

RESOLUTION #3-2002

County of Grant

Incorporated Area of Dry Ridge

Resolution adopting and approving the execution of a Contract between the Incorporated Area and the Department of Rural and Municipal Aid, Commonwealth of Kentucky, for the fiscal year beginning July 1, 2002, as provided in the Kentucky Revised Statutes and accepting all streets referred to therein as being streets which are a part of the Incorporated Area.

Be it resolved by the Legislative Body of the Incorporated Area that:

Section 1:

The Legislative Body of the Incorporated Area does hereby accept all streets referred to in said Contract as being city streets which are a part of the Incorporated Area; and

The Legislative Body of the Incorporated Area 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.

MA COOP AGREEMENT BETWEEN KYTC AND INCORPORATED AREA OF Dry Ridge (\$24,350).

Said Contract reads as follows:

THIS CONTRACT is made between the Department of Rural and Municipal Aid, Commonwealth of Kentucky, and the Legislative Body of the Incorporated Area of Dry Ridge, Grant County, Kentucky.

The initial apportionment to the Incorporated Area for the Fiscal Year beginning July 1, 2002, less three (3) percent set aside for an emergency fund, is twenty-four thousand three hundred fifty and no-one hundredths dollars (\$24,350). This amount, when added to any subsequent apportionments and any unencumbered balance of prior apportionments to the said Incorporated Area will be expended by the Kentucky Department of Rural and Municipal Aid to aid the Incorporated Area in the maintenance, reconstruction, or construction of city streets in said Incorporated Area.

The Legislative Body of the Incorporated Area 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 2002-2003.

Unless specifically excluded within this Contract, all city 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 Incorporated Area of Dry Ridge for materials, labor and equipment necessary for the Incorporated Area to accomplish maintenance, repairs and improvements on Incorporated Area streets. This assistance is extended insofar as funds are available from the Incorporated Area's share of the Municipal Aid Program allocation reflected by this Contract. The Incorporated Area will be responsible for all costs in excess of the Municipal Aid funds.

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

- (a) Reimburse the Incorporated Area for materials and work performed by contract.
- (b) Reimburse the Incorporated Area for materials obtained by contract.
- (c) Reimburse the Incorporated Area for rental or purchase 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) Reimburse the Incorporated Area 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 Chief Executive Officer of the Legislative Body of Incorporated Areas stipulates and hereby certifies that all Municipal Aid funds will be expended within the right-of-way limits of city streets and their appurtenances. This Contract does not relieve Governing Body of its responsibility for city streets and bridges.

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

The Legislative Body 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 Legislative Body 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 Incorporated Area's apportionment in this or future fiscal years.

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

MA COOP AGREEMENT BETWEEN KYTC AND INCORPORATED AREA OF Dry Ridge (\$24,350)

It is agreed that any materials purchased by the Department of Rural and Municipal Aid and delivered to the Incorporated Area shall be used by the appropriate governmental agency only on city streets and bridges lying within the Incorporated Area.

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 Legislative Body acknowledges its total responsibility for city streets.

The Chief Executive Officer of the said Incorporated Area, 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 Legislative Body. If the Contract is canceled under this provision, the Department shall reimburse the Legislative Body according to the terms hereof to the date of such cancellation.

MA COOP AGREEMENT BETWEEN KYTC AND INCORPORATED AREA OF Dry Ridge (\$24,350).

IN TESTIMONY WHEREOF, the parties hereto have executed this Contract on this the _____ day of _____, 2002.

Incorporated Area of DRY RIDGE

GRANT County

BY: *Bill Cull*
Chief Executive Officer

DEPARTMENT OF RURAL AND MUNICIPAL AID

BY: _____

APPROVED AS TO FORM AND LEGALITY:

OFFICE OF GENERAL COUNSEL

JAMES C. CODELL, III
SECRETARY, TRANSPORTATION CABINET

NOW THEREFORE, be it resolved by the Legislative Body of THE CITY OF DRY RIDGE, GRANT County

that the Chief Executive Officer is hereby authorized and directed to sign said Contract, as set forth, on behalf of the Legislative Body of THE CITY OF DRY RIDGE, GRANT County, and the City Clerk of THE CITY OF DRY RIDGE is hereby authorized and directed to certify thereto.

MA COOP AGREEMENT BETWEEN KYTC AND INCORPORATED AREA OF Dry Ridge (\$24,350)

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

AYES

NAYS

BARRY NAPIER

GARY HOPPERTON

GEORGE HEDGES, JR.

BARBARA STEWART

KENNY EDMONDSON - ABSENT

CHARLES RIDER, JR. - ABSENT

COMMONWEALTH OF KENTUCKY) SS:

INCORPORATED AREA OF DRY RIDGE

I, CINDY L. HARRIS, City Clerk of DRY RIDGE certify that the foregoing is a true copy of the Order above which is on record in my office in Book _____, Page _____, Given under my hand and seal of office this the 4th day of FEBRUARY, 2002.

SIGNED Cindy L. Harris
CLERK OF THE CITY OF DRY RIDGE