

**HARDIN COUNTY FISCAL COURT
RESOLUTION NO. 2012-034**

BE IT RESOLVED, upon recommendation of Judge/Executive Harry L. Berry, to authorize the Judge/Executive to take the necessary actions to execute an interlocal agreement between the County of Hardin and the City of Elizabethtown and an agreement with Silver Gate, LLC for the purpose of providing for the improvements and on-going maintenance of Hayden School Road under the terms and conditions of the attached agreement.

ADOPTED, by Hardin County Fiscal Court in its regular meeting on 27 March 2012.


Harry L. Berry
Hardin County Judge/Executive

ATTEST:


Kenneth L. Tabb
Hardin County Clerk

INTERLOCAL AGREEMENT

BETWEEN COUNTY OF HARDIN AND THE CITY OF ELIZABETHTOWN FOR THE PURPOSE OF PROVIDING FOR THE IMPROVEMENT AND THE ON-GOING MAINTENANCE OF HAYDEN SCHOOL ROAD

This Interlocal Agreement is entered into this the 27th day of March, 2011 by and between the County of Hardin (County) and the City of Elizabethtown (City) for the purpose of providing for the improvement and the on-going maintenance of a certain section of Hayden School Road.

WHEREAS, the City and County wish to provide for the safe and efficient movement of traffic along Hayden School Road between St. John Road and the corporate limits of Elizabethtown, and

WHEREAS, the County has agreed to make certain improvements to the section of Hayden School Road herein described, in cooperation with the developers of Ashton Park Subdivision (Silver Gate Properties), and

WHEREAS, the Elizabethtown Planning Commission has identified the need for improvements to said section of road in relation to the approval of Ashton Park Subdivision.

Now, therefore, the City and County in order to achieve the mutual goals stated above, do hereby agree as follows:

1. County will make improvements to Hayden School Road between St. John Road and the corporate limits of Elizabethtown according to plans prepared by the City of Elizabethtown Engineering Department including all drainage and paving enhancements.

2. City will annex and accept for maintenance that section of Hayden School Road between St. John Road and corporate limits of Elizabethtown after completion of said improvements.

3. This Agreement pertains to the section of Hayden School Road between St. John Road and the corporate limits of Elizabethtown, said limits being some 1,320 feet from St. John Road as measured along the roadway. Further, this Agreement contains the entire understanding of the parties with respect to its subject matter and may only be amended by a written agreement signed and by both parties.

4. County will provide equipment and labor only for said improvements.

5. All materials necessary for said improvements will be paid for by Silver Gate Properties. County will identify all materials and materials suppliers needed for said improvements. Silver Gate Properties will secure payment method with said suppliers as to insure delivery of said materials within 10 day of order placement by County. County shall order and coordinate delivery of all materials as needed for the road improvement.

6. Schedule for construction shall be prepared by County. All work shall be completed within one year from entry of this agreement.

7. County understands that all Rights of Way have been acquired for said improvements. County is not responsible for any costs associated with the acquisition of additional Rights of Way if needed.

8. Said improvements will impact four existing driveways. County is not responsible for pre-construction coordination with the individual property owners. City will coordinate any such necessary pre-construction preparation and notice to impacted property owners.

9. County understands that utility relocation is not required as part of said improvements. Should utility relocation be necessary, County is not responsible for the cost of said relocation.

10. County will final grade shoulders and ditches in accordance with the design plans. Disturbed areas will be seeded and strawed upon completion of work. County makes no guarantee of actual grass coverage.

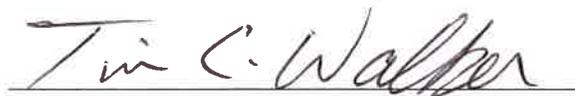
11. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

12. If any part or provision of this Agreement is deemed by a court of competent jurisdiction to be void or unenforceable, any remaining provisions shall be enforced to the greatest extent possible to effect the intent of this Agreement.

In WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.



County of Hardin, Kentucky
Harry L. Berry
Hardin County Judge/Executive



City of Elizabethtown, Kentucky

AGREEMENT

BETWEEN COUNTY OF HARDIN AND SILVER GATE, LLC FOR THE PURPOSE OF PROVIDING FOR THE IMPROVEMENT OF HAYDEN SCHOOL ROAD

This Agreement is entered into this the 27th day of March, 2012 by and between the **County of Hardin** (County) and **Silver Gate, LLC** (Developer) for the purpose of providing for the improvement of a certain section of Hayden School Road.

WHEREAS, the County wishes to provide for the safe and efficient movement of traffic along Hayden School Road between St. John Road and the corporate limits of Elizabethtown, and

WHEREAS, the Elizabethtown Planning Commission has identified the need for improvements to said section of road in relation to the approval of Ashton Park Subdivision; and

WHEREAS, the County has agreed to make certain improvements to the section of Hayden School Road herein described, in cooperation with the developers of Ashton Park Subdivision (Silver Gate, LLC),

NOW, THEREFORE, the County and the Developer in order to achieve the mutual goals stated above, do hereby agree as follows:

1. County will make improvements to Hayden School Road between St. John Road and the corporate limits of Elizabethtown according to plans prepared by the City of Elizabethtown Engineering Department including all drainage and paving enhancements.
2. City will annex and accept for maintenance that section of Hayden School Road between St. John Road and corporate limits of Elizabethtown after completion of said improvements.
3. This Agreement pertains to the section of Hayden School Road between St. John Road and the corporate limits of Elizabethtown, said limits being some 1,320 feet from St. John Road as measured along the roadway. Further, this Agreement contains the entire understanding of the parties with respect to its subject matter and may only be amended by a written agreement signed and by both parties.
4. County will provide equipment and labor only for said improvements.

5. All materials necessary for said improvements will be paid for by Silver Gate, LLC. County will identify all materials and materials suppliers needed for said improvements. Silver Gate, LLC will secure payment method with said suppliers as to insure delivery of said materials within 10 day of order placement by County. County shall order and coordinate delivery of all materials as needed for the road improvement.

6. Schedule for construction shall be prepared by County. All work shall be completed within one year from entry of this agreement.

7. County understands that all Rights of Way have been acquired for said improvements. County is not responsible for any costs associated with the acquisition of additional Rights of Way if needed.

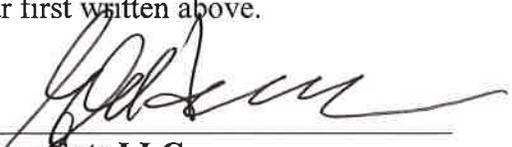
8. County understands that utility relocation is not required as part of said improvements. Should utility relocation be necessary, County is not responsible for the cost of said relocation.

9. County will final grade shoulders and ditches in accordance with the design plans. Disturbed areas will be seeded and strawed upon completion of work. County makes no guarantee of actual grass coverage.

10. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

11. If any part or provision of this Agreement is deemed by a court of competent jurisdiction to be void or unenforceable, any remaining provisions shall be enforced to the greatest extent possible to affect the intent of this Agreement.

In WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.



Silver Gate LLC
By: Glenn Turner



Harry L. Berry
Hardin County Judge Executive
County of Hardin, Kentucky