

THIRD ADDENDUM
TO
INTERLOCAL COOPERATION AGREEMENT

This THIRD ADDENDUM TO INTERLOCAL COOPERATION AGREEMENT of February 26, 1999, is entered into as of 1st day of July, 2014, the effective date, by and between the following counties: Ohio County, Muhlenberg County, Hancock County, Daviess County and McLean County, (each "Party," or collectively the "Parties") each of which is a political subdivision of the Commonwealth of Kentucky.

WHEREAS, the Parties have entered into an INTERLOCAL COOPERATION AGREEMENT under date of February 26, 1999, and a "FIRST ADDENDUM TO THE INTERLOCAL COOPERATION AGREEMENT", also under date of February 26, 1999; and a "SECOND ADDENDUM TO THE INTERLOCAL COOPERATION AGREEMENT", under date of October 15, 2006; and,

WHEREAS, the Parties are desirous of substituting or providing language in the INTERLOCAL COOPERATION AGREEMENT that authorizes an allocation of certain revenues received or receivable by the Parties, for the financing or construction of infrastructive and other improvements in Bluegrass Crossings Business Centre, a 1265 acre industrial park, developed and managed under the said INTERLOCAL COOPERATION AGREEMENT by Green River Regional Industrial Development Authority, Inc. (GRRIDA); and,

WHEREAS, this "THIRD ADDENDUM TO INTERLOCAL COOPERATION AGREEMENT" has been approved and ratified by the Fiscal Courts of the respective Parties;

NOW THEREFORE, the Parties in consideration of the foregoing premises and mutual benefits to be derived by the Parties under this "THIRD ADDENDUM TO THE INTERLOCAL COOPERATION AGREEMENT", now amend the INTERLOCAL COOPERATION AGREEMENT by restating the paragraphs as set out in paragraph or section 4 (b) Revenue Sharing, and in lieu thereof and substitution therefore, do now approve and incorporate the following new language, to-wit:

“(b) Revenue Sharing: Any revenues received or payable to Ohio County as host county and resulting from the fact that GRIDDA has acquired and developed Bluegrass Crossings Business Centre located in Ohio County, shall be divided among the parities in the following manner:

(1). From The first \$100,000.00 of Revenues:

GRIDDA shall receive 50%, not to exceed \$50,000.00 per fiscal year.
Ohio County shall receive 20%
Daviess County shall receive 7.5%
Hancock County shall receive 7.5%
McLean County shall receive 7.5%
Muhlenberg County shall receive 7.5%

(2). From Revenues in excess of \$100,000.00:

Ohio County shall receive 40%
Daviess County shall receive 15%
Hancock County shall receive 15%
McLean County shall receive 15%
Muhlenberg County shall receive 15%

(3). Additional annual allocation of funds to GRRIDA:

GRRIDA shall receive from each of the five counties, Daviess, Hancock, McLean, Muhlenberg, and Ohio, an additional annual allocation of 25% of the revenues payable to those counties under sections (b) (1) and (2). *The maximum annual allocation which GRIDDA shall receive under this provision shall not exceed the sum of \$137,500.00. This allocation is restricted to be used for Capital Improvement Projects approved by the GRRIDA board*

GRIDDA shall provide to each of the five county Judge/Executive and Fiscal Courts on April 30th of each fiscal year a budget for the expenditure of the funds projected to be received for the following fiscal year.

Beginning in the year 2015 and every five years thereafter, on or before the GRRIDA December Board meeting, a GRRIDA representative shall visit with each County Fiscal Court affiliated with GRRIDA and discuss completion of existing projects and plans for future projects. A project will be considered complete when debt service payments or obligations for a project have been paid or satisfied in full. Capital Improvement Projects will be discussed with

each fiscal court prior to GRRIDA approval and start of construction; plans to proceed will be based on approval of the majority of the fiscal courts that are participating in the park. Each fiscal court will have one vote and a simple majority would be necessary to proceed.

The Capital Improvement Fund, which will be managed by GRRIDA, will never exceed \$500,000. Should the Capital Improvement Fund exceed a balance of \$500,000, all revenues in excess of that amount will be returned to the Counties participating in Bluegrass Crossings Business Centre; per the funding formula approved above in Section (1) and (2).

For purposes of this section these revenues shall include the following taxes and fees paid Ohio County by any private business entity as a result of its actions within the boundaries of the project.

1. Ad valorem property taxes.
2. License and payroll taxes.
3. Utility taxes.
4. Any new revenues initiated after the February 29, 1999, effective date of this Agreement.
5. Payments in lieu of taxes for industrial revenue bond-financed facilities, school taxes excluded.

Ohio County agrees to distribute all funds within 90 days of the close of the fiscal year. Ohio County further agrees to report to each Party on an annual basis all revenues received during the preceding year and significant events (such as changes in tax rates or tax structure) which may affect future revenue projections."

IN WITNESS WHEREOF, the Parties have caused this "THIRD ADDENDUM TO INTERLOCAL COOPERATION AGREEMENT" to be executed and acknowledged by the Judge/Executives of the respective counties which are parties thereto, effective as of the date above set out. The Parties may execute separate copies of this document and such execution shall have the same effect as if the parties, and each of them, had executed an original.

Hon. David L. Johnston, Judge/Executive
Ohio County, Kentucky

ATTEST:

Fiscal Court Clerk

Hon. Rick Newman, Judge/Executive
Muhlenberg County, Kentucky

ATTEST:

Fiscal Court Clerk

Hon. Jack B. McCaslin, Judge/Executive
Hancock County, Kentucky

ATTEST:

Fiscal Court Clerk

Hon. Al Mattingly, Judge/Executive
Daviess County, Kentucky

ATTEST:

Fiscal Court Clerk

Hon. Kelly Thurman, Judge/Executive
McLean County, Kentucky

ATTEST:

Fiscal Court Clerk

ORDINANCE NO. 2015-3

AN ORDINANCE APPROVING AN AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT OF FEBRUARY 26, 1999, BY AND BETWEEN OHIO COUNTY, MUHLENBERG COUNTY, HANCOCK COUNTY, DAVIESS COUNTY, AND MCLEAN COUNTY

WHEREAS, an Interlocal Cooperation Agreement under date of February 26, 1999, was approved by the Fiscal Courts and executed by the respected Judge/ Executives of the counties of Ohio, Muhlenberg, Hancock, Daviess, and Mclean for the purpose of creating a multi-county regional industrial development authority pursuant to the "Local Industrial Development Authority Act (KRS 154.50-301, etc.); and under the "Interlocal Cooperation Act" (KRS 65.210, etc.)

WHEREAS, pursuant to the powers, directives, and authority set out in the said Interlocal Cooperation Agreement (ILA), such an authority was created and organized as Green River Regional Industrial Development Authority, Inc. (GRIDDA), a nonprofit corporation and local public agency; and,

WHEREAS, GRIDDA has acquired and developed with Kentucky Local Government Economic Development Program Funding an 1265 acre regional industrial park in Ohio County at the intersection of the Western Kentucky Parkway and Natcher Parkway, given the name Bluegrass Crossings Business Centre (BCBC), in which four manufacturing industries have located; and,

WHEREAS, pursuant to Paragraphs 4(a) and (b), the revenue sharing provisions set out in the said Interlocal Cooperation Agreement, each of the participating counties now receive specified shares of taxes and fees, including ad valorem property taxes, license or payroll taxes, and utility taxes collected by Ohio County from each of the private manufacturing industries within BCBC; and,

WHEREAS, each of the five participating counties, acting by and through their respected Judge/Executive and Fiscal Courts, are desirous of providing a portion of their respective local revenue shares allocated to each of the Parties under Paragraph 4 (b) Revenue Sharing of the ILA to be used by GRIDDA for financing or construction of infrastructure or other improvements in BCBC, including spec buildings, such funds

being essential for the continuous development of BCBC, for which such activities and related expenses there has been inadequate funding available;

NOW, THEREFORE, BE IT NOW ORDAINED BY THE FISCAL COURT OF OHIO COUNTY, AS FOLLOWS:

Section 1: That effective with the adoption of this Ordinance by the Fiscal Courts of all the five counties that are parties to the ILA of February 26, 1999, the "THIRD ADDENDUM TO INTERLOCAL COOPERATION AGREEMENT" as submitted and made a part of the County Fiscal Court Minutes of this date shall be and is now approved, providing that from the allocation of revenues which are annually distributed to each of the participating five counties under the said ILA, there shall be set aside and disbursed a portion of said revenues of each county to GRIDDA, subject to the sharing formula for the total annual funding allocations to GRIDDA as provided in the said "THIRD ADDENDUM TO INTERLOCAL COOPERATION AGREEMENT".

Section 2: That the Judge/Executive of Ohio County shall be and is now authorized and directed to execute the said "THIRD ADDENDUM TO INTERLOCAL COOPERATION AGREEMENT" for and in behalf of Ohio County and its Fiscal Court.

FIRST READING 9 day of December, 2014.

SECOND READING AND ADOPTION _____ day of _____, 2014.

Hon. David L. Johnston, Judge/Executive
Ohio County, Kentucky

ATTEST:

Beverly Geary
Fiscal Court Clerk