Lick Creek, AND on Cedar Hill Drive (CR 1385C) located 0.063 mi. s. of Pineur Road (MP 0.063) over Hicks Branch, which shall hereinafter be referred to as the Project; and

WHEREAS, the County has expressed its desire to perform the work for the aforementioned Project and to be responsible for all phases of the Project;

NOW THEREFORE, in consideration of these premises and the mutual covenants contained herein, the parties agree as follows:

1. The Department shall be responsible for providing and agrees to reimburse up to the amount of eighty percent (80%) of the actual Rural Secondary project cost but in no case to exceed \$270,081 for the abovementioned Project. In no event shall the county not be responsible for twenty percent (20%) of the cost.

2. If Project is performed by Contract, the County shall employ only contractors prequalified by the Kentucky Transportation Cabinet for the work items included in the Project and shall comply with all legal bidding requirements including, but not limited to, the provisions of KRS

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45A and 424. Concurrence must be obtained by the County through the District 7 Chief District Engineer in Lexington, KY prior to the awarding of any contract for work or materials to be used on this Project. This requirement shall not be limited to, but shall specifically apply to, all 20 foot bridges and above, defined as inventoried structures.

3. The County shall cause the Project to be constructed to a level which meets applicable county road and bridge standards (all bridges will be required to meet or exceed an H-20 loading); and all materials paid for by the Department used on, or incorporated into, the Project shall meet the requirements specified in the Highway Department's Specifications for Road and Bridge Construction, current edition of State Specifications. The County will obtain any required permits or approval of plans for work to be accomplished on state-owned right-of-way from the Cabinet's District 7 Office in Lexington, KY. These requirements shall not be limited to, but shall specifically apply to, all 20 foot, and above, bridges, defined as inventoried structures.

4. The County shall indemnify and hold harmless the Department and all of its officers, agents, and employees from all suits, actions, or claims of any character because of any injuries or damages received by any person, persons, or property resulting from construction of the Project.

5. The County agrees to be responsible for all cost associated with this project over and above eighty percent (80%) of the actual project cost. The County agrees to be responsible for all of the costs over and above \$270,081.

6. The effective date of this Agreement is the date of signature by the Secretary of the Transportation Cabinet. The Term of Eligible Reimbursement under this Agreement shall be three (3) years from the date of its execution unless extended or amended by written Agreement in accordance with the provisions of KRS 45A. Any and all funding obligated for any phase of this Project shall be available to reimburse the County for eligible work activities completed and costs

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incurred prior to expiration.

7. The County shall maintain for a period of three (3) years after the Rural Secondary Office issues a project close date, all records of material, equipment, and labor costs involved in the performance of the work for the Project. These records may be subject to audit by the Transportation Cabinet. **In order to obtain reimbursement from the Department for the Project, the County shall submit to the Office of Rural and Secondary Roads documented invoices of materials, equipment, and labor used on the Project, including certification that the work was accomplished on a publicly maintained facility in accordance with this agreement.**

8. The County may submit current billing reflecting the actual cost of the project during any given work period. This bill should indicate if it is for partial payment or final payment. The current billings will be paid within a reasonable time after receipt of same by the Department; however, in no event is the County to submit billings for work performed for less than a thirty-day (30) period.

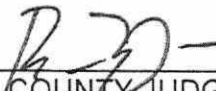
9. The Department reserves the right to inspect the methods used in order to perform the work necessary to successfully complete the Project and also reserves the right to cease all work commenced under the terms of this agreement at any time.

10. The County will pass the attached Resolution and a copy of that resolution shall be attached to and made a part of this Agreement.

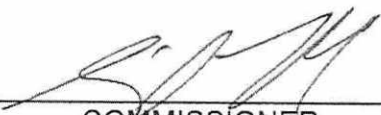
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IN WITNESS WHEREOF, the parties have caused this agreement to be executed by its officers,
thereunto duly authorized.

MADISON COUNTY FISCAL COURT

By  Date: 8-14-18
COUNTY JUDGE/EXECUTIVE

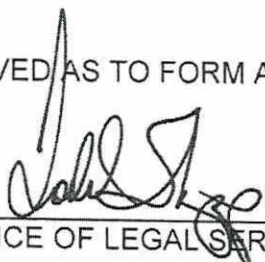
DEPARTMENT OF RURAL AND MUNICIPAL AID

By  Date: 8/31/18
COMMISSIONER

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

By  Date: 9/4/18
SECRETARY

APPROVED AS TO FORM AND LEGALITY:

By  Date: 8/30/18
OFFICE OF LEGAL SERVICES