

**Ohio County Fiscal Court**  
June 09, 2020 5:00 PM  
Ohio County Community Center  
Hartford, KY COVID-19 Distancing REQUIRED

**Attendance Taken at 5:00 PM:**

Present Board Members:

Jason Bullock  
Joe Barnes  
David Johnston  
Larry Keown  
Larry Morpew  
Sam Small

**I. Call to Order Judge Executive David Johnston**  
**I.A. Prayer and Pledge to American Flag**

**II. Approve May 26, 2020 Minutes**

**Motion Passed:** Approved May 26, 2020 Minutes passed with a motion by Larry Morpew and a second by Larry Keown.

**6 Yeas - 0 Nays.**

Jason Bullock	Yes
Joe Barnes	Yes
David Johnston	Yes
Larry Keown	Yes
Larry Morpew	Yes
Sam Small	Yes

**III. Bills, Claims, Payments and Transfers**

**Motion Passed:** Bills, Claims, Payments and Transfers stand approved as presented passed with a motion by Sam Small and a second by Larry Keown.

**6 Yeas - 0 Nays.**

Jason Bullock	Yes
Joe Barnes	Yes
David Johnston	Yes
Larry Keown	Yes
Larry Morpew	Yes
Sam Small	Yes

**IV. Clerk's May 2020 Financial Report**

**Motion Passed:** Acknowledged having received the Clerk's May 2020 Financial Report passed with a motion by Sam Small and a second by Joe Barnes.

**6 Yeas - 0 Nays.**

Jason Bullock	Yes
Joe Barnes	Yes
David Johnston	Yes
Larry Keown	Yes
Larry Morpew	Yes
Sam Small	Yes

**V. Clerk's Receipt for Transferring Delinquent Property Taxes**

**Motion Passed:** Acknowledged having received the Clerk's Receipt for Transferring Delinquent Property Taxes passed with a motion by Joe Barnes and a second by Sam Small.

**6 Yeas - 0 Nays.**

Jason Bullock	Yes
Joe Barnes	Yes

David Johnston	Yes
Larry Keown	Yes
Larry Morphew	Yes
Sam Small	Yes

**VI. Scott Phelps KYTC**

**Motion Passed:** Approved the KYTC Recommendations for \$898,119.00 on Rural and Secondary Roads passed with a motion by Larry Keown and a second by Larry Morphew.

**6 Yeas - 0 Nays.**

Jason Bullock	Yes
Joe Barnes	Yes
David Johnston	Yes
Larry Keown	Yes
Larry Morphew	Yes
Sam Small	Yes

**VI.A. FY 2020-2021 Road Plan**

**Motion Passed:** Approved the presented FY 2020-2021 Rural Secondary Flex Road Funds at \$328,167.00 as presented by the Kentucky Transportation Cabinet passed with a motion by Larry Keown and a second by Sam Small.

**6 Yeas - 0 Nays.**

Jason Bullock	Yes
Joe Barnes	Yes
David Johnston	Yes
Larry Keown	Yes
Larry Morphew	Yes
Sam Small	Yes

**VII. Transfer of Money**

**Motion Passed:** authorize County Treasurer to transfer \$200,000 from General Fund Savings Account to Emergency Services Checking Account to begin payments for Fire Departments and 911 Dispatch passed with a motion by Larry Keown and a second by Larry Morphew.

**6 Yeas - 0 Nays.**

Jason Bullock	Yes
Joe Barnes	Yes
David Johnston	Yes
Larry Keown	Yes
Larry Morphew	Yes
Sam Small	Yes

**VIII. Resolution 2020-13 Cares Act**

**Motion Passed:** Approved Resolution 2020-13 for Cares Act Covid-19 Relief Funds passed with a motion by Jason Bullock and a second by Larry Morphew.

**6 Yeas - 0 Nays.**

Jason Bullock	Yes
Joe Barnes	Yes
David Johnston	Yes
Larry Keown	Yes
Larry Morphew	Yes
Sam Small	Yes

**IX. Resolution 2020-14 KYTC Road Aid Amendment from State**

**Motion Passed:** Approved Resolution 2020-14 KYTC Road Aid Amendment from State passed with a motion by Larry Keown and a second by Sam Small.

**6 Yeas - 0 Nays.**

Jason Bullock	Yes
Joe Barnes	Yes
David Johnston	Yes
Larry Keown	Yes
Larry Morphew	Yes
Sam Small	Yes

**X. Golf Course Personnel**

**Motion Passed:** Approved Golf Course personnel new hire of John Kubacko as Seasonal Golf Attendant at \$8.68 per hour effective June 10, 2020 passed with a motion by David Johnston.

**6 Yeas - 0 Nays.**

Jason Bullock	Yes
Joe Barnes	Yes
David Johnston	Yes
Larry Keown	Yes
Larry Morphew	Yes
Sam Small	Yes

**XI. Custodial Personnel**

**Motion Passed:** Approved Custodial personnel new hire of Angelita Swift as Seasonal Custodian at \$8.68 per hour effective June 9, 2020 passed with a motion by David Johnston.

**6 Yeas - 0 Nays.**

Jason Bullock	Yes
Joe Barnes	Yes
David Johnston	Yes
Larry Keown	Yes
Larry Morphew	Yes
Sam Small	Yes

**XII. Ordinance 2020-9 Admin Code Amendment**

**Motion Passed:** Approved the second reading of Ordinance 2020-9 Admin Code Amendment passed with a motion by Jason Bullock and a second by Larry Keown.

**6 Yeas - 0 Nays.**

Jason Bullock	Yes
Joe Barnes	Yes
David Johnston	Yes
Larry Keown	Yes
Larry Morphew	Yes
Sam Small	Yes

**XIII. Committee Reports**

**XIII.A. Community Mental Health Committee**

**Motion Passed:** Appointment of a Community Mental Health Committee, appointed members are as follows:Katie Pate, Elvis Doolin, Rip Wright, Savanna Vaughn, Jason Bullock, Tom Burden passed with a motion by David Johnston.

**0 Yeas - 0 Nays - 6 None's.**

Jason Bullock	No vote
Joe Barnes	No vote
David Johnston	No vote
Larry Keown	No vote
Larry Morphew	No vote
Sam Small	No vote

- XIV. Magistrate's Comments and Requests
- XIV.A. District 1 - Magistrate Sam Small
- XIV.B. District 2 - Magistrate Jason Bullock
- XIV.C. District 3 - Magistrate Joe Barnes
- XIV.D. District 4 - Magistrate Larry Keown
- XIV.E. District 5 - Magistrate Larry Morpew

XV. Citizen's Comments

XVI. Adjournment

\_\_\_\_\_  
Judge Executive

\_\_\_\_\_  
Ohio County Fiscal Court Clerk

Commonwealth of Kentucky  
Ohio County Fiscal Court  
ORDINANCE #2020-9

AN ORDINANCE 2020-9 ADOPTING AN ADMINISTRATIVE CODE: REPEALING ORDINANCE #2019-6 AN ADMINISTRATIVE CODE ADOPTED JUNE 11, 2019.

BE IT ORDAINED BY THE FISCAL COURT OF OHIO COUNTY, KENTUCKY:

- 1). AN ADMINISTRATIVE CODE PREVIOUSLY ADOPTED ON JUNE 11, 2019 AS ORDINANCE #2019-6 CONSISTING OF 93 PAGES IS HEREBY REPEALED.
- 2). THE ADMINISTRATIVE CODE SHALL BE RECORDED BY THE COUNTY CLERK IN TOTAL TEXT IN THE ORDER BOOK OF THE FISCAL COURT OF OHIO COUNTY, KENTUCKY.
- 3). ORDINANCE #2020-9, AN ADMINISTRATIVE CODE CONSISTING OF (88) PAGES WHICH IS ATTACHED HERETO AND INCORPORATED BY REFERENCE IS HEREBY ADOPTED AT ITS FIRST READING ON THIS DATE AND SHALL BE DULY PUBLISHED FOR ITS SECOND READING.

INTRODUCED, PUBLICLY READ AND PUBLISHED AS REQUIRED BY HAVING FIRST BEEN READ ON MAY 26, 2020 PASSED AND ADOPTED AFTER LEGAL PUBLICATION ON JUNE 10, 2020.

OHIO COUNTY FISCAL COURT

BY: 

DAVID JOHNSTON  
OHIO COUNTY JUDGE EXECUTIVE

ATTEST:



FISCAL COURT CLERK

AUTHORIZING RESOLUTION 2020-13  
COUNTY OF OHIO  
ADOPTION OF A RESOLUTION OF THE OHIO COUNTY FISCAL COURT ("COUNTY") AUTHORIZING THE FILING OF A CORONAVIRUS RELIEF FUND ("CRF") APPLICATION FOR REIMBURSEMENT OF INCURRED EXPENSES IN CRF FUNDS WITH THE DEPARTMENT FOR LOCAL GOVERNMENT ("DLG"); AUTHORIZING AND DIRECTING THE COUNTY JUDGE/EXECUTIVE TO EXECUTE ANY DOCUMENTS WHICH ARE DEEMED NECESSARY BY DLG TO REIMBURSE COUNTY; AND AUTHORIZING THE JUDGE/EXECUTIVE TO ACT AS THE AUTHORIZED CORRESPONDENT FOR REIMBURSEMENT.

WHEREAS, County desires reimbursement for expenses incurred due to the public health emergency with respect to the Coronavirus Disease 2019 ("COVID-19") on behalf of the residents of County; and

WHEREAS, it is recognized that CRF funds are available to the County, pursuant to the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), and impose certain obligations and responsibilities upon the County that require among other things:

- (1) Approval of a satisfactory application by the County transmitted to DLG for approval; and
- (2) Other obligations of the County in connection with receiving the CRF funds for the purposes stated herein.

NOW, THEREFORE, be it resolved this 9th day of June, 2020, by Ohio County Fiscal Court:

That a CRF application on behalf of the County for CRF funds for reimbursement of expenses incurred by County due to the public health emergency with respect to COVID-19 shall be submitted to DLG; the County Judge/Executive shall provide such additional information and furnish such documentation as may be required; and authorize the County Judge/Executive to act as the authorized correspondent for reimbursement.

Done this 9th day of June, 2020. Motion by Jason Buller and seconded by Larry Murphy, members present voting unanimously in favor.

By: Don John  
County Judge/Executive

ATTEST:

By: Muanda Funk

Its: Fiscal Court Clerk

COUNTY ROAD AID COOPERATIVE  
PROGRAM AGREEMENT

THIS AGREEMENT, entered into as of the date of the signature below of the Secretary of the Transportation Cabinet, is made by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid ("the Department"), and the Fiscal Court of OHIO County, Kentucky (the "County").

WHEREAS, Kentucky Revised Statutes (KRS) § 177.320(2) provides that 18.3% of revenue resulting from the imposition of motor fuel taxes on taxpayers pursuant to KRS § 138.220(1)(2), KRS § 138.660(1)(2), and KRS § 234.320 shall be set aside for the construction, reconstruction, and maintenance of county roads and bridges provided by KRS 179.410 and 179.415, ("County Road Aid Funds"), and

WHEREAS, the County has accepted an invitation from the Department to allow it to participate in a cooperative program to aid the County in the construction, reconstruction, and maintenance of certain roads and bridges using its share of the County Road Aid Funds apportioned to it by the Department as provided below (the "Cooperative Program"), and

NOW THEREFORE, in consideration of the terms and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Department and the County agree as follows:

1. Apportionment of County Road Aid Funds. The County's apportionment of County Road Aid Funds shall be based on revenue estimates supplied by the Office of State Budget Director. For the Fiscal Year beginning July 1, 2020, this amount is **\$1,448,766.84** (the "Apportionment"). The above referenced estimate is based on the most recent available date and is subject to change according to available revenue. The Apportionment shall be distributed by the Department to the County in accordance with the terms of this Agreement.

1. Assignment of the Apportionment. The County hereby assigns all of its right, title and interest in and to the Apportionment to the Transportation Cabinet's Division of Accounts for Fiscal Year 2021.
2. Distribution of County Road Aid Funds. The County and the Department agree that the Apportionment shall be distributed by the Department to the County as follows: The Department shall distribute to the County payments to be determined based on available KYTC financial resources, less the 3% of the emergency fund discussed below.
3. Emergency Funds. The County agrees that three percent (3%) of the Apportionment shall be withheld by the Department in an emergency fund (the "Emergency Fund"). The Emergency Fund shall include three percent (3%) of the total apportionments of all participants in the Cooperative Program, plus any remaining balances from previous fiscal years. The Department, upon written application from a duly authorized representative of the County, may disburse up to fifty percent (50%) of the approved funds to the County for the purpose of it using said funds for emergency roadway and bridge projects designated by the County. Following the completion of the project, after final cost documentation has been submitted and processed, the Department will then distribute the determined remaining amount. If the actual cost of an emergency project is less than the amount of emergency funds disbursed by the Department, then the County shall reimburse the difference to the Department.
4. Disbursement of Funds. Upon execution of this Agreement, the Department will disburse the foregoing allocated funds directly to the County to pay for materials, labor and equipment necessary for the County to accomplish construction, reconstruction, and maintenance on county roads designated by the County. This assistance is extended insofar as funds are available from the Apportionment. The County shall be responsible for all costs associated with the construction, reconstruction and maintenance of roadways and bridges in excess of the amount



of the Apportionment allocated and disbursed by the Department to the County. The Department may assist the County in fulfilling its needs by disbursing funds to the County for materials and work performed by contract, for materials obtained by contract and for the rental or purchase of road maintenance and construction equipment. Any rental rates shall be based on current edition of the "Blue Book for Rental of Equipment" or the Department's official rental rates. The Department may also disburse funds to the County 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.

1. Use of County Road Aid Funds. The County agrees and certifies that the Apportionment will be expended by the County solely for the purpose of construction, reconstruction, and maintenance of county roads as defined in KRS § 178.010(1)(b).

2. Rights of Way. The County, if required under applicable law, will acquire any rights-of-way contemplated under this Agreement and assumes responsibility for any claims for damages arising from such acquisitions.

3. Indemnification. The County shall fully indemnify, hold harmless and defend the Department from and against all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of, relate to or result from (a) any breach of any representation or warranty of the County contained in this Agreement, (b) any breach of any covenant or other obligation or duty of the County under this Agreement or under applicable law, in each case whether or not caused by the negligence of the Department and whether or not the relevant claim has merit.

1. Reimbursement of Losses. The County will reimburse the Department for losses it may sustain arising out of performance of this Agreement. Such loss as sustained by the Department may be charged to the Apportionment in this or future fiscal years.

2. Termination of Agreement. The Department reserves the right to cancel this Agreement 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 County. If this Agreement is canceled under this provision, then the County will receive any unpaid portion of the Apportionment from the Department for Local Government.

3. Access to Records. The County acknowledges and agrees that pursuant to KRS § 179.415(3) it shall retain all records of the expenditures of the Apportionment for a period of five (5) years and said records, including any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement [records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent and shall be exempt from disclosure as provided in KRS 61.878(1)(c)], shall be subject to audit by the Department for Local Government or its duly authorized agent and made accessible by the County to the Department for Local Government or its duly authorized agent for said period of time in order to determine the proper expenditure of said money for the purposes required by KRS § 177.320(2). The County also recognizes that any books, documents, papers, records, or other evidence received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS § 61.870 to KRS § 61.884.

4. Authorization. The Fiscal Court of the County shall pass a resolution adopting and approving the terms of this Agreement in the form of the resolution attached to this Agreement and made a part hereof. The County Judge/Executive of the County, and the Commissioner of the

Department, 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 Agreement.

1. Choice of Law and Venue. All questions as to the execution, validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the dates listed below.

OHIO COUNTY FISCAL COURT  
BY: David Johnston  
County Judge/Executive

Date: 6-9-20

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 of the Transportation Cabinet

Date: \_\_\_\_\_

R E S O L U T I O N

2020-14

Fiscal Court of OHIO County

Resolution adopting and approving the execution of a County Road Aid Coop Program Contract between the Fiscal Court and the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid, for the fiscal year beginning July 1, 2020, as provided in the Kentucky Revised Statutes 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 accept all roads and streets referred to in said contract as being a part of the County Road System; and

The Fiscal Court 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; and

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 OHIO County, and the County

Clerk of OHIO County is hereby authorized and directed to certify thereto.

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

<u>[Signature]</u>	_____
<u>[Signature]</u>	_____
<u>[Signature]</u>	_____
<u>[Signature]</u>	_____
<u>[Signature]</u>	_____
<u>[Signature]</u>	_____

COMMONWEALTH OF KENTUCKY OHIO


I, Miranda Funk <sup>Fiscal Ct.</sup>, Clerk of OHIO County certify that the foregoing is a true copy of the Order above. Given under my hand and seal of office this the    of   , 2020.

SIGNED Miranda Funk  
Fiscal Ct.  
CLERK OF OHIO COUNTY



62A358 (12-09)  
Commonwealth of Kentucky  
DEPARTMENT OF REVENUE

Receipt for Transferring Delinquent  
Property Tax Bills  
From the Sheriff to the County Clerk



I, Tracy Beatty, Sheriff of Ohio County, do hereby  
name of sheriffname of county

certify that the 20            delinquent property tax bill lists (Revenue Form 62A359 and 62A362) have been  
prepared and the number of outstanding tax bills due is 1,023. In accordance with  
number of bills

KRS 134.122, all delinquent tax bills are hereby transferred to the Ohio County  
name of county

Clerk as of May 18, 2020.  
date of transfer

I further certify that the total amount due on the delinquent property tax bills, including  
all penalties and fees at the time of transfer, is \$ 181,558.02 signed and acknowledged  
amount of delinquency

this 18 day of May, 2020.

Tracy Beatty  
signature of sheriff

Ohio  
name of county

County Sheriff

I, Bess J. Belp County Clerk of Ohio County, hereby  
name of county clerkname of county

acknowledge the receipt of 1,023 delinquent property tax bills for the 20 19 tax  
number of bills

year. I further acknowledge that the total amount due, including all penalties and fees at the time  
of transfer, for these tax bills is \$ 225,853.19 as of 5/15/2020.  
amount of delinquenciesdate of transfer


Bess J. Belp  
signature of county clerk

Ohio  
name of county

County Clerk

62A358-S (3-10)  
Commonwealth of Kentucky  
DEPARTMENT OF REVENUE

Supplemental Receipt to Document  
Timely Postmarked Payments  
Received After the Delinquent Tax Bill  
Transfer Date




I, Tracy Beatty, Sheriff of Ohio County, do  
Name of Sheriff  
Name of County

hereby certify that 234 timely postmarked payments were received after  
Number of Bills

the date the delinquent property tax bills were transferred to the County Clerk's Office. The  
applicable bills have been processed at the amount due in the Sheriff's Office prior to the transfer  
date in accordance with KRS 134.119(3)(a)2. The adjusted total number of tax bills received by  
the County Clerk is 789 and the adjusted total amount due on the delinquent  
Number of Bills  
property tax bills, including all penalties and fees at the time of transfer, is \$ 134,939.09.  
Amount of Delinquencies

Signed and acknowledged this 26 day of May, 20 20.

  
Signature of Sheriff

Ohio  
Name of County

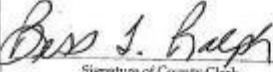
County Sheriff

I, Bess T. Ralph, County Clerk of Ohio County,  
Name of County Clerk  
Name of County

hereby certify that 234 timely postmarked payments were received after  
Number of Payments

the date the delinquent property tax bills were transferred to my office. The applicable bills have  
been processed in accordance with KRS 134.119(3)(a)2. The adjusted total number of tax bills  
received by my office is 789 and the adjusted total amount due on the delinquent  
Number of Bills  
property tax bills, including all penalties and fees at the time of transfer, is \$ 134,939.09.  
Amount of Delinquencies

Signed and acknowledged this 26 day of May, 20 20.

  
Signature of County Clerk

Ohio  
Name of County

County Clerk

\*Armstrong Coal Payments

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