

**HARDIN COUNTY FISCAL COURT RESOLUTION No. 2013-073**

**County of Hardin**

**Unincorporated Urban Place of Hardin County**

**Resolution adopting and approving the execution of a Municipal Aid Co-op Program Contract between the Fiscal Court of said county acting for the Unincorporated Urban Place and the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid for the fiscal year beginning July 1, 2013, as provided in the Kentucky Revised Statutes and accepting all of the roads referred to therein as being urban roads which are a part of the Unincorporated Urban Place.**

**Be it resolved by the Fiscal Court acting for the Unincorporated Urban Place that:**

**The Fiscal Court acting for the Unincorporated Urban Place does hereby accept all roads referred to in said Contract as being urban roads which are a part of the Unincorporated Urban Place; and**

**The Fiscal Court acting for the Unincorporated Urban Place 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.**

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 Hardin County acting for the Unincorporated Urban Place of Hardin County and the County Clerk of Hardin County is hereby authorized and directed to certify thereto.

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

<u>AYES</u>	<u>NAYS</u>
<u>WISEMAN</u>	<u>GOODMAN</u>
<u>THOMPSON</u>	<u>WILLIAMS</u>
<u>MORGAN</u>	<u>CLEM</u>
<u>KING</u>	
<u>JUDGE BERRY</u>	
<u>EASTER</u>	

COMMONWEALTH OF KENTUCKY ) SS:  
HARDIN COUNTY)

I, Kenneth L. Tabb, County Clerk of Hardin County certify that the foregoing is a true copy of the Order above. Given under my hand and seal of office this the 28th day of May 2013.

SIGNED   
Kenneth L. Tabb

COUNTY CLERK OF Hardin County

CONTRACT

THIS CONTRACT is made between the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid and the Fiscal Court of Hardin County acting for the Unincorporated Urban Place of Hardin County, Hardin County, Kentucky.

The initial apportionment to the Unincorporated Urban Place is 60% of its total allocation based on revenue estimates supplied by the Office of State Budget Director, less three (3) percent set aside for an emergency fund. For the Fiscal Year beginning July 1, 2013, this amount is \$115,662.00. This amount, when added to any subsequent apportionments and any unencumbered balance of prior apportionments to the said Unincorporated Urban Place will be expended by the Kentucky Department of Rural and Municipal Aid to aid the Fiscal Court in the maintenance, reconstruction, or construction of urban roads in said Unincorporated Urban Place.

The Fiscal Court acting for the Unincorporated Urban Place hereby agrees and directs that their pro rata share of the Municipal Aid Fund, due monthly from the Finance Cabinet, be assigned to the Transportation Cabinet's Division of Accounts for Fiscal Year 2014.

Unless specifically excluded within this Contract, all urban roads in said Unincorporated Urban Place 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 disburse funds to the Fiscal Court of Hardin County acting for the Unincorporated Urban Place of Hardin County for materials, labor and equipment necessary for the Fiscal Court to accomplish maintenance, repairs and improvements on urban roads. This assistance is extended insofar as funds are available from the Unincorporated Urban Place's share of the Municipal Aid Program allocation reflected by this Contract. The Fiscal Court will be responsible for all costs in excess of the Municipal Aid funds.

The Department of Rural and Municipal Aid may assist the Fiscal Court acting for the Unincorporated Urban Place in fulfilling its road maintenance, repairs and improvement needs by the following methods:

- (a) Disburse funds to the Fiscal Court for materials and work performed by Contract.
- (b) Disburse funds to the Fiscal Court for materials obtained by contract.
- (c) Disburse funds to the Fiscal Court for rental of road maintenance and construction equipment. Rental rates shall be based on current edition of the "Blue Book for Rental of Equipment" or the Transportation Cabinet's Official rental rates.
- (d) Disburse funds to the Fiscal Court 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.

**GENERAL PROVISIONS**

The Fiscal Court stipulates and hereby certifies that all Municipal Aid funds will be expended within the right-of-way limits of urban roads and their appurtenances in said Unincorporated Urban Place. This Contract does not relieve Fiscal Court of its responsibility for urban roads and bridges.

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

The Fiscal Court will hold harmless and save the Commonwealth of Kentucky Transportation Cabinet and its 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 Fiscal Court 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 Unincorporated Urban Place's apportionment in this or future fiscal years.

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

MA CO-OP CONTRACT BETWEEN KYTC AND UNINCORPORATED URBAN PLACE OF HARDIN COUNTY URBAN  
AREA (\$115,662.00)

It is agreed that any materials purchased by the Department of Rural and Municipal Aid and delivered to the county shall be used by the appropriate governmental agency only on roads and bridges lying within the Unincorporated Urban Place.

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 urban 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.

The Department reserves the right to cancel this Contract at any time deemed to be in the best interest of the Department by giving thirty (30) days written notice of such cancellation to the Fiscal Court. If the Contract is canceled under this provision, the Department shall disburse funds to the Fiscal Court according to the terms hereof to the date of such cancellation.

MA CO-OP CONTRACT BETWEEN KYTC AND UNINCORPORATED URBAN PLACE OF HARDIN COUNTY URBAN  
AREA (\$115,662.00)

The county will pass the attached resolution. A copy of that resolution shall be attached to and made a part of this Contract.

IN TESTIMONY WHEREOF, the parties have caused these presents to be executed by their officers thereunto duly authorized.

HARDIN COUNTY FISCAL COURT

BY:   
Harry L. Berry, County Judge/Executive

DATE: May 28, 2013

HARDIN County

DEPARTMENT OF RURAL AND MUNICIPAL AID  
OFFICE OF RURAL & SECONDARY ROADS

BY: \_\_\_\_\_  
Commissioner

DATE: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

BY: \_\_\_\_\_  
Office of Legal Services

DATE: \_\_\_\_\_

COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET

BY: \_\_\_\_\_  
Secretary

DATE: \_\_\_\_\_