

Ohio County Fiscal Court
November 09, 2021 5:00 PM
Ohio County Community Center
Hartford, KY

Attendance Taken at 5:00 PM:

Present Board Members:

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

I. Call to Order Judge Executive David Johnston

I.A. Prayer and Pledge to American Flag

II. Approve October 26, 2021 Minutes

Motion Passed: Approved October 26, 2021 Minutes passed with a motion by Sam Small and a second by Jason Bullock.

6 Yeas - 0 Nays.

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

III. Bills, Claims, Payments and Transfers

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

6 Yeas - 0 Nays.

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

IV. Fire Tower Bid

Motion Passed: Approved to accept bid from Beaver Dam Building Construction for Fire Tower Repair in the amount of \$22,420.00 passed with a motion by Joe Barnes and a second by Larry Morpew.

6 Yeas - 0 Nays.

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

V. Treasurer Financial Statement October 2021

Motion Passed: Acknowledged having received the Treasurer's October 2021 Financial Statement passed with a motion by Larry Keown and a second by Larry Morpew.

6 Yeas - 0 Nays.

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

VI. CDBG Utility Assistance Grant

Motion Passed: Authorize County Treasurer to make payment to Audubon Area, concerning the CDBG Utility Assistance Grant, upon funds being deposited into OCFC Grant Fund by Federal Government. Payment to Audubon Area must match Deposit made by Federal Government passed with a motion by Jason Bullock and a second by Larry Keown.

6 Yeas - 0 Nays.

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

VII. Small Business Grant Award Presentation

Discussion:
Magistrates and Judge Executive presented local businesses with APRA Small Business Grants. See list attached.

VIII. Allocation Agreement Opioid Crisis

Motion Passed: Approved to authorize the Judge Executive to sign the Opioid Crisis Allocation Agreement as presented passed with a motion by Sam Small and a second by Larry Morphew.

6 Yeas - 0 Nays.

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

IX. Cliff Hagan Boys and Girls Club Presentation

Discussion:
Business submitted funding request from the court. (see attached) To be reviewed by Needs Assessment and ARPA.

X. The Food Pantry Presentation

Discussion:
Business submitted funding request from the court. (see attached) To be reviewed by Needs Assessment and ARPA.

XI. Fathers House Recovery Center Presentation

Discussion:
Business submitted funding request from the court. (see attached) To be reviewed by Needs Assessment and ARPA.

XII. Road Department Equipment Advertisement

Motion Passed: Approved to advertise for a long reach excavator for the Ohio County Road Department for two weeks. Bid specs to be available at the Road Department passed with a motion by Joe Barnes and a second by Larry Morpew.

6 Yeas - 0 Nays.

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

XIII. Committee Reports

XIV. Bill Monroe Bluegrass Foundation Lease

Discussion:
Court was presented with suggested amendments to be made to the Bill Monroe Bluegrass Foundation Lease. Court will review.


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

XVI. Citizen's Comments

XVII. Adjournment

Judge Executive

Ohio County Fiscal Court Clerk

	<div>Ohio County</div> <div>Fiscal Court Meeting</div> <div>Regular</div>				
<div>Sam Small</div> <div>Magistrate</div> <div>District 1</div>	<div>Jason Bullock</div> <div>Magistrate</div> <div>District 2</div>	<div>Joe Barnes</div> <div>Magistrate</div> <div>District 3</div>	<div>Larry Keown</div> <div>Magistrate</div> <div>District 4</div>	<div>Larry Morphey</div> <div>Magistrate</div> <div>District 5</div>	<div>Justin Keown</div> <div>County</div> <div>Attorney</div>
<div>Ohio County Fiscal Court Meeting</div> <div>November 9, 2021 5:00pm</div> <div><div>1. Call to Order – Judge Executive David Johnston Prayer and Pledge to the Flag</div><div>2. October 26, 2021 Minutes</div><div>3. Bills, Claims, Payments and Transfers</div><div>4. Treasurer Financial Statement October 2021</div><div>5. CDBG Utility Assistance Grant</div><div>6. Clerk’s October 2021 Financial Report</div><div>7. Allocation Agreement – Justin Keown</div><div>8. Small Business Grant Award Presentation</div><div>9. Cliff Hagan Boys and Girls Club Presentation</div><div>10. The Food Pantry Presentation</div><div>11. Fathers House Recovery Center Presentation</div><div>12. Committee Reports</div><div>13. Magistrates Comments and Requests</div><div>14. Citizen’s Comments</div><div>15. Adjournment</div></div>					

*Kentucky Local Government Entities
KRS 15.293(4)(b) Allocation Agreement*

**OPIOID ABATEMENT ALLOCATION AGREEMENT
KENTUCKY LOCAL GOVERNMENT ENTITIES**

This **ALLOCATION AGREEMENT** is hereby entered into by the undersigned counties, consolidated local governments, urban-county governments, and cities of the Commonwealth of Kentucky (collectively "**Kentucky Local Governmental Entities**"),¹ in accordance with KRS 15.293(4)(b) for the allocation of funds (if any) received from McKesson Corporation, Cardinal Health 5, LLC, AmerisourceBergen Drug Corporation, and Johnson & Johnson (including any of their affiliates or subsidiaries) related to opioid manufacturing or distribution to the extent included in a settlement agreement.

RECITALS

Whereas, a national opioid crisis has existed since at least 2006. The crisis grew to such a point that a national "**Opioid Epidemic**" was declared on August 10, 2017. The Opioid Epidemic in America is unparalleled with an estimated 142 Americans dying every day from an opioid drug overdose.

Whereas, the Opioid Epidemic has impacted the Commonwealth of Kentucky on a larger, and much worse, scale. No state has been hit harder by the Opioid Epidemic than Kentucky, with the rate of overdose deaths involving opioid prescriptions in Kentucky rising steadily from 1.0 deaths per 100,000 persons in 1999 to 10.2 deaths per 100,000 persons in 2017.

Whereas, the Opioid Epidemic has directly impacted Kentucky Local Governmental Entities, creating a serious and significant public health and safety crisis—a "**Public Nuisance**"—and placing a strain on already scarce resources.

Whereas, the Commonwealth and the Kentucky Local Governmental Entities have sought "**Abatement Relief**" for this Public Nuisance and crisis caused by the responsible entities involved in the manufacture, distribution, sale, marketing, and dispensing of opioids throughout their respective Kentucky communities.

¹ Also referred in the singular as a "Kentucky Local Governmental Entity."

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Whereas, with respect to this Allocation Agreement, the Commonwealth and Kentucky Local Governmental Entities have sought “**Abatement Relief**” from: (i) Johnson & Johnson, including its affiliates and subsidiaries (“**J&J**”); and (ii) McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation, including their affiliates and subsidiaries (collectively the “**Opioid Distributors**”).²

Whereas, J&J and the Opioid Distributors proposed a national settlement for all state and local governmental entities in which “**Abatement Funds**” would be paid in exchange for a release of prior and current claims relating to their actions in facilitating the Opioid Epidemic.

Whereas, Kentucky’s Legislature, working in conjunction with the Commonwealth and representatives of the Kentucky Local Governmental Entities, recognized the need to: (i) create a statewide “**Opioid Abatement Trust Fund**” to ensure the Abatement Funds are utilized for the sole purpose of abating the Opioid Epidemic; and (ii) provide for an equal allocation of Abatement Funds between the Commonwealth and the Kentucky Local Governmental Entities.³

Whereas, Kentucky’s Legislature introduced legislation—H.B. 427—that was subsequently signed by the Governor and enacted as **KRS 15.291** and **KRS 15.293** under the chapter heading Kentucky Opioid Abatement Advisory Commission.^{4,5}

Whereas, separate formal national settlements were proposed by J&J (“**J&J Proposal**”) and the Opioid Distributors (“**Distributors Proposal**”) in which Abatement Funds would be paid to the settling states and settling local governmental entities—subject to a minimum participation of states.

² The Commonwealth’s state actions are as follows: *Commonwealth v. Johnson & Johnson, et al.*, Civil Action No. 18-CI-313 (McCracken Circuit Court); *Commonwealth v. McKesson Corp.*, Civil Action No. 18-CI-56 (Franklin Circuit Court); *Commonwealth of Kentucky v. Cardinal Health, et al.*, Civil Action No. 18-CI-1013 (Jefferson Circuit Court); *Commonwealth of Kentucky v. Amerisource Drug Corporation, et al.*, Civil Action No. 18-CI-167 (Floyd Circuit Court).

³ KRS 15.293(4)(b) (“The remaining fifty percent (50%) of all proceeds not included in the fund shall be paid to [Kentucky Local Governmental Entities]”).

⁴ See **Exhibit A**: KRS 15.291 (Effective March 24, 2021).

⁵ See **Exhibit B**: KRS 15.293 (Effective March 24, 2021).

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Whereas, the Commonwealth accepted the terms of the settlement proposals—J&J Proposal and Distributors Proposal—and, by letters dated September 4, 2021, J&J and each of the Opioid Distributors confirmed a sufficient number of states had agreed to participate in the settlements.

Whereas, each Kentucky Local Governmental Entity will now be provided an opportunity to accept or to reject either or both the J&J Proposal and Distributors Proposal.

Whereas, for those Kentucky Local Governmental Entities that choose to accept either or both the J&J Proposal and Distributors Proposal, an agreement is required by KRS 15.293(4)(b) for the allocation of the respective Abatement Funds. This Allocation Agreement is intended to fulfill the KRS 15.293(4)(b) requirement.⁶

Whereas, for those Kentucky Local Governmental Entities that choose *not* to accept either or both the J&J Proposal and Distributors Proposal, this Allocation Agreement will have *no impact* on the respective entities' rights and claims, including *inter alia* prior or future civil litigation.

Therefore, in consideration of the foregoing, the Kentucky Local Governmental Entities agree to the following allocation of the Abatement Funds payable and received pursuant to the terms of the J&J Proposal and Distributors Proposal, as applicable.

1. General Principles.

- 1.1 This Allocation Agreement is intended to comply specifically with KRS 15.291, as enacted on March 24, 2021.⁷
- 1.2 This Allocation Agreement is intended to comply specifically with KRS 15.293, as enacted on March 24, 2021.⁸

⁶ As further addressed herein, this Agreement *supersedes* any prior allocation agreement executed by the signatories to this Agreement, including *inter alia* the "One Kentucky Opioid Settlement Memorandum of Understanding."

⁷ See Ex. A.

⁸ See Ex. B.

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- 1.3 This Allocation Agreement expressly incorporates and limits a Kentucky Local Governmental Entities' use of any Abatement Funds received under either the J&J Proposal or the Distributors Proposal to the criteria of KRS 15.291(5), as enacted on March 24, 2021.⁹
- 1.4 This Allocation Agreement, including *inter alia* the settlement terms contained in the J&J Proposal and the Distributors Proposal, is further intended to comply with all other applicable Kentucky law and regulations, including the Kentucky Supreme Court Rules.

2. Allocation of Abatement Funds.

- 2.1 All Abatement Funds received from J&J and the Opioid Distributors shall be distributed *directly* to Kentucky Local Governmental Entities in accordance with any order from a Court of competent jurisdiction or the terms of the applicable settlement agreement (i.e., the J&J Proposal and the Distributors Proposal).
- 2.2 Notwithstanding Section 2.1, *none* of the Abatement Funds payable shall be paid to, pass through, or be subject to any claims by the Kentucky State Treasury.
- 2.3 All Abatement Funds payable to Kentucky Local Governmental Entities shall be allocated based on the percentages identified on **Exhibit C** (the "**Allocation Formula**").
- 2.4 The Allocation Formula is based on historical federal data and equally weighs three factors to determine **Abatement Funds** payable to each Kentucky Local Governmental Entity as follows:
 - 2.4.1 The number of persons suffering from opioid use disorder "OUD" in the county encompassing the respective Kentucky Local Governmental Entities;
 - 2.4.2 The number of overdose deaths ("OUD Deaths") that occurred in the county encompassing the respective Kentucky Local Governmental Entities; and

⁹ See Ex. A.

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- 2.4.3 The amount of opioids measured by the Morphine Milligram Equivalent (“MME”) and distributed within the county encompassing the respective Kentucky Local Governmental Entities.
- 2.5 Unless otherwise specifically agreed to and assigned by a Kentucky Local Governmental Entity, all Abatement Funds allocated by Exhibit C shall be paid to that same entity *regardless* of the amount (e.g., even if less than \$5,000).
- 2.6 Each Kentucky Local Governmental Entity shall be provided the right to accept, or reject, the terms of this Allocation Agreement as well as the terms of the J&J Proposal and Distributors Proposal—*regardless* of the entities’ respective *population*.
- 2.7 Each Kentucky Local Governmental Entity shall be provided the right to accept, or reject, the terms of this Allocation Agreement as well as the terms of the J&J Proposal and Distributors Proposal—*regardless* of the entities’ respective *local governmental status* (e.g., county, consolidated local government, urban-county government, or city).
- 2.8 For any Kentucky Local Governmental Entity that accepts the terms of either or both the J&J Proposal or the Distributor Proposal but declines or does *not* become a signatory to this Allocation Agreement, their respective share of any Abatement Funds shall be paid to a trustee (the “**Abatement Funds Trustee**”) appointed jointly by the Kentucky Association of Counties and the Kentucky League of Cities, with said Abatement Funds then distributed to the same Kentucky Local Governmental Entity.
3. **Attorneys’ Fees & Costs.**
- 3.1 Nationally, the J&J Proposal and the Distributors Proposal have provided for \$1.8075 billion to offset local governmental claims for attorneys’ fees and costs (the “**Abatement Fees**”).¹⁰

¹⁰ J&J Proposal (\$307.6 million for fees and \$39.6 million for costs); Distributors (\$1.3 billion for fees and \$160.3 million for costs).

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- 3.2 Kentucky Local Governmental Entities' share of the Abatement Fees, pursuant to Exhibit U of the J&J Proposal and Exhibit S of the Distributors Proposal, is 2.093% or approximately \$37,830,975.¹¹
- 3.3 The Abatement Fees for Kentucky Local Governmental Entities will equal approximately 15.314% of the Abatement Fund payable to each Kentucky Local Governmental Entity.
- 3.4 Notwithstanding *Exhibit R* of the Distributors Proposal and Exhibit R of the J&J proposal, both of which are *expressly rejected*,¹² the respective Abatement Fees shall be paid directly to the Kentucky Local Governmental Entities and shall be allocated in the same percentages as provided by the Allocation Formula (i.e., Schedule C).
- 3.5 To facilitate the equitable payment of Abatement Fees between and among *represented* and *unrepresented* Kentucky Local Governmental Entities, a fund shall be established (the "**Abatement Fee & Expense Fund**").
- 3.6 The Abatement Fee & Expense Fund shall be administered by a trustee (the "**Fund Trustee**") who shall be appointed on an annual basis by a thirteen (13) member committee (the "**Committee**").
- 3.7 The Committee shall be comprised of an individual designated on behalf of the following *represented* Kentucky Local Governmental Entities, representing each of Kentucky's judicial districts: Louisville/Metro, Hardin County, Lexington/Fayette, Marshall County, Pulaski County, Kenton County, Pike County, City of Hopkinsville, City of Bowling Green, City of Bardstown, City of Georgetown, City of Covington, and City of Ashland.
- 3.8 The Abatement Fee & Expense Fund shall be funded in two parts (collectively the "**Reallocated Fees**") by *unrepresented* Kentucky Local Governmental Entities as follows:

¹¹ State level attorneys' fees and costs are addressed separately and apart from the local governmental claims in each of the settlement proposals.

¹² See e.g., Kentucky Supreme Court Rule 5.6(b).

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- 3.8.1 **Abatement Fees.** The Abatement Fees shall be remitted to the Abatement Fee & Expense Fund on behalf of each ***unrepresented*** Kentucky Local Governmental Entity when and as received.
- 3.8.2 **Remitted Fees.** Each Kentucky Local Governmental Entity shall contribute to the Abatement Fee & Expense Fund five percent (5%) of each ***unrepresented*** Abatement Fund payment received.
- 3.9 For purposes of this Allocation Agreement, a Kentucky Local Governmental entity shall be considered ***unrepresented*** if it has ***not*** retained outside legal counsel (“**Outside Counsel**”) pursuant to a written contingency fee agreement executed by the earlier of January 2, 2022 or the date it signs this Allocation Agreement.
- 3.10 Outside Counsel shall ***not*** include any elected, appointed, or staff legal counsel (e.g., county attorney or city attorney).
- 3.11 To assist the Fund Trustee, each Kentucky Local Governmental Entity signing this Allocation Agreement shall affirm whether it has previously retained Outside Counsel and identify the respective legal representative(s). In the absence of any affirmation, the governmental entity ***shall be considered unrepresented***.
- 3.12 The Trustee shall distribute the Reallocated Fees to the ***represented*** Kentucky Local Governmental Entities pursuant to the following formula:
- 3.12.1 Identify each ***represented*** Kentucky Local Governmental Entity;
- 3.12.2 Total the Allocation Formula percentages for each of the ***represented*** Kentucky Local Governmental Entities;
- 3.12.3 Divide Allocation Formula percentage for each ***represented*** Kentucky Local Governmental Entity by the total determined under 3.12.2; and

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3.12.4 Multiply the result of 3.12.3 by the Reallocated Fees.

3.13 The Trustee shall distribute the Reallocated Fees directly to each Kentucky Local Governmental Entity. The Reallocated Fees shall **not** be payable to, or pass through, the State Treasury.

3.14 Thereafter, each **represented** Kentucky Local Governmental Entity shall be responsible for its respective attorneys' fees and costs, as provided in its respective legal representation agreement if any, in seeking Abatement Relief from either or both J&J and the Opioid Distributors.

3.15 Notwithstanding Section 3.14, each **represented** Kentucky Local Governmental Entities' total attorneys' fees and costs shall be **limited** to the **lesser** of their fee contract or the sum of their respective: (i) Abatement Fees; (ii) five percent (5%);¹³ and (iii) Reallocated Fees. In this manner, each Kentucky Local Governmental Entity will receive the same pro-rata net share of the Abatement Funds regardless of representation.

4. Procedural Mechanisms and Jurisdiction.

4.1 To effectuate the terms of this Allocation Agreement, as well as the terms of the applicable J&J Proposal and Distributors Proposal, the Kentucky Local Government Entities **signing** this Allocation Agreement shall collectively **intervene** in the respective state filed actions ("State Actions"):

4.1.1 With respect to Johnson & Johnson, and its affiliates and subsidiaries, *Commonwealth v. Johnson & Johnson, et al.*, Civil Action No. 18-CI-313 (McCracken Circuit Court);

4.1.2 With respect to McKesson Corporation, and its affiliates and subsidiaries, *Commonwealth v. McKesson Corp.*, Civil Action No. 18-CI-56 (Franklin Circuit Court);

4.1.3 With respect to Cardinal Health, Inc., and its affiliates and

¹³ Reflecting the Remitted Fees they would contribute if unrepresented.

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subsidiaries, *Commonwealth of Kentucky v. Cardinal Health, et al.*, Civil Action No. 18-CI-1013 (Jefferson Circuit Court); and

4.1.4 With respect to AmerisourceBergen Corporation, *Commonwealth of Kentucky v. Amerisource Drug Corporation, et al.*, Civil Action No. 18-CI-167 (Floyd Circuit Court).

4.2 For those Kentucky Local Governmental Entities that have previously commenced litigation against either or both J&J and the Opioid Defendants, upon intervening in the State Actions, their pending litigation apart from the State Actions shall be **dismissed without prejudice**.

4.3 The Kentucky Local Governmental Entities' claims against J&J and the Opioid Defendants shall proceed in the respective State Actions, to include finalizing acceptance and implementation of the J&J Proposal and the Distributors Proposal.

4.4 The respective Kentucky Circuit Court in which the State Actions are pending shall **retain jurisdiction** to enforce the terms of, and to resolve any issues and claims relating to, the J&J Proposal, the Distributors Proposal, and this Allocation Agreement, as to the applicable defendant and Kentucky filed lawsuit.

5. Interpretation & Cooperation.

5.1 This Allocation Agreement was drafted in part by Michael D. Grabhorn and Andrew M. Grabhorn with Grabhorn Law | Insured Rights® and by William D. Nefzger with Bahe Cook Cantley & Nefzger, P.C. ("**Drafting Counsel**"). Drafting Counsel represent a collective of Kentucky Local Governmental Entities.

5.2 Despite Section 5.1, whether for purposes of any statute, case law, or rule of interpretation or construction, **no part** of this Allocation Agreement shall be construed against Drafting Counsel or the Kentucky Local Governmental entities they represent, or against any other signatory Kentucky Local Governmental Entity.

5.3 This Allocation Agreement shall be interpreted, enforced, and

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governed under the laws of the Commonwealth of Kentucky. Should any part, term, or provision of this Allocation Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, term, or provision shall be deemed not to be part of this Allocation Agreement.

- 5.4 The headings of the provisions of this Allocation Agreement are not binding and are for reference only and do not limit, expand, or otherwise affect the contents or meanings herein.
- 5.5 Each Kentucky Local Governmental Entity signing this Allocation Agreement, including its legal representatives, shall use its best efforts to cooperate with the other signatories to carry out the terms, obligations, and conditions herein, including *inter alia* promptly executing all necessary documents and providing any necessary approval, consent, and authorization.
- 5.6 For purposes of effectuating this Allocation Agreement, including *inter alia* Section 4.1, the signatory Kentucky Local Governmental Entities designate Drafting Counsel to take all steps and actions necessary to fulfill its terms.

6. Miscellaneous.

- 6.1 This Allocation Agreement, including its exhibits and any other attachments, comprises the entire agreement and understanding between and among the signatory Kentucky Local Governmental Entities relating to the subject matter hereof and *supersedes*:
 - 6.1.1 Any prior allocation agreement, including *inter alia* the "One Kentucky Opioid Settlement Memorandum of Understanding," the execution of which is hereby withdrawn and rescinded.
 - 6.1.2 All other prior agreements and understandings relating to such subject matter, whether written or oral; and
 - 6.1.3 All purportedly contemporaneous oral agreements and understandings relating to such subject matter.

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- 6.2 This Allocation Agreement may be executed in counterparts and by different signatories on separate counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Allocation Agreement. One or more counterparts of this Allocation Agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof. One or more counterparts of this Allocation Agreement may be signed by electronic signature.
- 6.3 This Allocation Agreement constitutes the entire agreement between the signatory Kentucky Local Governmental Entities with respect to the subject matter hereof.
- 6.4 Each signatory Kentucky Local Governmental Entity hereby represents and certifies they have carefully read and fully understand all provisions and effects of this Allocation Agreement and that they are voluntarily entering into this Allocation Agreement after consulting with appropriate advisors, including *inter alia* legal counsel.
- 6.5 Each signatory Kentucky Local Government Entity hereby represents it is a sophisticated entity with no disparity in bargaining power with any other signatory as to the terms and conditions contained within this Allocation Agreement.

(THIS AREA IS INTENTIONALLY BLANK)

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The foregoing terms and conditions are hereby ACCEPTED. The acceptance of any prior allocation agreement, including *inter alia* the One Kentucky Opioid Settlement Memorandum of Understanding, is hereby withdrawn and rescinded.

Ohio County Fiscal Court
Name of Local Governmental Entity

David Johnston
Name of Authorized Signatory

Judge Executive
Title


Signature

11-9-21
Date

AFFIRMATION OF LEGAL REPRESENTATION

As of the signing of this Allocation Agreement, and pursuant to Section 3.11 herein, please affirm whether your local governmental entity has retained Outside Counsel for claims seeking Abatement Relief from either or both J&J and the Opioid Distributors.

☒ Yes ☐ No

If **yes**, please provide the name of the Outside Counsel and the respective law firm.

Michael D. Grabhorn	Grabhorn Law Insured Rights®
William D. Nefzger	Bahe Cook Cantley & Nefzger, PLC

I hereby affirm the foregoing is true and accurate.

Signature

Date

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15.291 Kentucky Opioid Abatement Advisory Commission -- Membership -- Meetings -- Criteria for award of moneys from opioid abatement trust fund.

- (1) There is hereby established the Kentucky Opioid Abatement Advisory Commission. The commission shall be attached to the Department of Law for administrative purposes.
- (2) (a) The commission shall consist of the following voting members:
 1. The Attorney General or his or her designee, who shall act as chair;
 2. The State Treasurer or his or her designee;
 3. The secretary of the Cabinet for Health and Family Services or his or her designee;
 4. One (1) member appointed by the University of Kentucky from the HEALing Communities Study Team;
 5. One (1) member appointed by the Attorney General representing victims of the opioid crisis;
 6. One (1) member appointed by the Attorney General representing the drug treatment and prevention community;
 7. One (1) member appointed by the Attorney General representing law enforcement; and
 8. Two (2) citizens at large appointed by the Attorney General.
- (b) The commission shall consist of the following nonvoting members who shall serve at the pleasure of their appointing authority:
 1. One (1) member appointed by the Speaker of the House of Representatives; and
 2. One (1) member appointed by the President of the Senate.
- (3) (a) Members of the commission appointed under subsection (2)(a)1. to 3. of this section shall serve terms concurrent with holding their respective offices or positions.
- (b) The remaining members of the commission shall serve staggered two (2) year terms as follows:
 1. Members of the commission appointed under subsection (2)(a)4. to 6. of this section shall serve an initial term of two (2) years; and
 2. Members of the commission appointed under subsection (2)(a)7. to 8. of this section shall serve an initial term of one (1) year.
- (c) Members of the commission shall not receive compensation for their services but may be reimbursed for necessary travel and lodging expenses incurred in the performance of their duties.
- (4) (a) Meetings of the commission shall be conducted according to KRS 61.800 to 61.850.
- (b) The commission shall meet at least twice within each calendar year.
- (c) Five (5) voting members of the commission shall constitute a quorum for the transaction of business.
- (d) Each member of the commission shall have one (1) vote, with all actions

Exhibit A

- being taken by an affirmative vote of the majority of members present.
- (5) The commission shall award moneys from the opioid abatement trust fund established in KRS 15.293 to reimburse prior expenses or to fund projects according to the following criteria related to opioid use disorder (OUD) or any co-occurring substance use disorder or mental health (SUD/MH) issues:
- (a) Reimbursement for:
1. Any portion of the cost related to outpatient and residential treatment services, including:
 - a. Services provided to incarcerated individuals;
 - b. Medication-assisted treatment;
 - c. Abstinence-based treatment; and
 - d. Treatment, recovery, or other services provided by community health centers or not-for-profit providers;
 2. Emergency response services provided by law enforcement or first responders; or
 3. Any portion of the cost of administering naloxone; or
- (b) Provide funding for any project which:
1. Supports intervention, treatment, and recovery services provided to persons:
 - a. With OUD or co-occurring SUD/MH issues; or
 - b. Who have experienced an opioid overdose;
 2. Supports detoxification services, including:
 - a. Medical detoxification;
 - b. Referral to treatment; or
 - c. Connections to other services;
 3. Provides access to opioid-abatement-related housing, including:
 - a. Supportive housing; or
 - b. Recovery housing;
 4. Provides or supports transportation to treatment or recovery programs or services;
 5. Provides employment training or educational services for persons in treatment or recovery;
 6. Creates or supports centralized call centers that provide information and connections to appropriate services;
 7. Supports crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH issues or persons that have experienced an opioid overdose;
 8. Improves oversight of opioid treatment programs to ensure evidence-based and evidence-informed practices;
 9. Provides scholarships and support for certified addiction counselors and other mental and behavioral health providers, including:

Exhibit A

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- a. Training scholarships;
 - b. Fellowships;
 - c. Loan repayment programs; or
 - d. Incentives for providers to work in rural or underserved areas of the Commonwealth;
10. Provides training on medication-assisted treatment for health care providers, students, or other supporting professionals;
 11. Supports efforts to prevent over-prescribing and ensures appropriate prescribing and dispensing of opioids;
 12. Supports enhancements or improvements consistent with state law for prescription drug monitoring programs;
 13. Supports the education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with opioids or individuals with OUD or co-occurring SUD/MH issues;
 14. Supports opioid-related emergency response services provided by law enforcement or first responders;
 15. Treats mental health trauma issues resulting from the traumatic experiences of opioid users or their family members;
 16. Engages nonprofits, the faith community, and community coalitions to support prevention and treatment, and to support family members in their efforts to care for opioid users in their family;
 17. Provides recovery services, support, and prevention services for women who are pregnant, may become pregnant, or who are parenting with OUD or co-occurring SUD/MH issues;
 18. Trains healthcare providers that work with pregnant or parenting women on best practices for compliances with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of care;
 19. Addresses Neonatal Abstinence Syndrome, including prevention, education, and treatment of OUD and any co-occurring SUD/MH issues;
 20. Offers home-based wrap-around services to persons with OUD and any co-occurring SUD/MH issues, including parent-skills training;
 21. Supports positions and services, including supportive housing and other residential services relating to children being removed from the home or placed in foster care due to custodial opioid use;
 22. Provides public education about opioids or opioid disposal;
 23. Provides drug take-back disposal or destruction programs;
 24. Covers the cost of administering naloxone;
 25. Supports pre-trial services that connect individuals with OUD and any co-occurring SUD/MH issues to evidence-informed treatment and related services;
 26. Supports treatment and recovery courts for persons with OUD and any co-occurring SUD/MH issues, but only if they provide referrals to

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*Kentucky Local Governmental Entities
KRS 15.293(4)(b) Allocation Agreement*

- evidence-informed treatment;
- 27. Provides evidence-informed treatment, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH issues who are incarcerated, leaving jail or prison, have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities;
 - 28. Meets the criteria included in any settlement agreement or judgment between the parties listed in KRS 15.293(3)(a); or
 - 29. Any other project deemed appropriate for opioid-abatement purposes by the commission.
- (6) The commission may identify additional duties or responsibilities, including:
- (a) Reporting on projects and programs related to addressing the opioid epidemic;
 - (b) Developing priorities, goals, and recommendations for spending on the projects and programs;
 - (c) Working with state agencies or outside entities to develop measures for projects and programs that address substance use disorders; or
 - (d) Making recommendations for policy changes on a state or local level, including statutory law and administrative regulations.
- (7) The commission shall:
- (a) Create and maintain a Web site on which it shall publish its minutes, attendance rolls, funding awards, and reports of funding by recipients; and
 - (b) Promulgate administrative regulations to implement this section. The commission may promulgate emergency administrative regulations to take effect immediately so that funds may be distributed more quickly and efficiently to combat the opioid epidemic.

Effective: March 24, 2021

History: Created 2021 Ky. Acts ch. 113, sec. 1, effective March 24, 2021.

Exhibit A

Kentucky Local Governmental Entities
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15.293 Opioid abatement trust fund.

- (1) As used in this section, "commission" means the Kentucky Opioid Abatement Advisory Commission created in KRS 15.291.
- (2) There is hereby established in the State Treasury a trust and agency account to be known as the opioid abatement trust fund. Moneys in the fund are hereby appropriated for the purposes set forth in KRS 15.291, distributed as described in subsection (3) of this section, and shall not be appropriated or transferred by the General Assembly for any other purposes.
- (3) The fund shall consist of:
 - (a) Fifty percent (50%) of all proceeds received by the Commonwealth, counties, consolidated local governments, urban-county governments, and cities of the Commonwealth in any settlement or judgment against McKesson Corporation, Cardinal Health 5, LLC, Amerisourcebergen Drug Corporation, and Johnson & Johnson, and any of their affiliates or subsidiaries related to opioid manufacturing or distribution to the extent included in a settlement agreement; and
 - (b) Any other moneys received from state appropriations, gifts, grants, or federal funds.
- (4)
 - (a) The fund shall not consist of the remaining fifty percent (50%) of all proceeds received by the Commonwealth, counties, consolidated local governments, urban-county governments, and cities of the Commonwealth in any settlement or judgment against McKesson Corporation, Cardinal Health 5, LLC, Amerisourcebergen Drug Corporation, and Johnson & Johnson, and any of their affiliates or subsidiaries related to opioid manufacturing or distribution to the extent included in a settlement agreement.
 - (b) The remaining fifty percent (50%) of all proceeds not included in the fund shall be paid to counties, consolidated local governments, urban-county governments, and cities of the Commonwealth in accordance with an agreement reached among them that incorporates the criteria of KRS 15.291(5). If no such agreement is reached, the money shall be paid to a trustee appointed jointly by the Kentucky Association of Counties and the Kentucky League of Cities for distribution of the funds to counties, consolidated local governments, urban-county governments, and cities of the Commonwealth using the criteria listed in KRS 15.291(5).
- (c)
 1. Each recipient of moneys from the fund shall submit on an annual basis a certification that the funds were used consistent with the criteria in KRS 15.291(5), a description of the use of such funds, and such other information as the commission requests through administrative regulation.
 2.
 - a. Each county, consolidated local government, urban-county government, or city of the Commonwealth that receives any proceeds under paragraph (b) of this subsection shall submit, on an annual basis a certification that the funds were used consistent with the criteria in KRS 15.291(5), a list of fund recipients and amounts, a description of the use of the funds,

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Kentucky Local Governmental Entities
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- and any other information as the commission requests through the promulgation of an administrative regulation.
- b. If a trustee is appointed under paragraph (b) of this subsection, the certifications shall be sent to the trustee, and the trustee will compile and submit one (1) report to the commission.
 - c. If a trustee is not appointed, the certifications shall be submitted to the commission as provided by administrative regulation.
 - d. Funds shall be withheld from any county, consolidated local government, urban-county government, or city of the Commonwealth that does not comply with this paragraph until such time as compliance is achieved.
- (d) To the extent that a settlement has been reached in any litigation against the companies listed in paragraph (a) of this subsection, each county, consolidated local government, urban-county government, city, political subdivision, and public agency, as that term is defined in KRS 61.805(2), of the Commonwealth shall be deemed to have released its claims against the companies listed in paragraph (a) of this subsection and their affiliates and subsidiaries to the extent referenced in a settlement agreement, consent judgment, order, or other document that reflects the terms of any settlement.
- (5) Amounts deposited in the fund shall be used only for the purposes described in KRS 15.291.
 - (6) Notwithstanding KRS 45.229, moneys in the fund not expended at the close of a fiscal year shall not lapse but shall be carried forward into the next fiscal year.
 - (7) Any interest earnings of the fund shall become a part of the fund and shall not lapse.
 - (8) Moneys in the fund shall be distributed no less than annually.
 - (9)
 - (a) The Department of Law may recover its reasonable costs of litigation from the moneys received under subsection (3)(a) of this section.
 - (b) The Department of Law may recover any direct costs, including employee time, used to perform or administer the duties required by this section and KRS 15.291 from the moneys received under subsection (3)(a) of this section. The Department of Law shall report all such recovered costs to the commission no less than annually.
 - (10) The commission shall continue to make distributions from the fund as long as defendants in the opioid litigation make payments to the Commonwealth or until the time that the moneys in the fund are exhausted.

Effective: March 24, 2021

History: Created 2021 Ky. Acts ch. 113, sec. 2, effective March 24, 2021.

Exhibit B

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**OPIOID ABATEMENT ALLOCATION AGREEMENT
KENTUCKY LOCAL GOVERNMENT ENTITIES**

**EXHIBIT C
ALLOCATION PERCENTAGES**

The following percentages for each local governmental entity reflects their respective share of the Abatement Funds payable to Kentucky Local Governmental Entities.

Kentucky Local Governmental Entity	Abatement Fund Allocation %
Adair, County of	0.2072%
Adairville, City of	0.0047%
Albany, City of	0.1264%
Alexandria, City of	0.1080%
Allen, City of	0.0336%
Allen, County of	0.3030%
Anchorage, City of	0.0285%
Anderson, County of	0.3621%
Arlington, City of	0.0001%
Ashland, City of	0.9835%
Auburn, City of	0.0190%
Audubon Park, City of	0.0139%
Augusta, City of	0.0178%
Ballard, County of	0.1193%
Bancroft, City of	0.0009%
Barbourmeade, City of	0.0009%
Barbourville, City of	0.0730%

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Kentucky Local Governmental Entity	Abatement Fund Allocation %
Bardstown, City of	0.2353%
Bardwell, City of	0.0051%
Barlow, City of	0.0003%
Barren, County of	0.3079%
Bath, County of	0.1327%
Beattyville, City of	0.1448%
Beaver Dam, City of	0.0385%
Bedford, City of	0.0012%
Beechwood Village, City of	0.0006%
Bell, County of	0.6419%
Bellefonte, City of	0.0233%
Bellemeade, City of	0.0017%
Bellevue, City of	0.0966%
Bellewood, City of	0.0006%
Benham, City of	0.0027%
Benton, City of	0.0224%
Berea, City of	0.1674%
Berry, City of	0.0011%
Blackey, City of	0.0020%
Blaine, City of	0.0010%
Bloomfield, City of	0.0046%
Blue Ridge Manor, City of	0.0005%
Bonnieville, City of	0.0022%
Boone, County of	2.0431%
Booneville, City of	0.0037%

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Kentucky Local Governmental Entity	Abatement Fund Allocation %
Bourbon, County of	0.2035%
Bowling Green, City of	0.6708%
Boyd, County of	0.8928%
Boyle, County of	0.3672%
Bracken, County of	0.1001%
Bradfordsville, City of	0.0013%
Brandenburg, City of	0.0257%
Breathitt, County of	0.4761%
Breckinridge, County of	0.2754%
Bremen, City of	0.0086%
Briarwood, City of	0.0004%
Brodhead, City of	0.0199%
Broeck Pointe, City of	0.0005%
Bromley, City of	0.0092%
Brooksville, City of	0.0078%
Brownsboro Farm, City of	0.0003%
Brownsboro Village, City of	0.0006%
Brownsville, City of	0.0297%
Buckhorn, City of	0.0017%
Bullitt, County of	0.9073%
Burgin, City of	0.0134%
Burkesville, City of	0.0049%
Burnside, City of	0.0081%
Butler, City of	0.0034%
Butler, County of	0.1593%

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Kentucky Local Governmental Entity	Abatement Fund Allocation %
Cadiz, City of	0.0667%
Caldwell, County of	0.1398%
Calhoun, City of	0.0020%
California, City of	0.0002%
Calloway, County of	0.0269%
Calvert City, City of	0.0222%
Camargo, City of	0.0170%
Cambridge, City of	0.0004%
Campbell, County of	1.0387%
Campbellsburg, City of	0.0045%
Campbellsville, City of	0.2770%
Campton, City of	0.0180%
Caneyville, City of	0.0053%
Carlisle, City of	0.0577%
Carlisle, County of	0.0552%
Carroll, County of	0.2461%
Carrollton, City of	0.0888%
Carrsville, City of	0.0005%
Carter, County of	0.5499%
Casey, County of	0.2371%
Catlettsburg, City of	0.1263%
Cave City, City of	0.0700%
Centertown, City of	0.0056%
Central City, City of	0.0845%
Christian, County of	0.3965%

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Kentucky Local Governmental Entity	Abatement Fund Allocation %
Clark, County of	0.6110%
Clarkson, City of	0.0042%
Clay, City of	0.0120%
Clay, County of	0.7834%
Clay City, City of	0.0184%
Clinton, City of	0.0066%
Clinton, County of	0.3920%
Cloverport, City of	0.0060%
Coal Run Village, City of	0.0218%
Cold Spring, City of	0.0751%
Coldstream, City of	0.0035%
Columbia, City of	0.0941%
Columbus, City of	0.0007%
Concord, City of	0.0009%
Corbin , City of	0.2497%
Corinth, City of	0.0030%
Corydon, City of	0.0004%
Covington, City of	1.7147%
Crab Orchard, City of	0.0044%
Creekside, City of	0.0006%
Crescent Springs, City of	0.0662%
Crestview, City of	0.0011%
Crestview Hills, City of	0.0031%
Crestwood, City of	0.0203%
Crittenden, County of	0.1658%

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Kentucky Local Governmental Entity	Abatement Fund Allocation %
Crittenden, City of	0.1485%
Crofton, City of	0.0012%
Crossgate, City of	0.0004%
Cumberland, City of	0.0115%
Cumberland, County of	0.1808%
Cynthiana, City of	0.2430%
Danville, City of	0.2799%
Daviess, County of	1.1242%
Dawson Springs, City of	0.0203%
Dayton, City of	0.1370%
Dixon, City of	0.0016%
Douglass Hills, City of	0.0014%
Dover, City of	0.0000%
Drakesboro, City of	0.0424%
Druid Hills, City of	0.0006%
Dry Ridge, City of	0.1124%
Earlington, City of	0.0111%
Eddyville, City of	0.0451%
Edgewood, City of	0.0997%
Edmonson, County of	0.1587%
Edmonton, City of	0.0311%
Ekron, City of	0.0016%
Elizabethtown, City of	0.0551%
Elkhorn City, City of	0.0023%
Elkton, City of	0.0173%

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Kentucky Local Governmental Entity	Abatement Fund Allocation %
Elliott, County of	0.1396%
Elsmere, City of	0.0574%
Eminence, City of	0.0382%
Erlanger, City of	0.3398%
Estill, County of	0.3949%
Eubank , City of	0.0026%
Evarts, City of	0.0070%
Ewing, City of	0.0014%
Fairfield, City of	0.0008%
Fairview, City of	0.0009%
Falmouth, City of	0.0277%
Fayette, County of	6.2597%
Ferguson, City of	0.0019%
Fincastle, City of	0.0001%
Flatwoods, City of	0.0815%
Fleming, County of	0.1810%
Fleming-Neon, City of	0.0228%
Flemingsburg, City of	0.0974%
Florence, City of	0.7389%
Floyd, County of	1.8554%
Fordsville, City of	0.0053%
Forest Hills, City of	0.0006%
Fort Mitchell, City of	0.1046%
Fort Thomas, City of	0.3651%
Fort Wright, City of	0.0888%

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Kentucky Local Governmental Entity	Abatement Fund Allocation %
Fountain Run, City of	0.0017%
Fox Chase, City of	0.0004%
Frankfort, City of	0.4254%
Franklin, City of	0.1059%
Franklin, County of	0.4438%
Fredonia, City of	0.0043%
Frenchburg, City of	0.0050%
Fulton, City of	0.0397%
Fulton, County of	0.0482%
Gallatin, County of	0.1990%
Gamaliel, City of	0.0040%
Garrard, County of	0.2564%
Georgetown, City of	0.2130%
Germantown, City of	0.0019%
Ghent, City of	0.0037%
Glasgow, City of	0.4101%
Glencoe, City of	0.0046%
Glenview, City of	0.0007%
Glenview Hills, City of	0.0006%
Glenview Manor, City of	0.0004%
Goose Creek, City of	0.0006%
Goshen, City of	0.0074%
Grand Rivers, City of	0.0036%
Grant, County of	0.5313%
Gratz, City of	0.0012%

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Kentucky Local Governmental Entity	Abatement Fund Allocation %
Graves, County of	0.2393%
Graymoor-Devondale, City of	0.0087%
Grayson, City of	0.1406%
Grayson, County of	0.4276%
Green, County of	0.0729%
Green Spring, City of	0.0014%
Greensburg, City of	0.0635%
Greenup, City of	0.0315%
Greenup, County of	0.5651%
Greenville, City of	0.0542%
Guthrie, City of	0.0088%
Hancock, County of	0.0845%
Hanson, City of	0.0012%
Hardin, City of	0.0025%
Hardin, County of	1.5663%
Hardinsburg, City of	0.0236%
Harlan, City of	0.0308%
Harlan, County of	0.8648%
Harrison, County of	0.2068%
Harrodsburg, City of	0.1433%
Hart, County of	0.1869%
Hartford, City of	0.0420%
Hawesville, City of	0.0048%
Hazard, City of	0.2854%
Hazel, City of	0.0002%

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Kentucky Local Governmental Entity	Abatement Fund Allocation %
Hebron Estates, City of	0.0016%
Henderson, City of	0.5644%
Henderson, County of	0.3790%
Henry, County of	0.1775%
Heritage Creek, City of	0.0035%
Hickman, City of	0.0161%
Hickman, County of	0.0460%
Hickory Hill, City of	0.0002%
Highland Heights, City of	0.1099%
Hills and Dales, City of	0.0002%
Hillview, City of	0.0560%
Hindman, City of	0.0366%
Hodgenville, City of	0.0292%
Hollow Creek, City of	0.0012%
Hollyvilla, City of	0.0011%
Hopkins, County of	0.5049%
Hopkinsville, City of	0.5663%
Horse Cave, City of	0.0261%
Houston Acres, City of	0.0006%
Hunters Hollow, City of	0.0003%
Hurstbourne, City of	0.0005%
Hurstbourne Acres, City of	0.0047%
Hustonville, City of	0.0073%
Hyden, City of	0.0209%
Independence, City of	0.1255%

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Kentucky Local Governmental Entity	Abatement Fund Allocation %
Indian Hills, City of	0.0204%
Inez, City of	0.0106%
Irvine, City of	0.0768%
Irvington, City of	0.0195%
Island, City of	0.0001%
Jackson, City of	0.0630%
Jackson, County of	0.1845%
Jamestown, City of	0.0103%
Jeffersontown, City of	0.1982%
Jeffersonville, City of	0.0258%
Jenkins, City of	0.0689%
Jessamine, County of	0.5761%
Johnson, County of	0.6401%
Junction City, City of	0.0084%
Kenton, County of	2.3327%
Kenton Vale, City of	0.0001%
Kevil, City of	0.0000%
Kingsley, City of	0.0018%
Knott, County of	0.4389%
Knox, County of	0.7600%
Kuttawa, City of	0.0186%
LaCenter, City of	0.0046%
LaFayette, City of	0.0003%
LaGrange, City of	0.0728%
Lakeside Park, City of	0.0308%

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Kentucky Local Governmental Entity	Abatement Fund Allocation %
Lakeview Heights, City of	0.0005%
Lancaster, City of	0.0563%
Langdon Place, City of	0.0006%
Larue, County of	0.1621%
Laurel, County of	0.9216%
Lawrence, County of	0.4465%
Lawrenceburg, City of	0.0805%
Lebanon, City of	0.1122%
Lebanon Junction, City of	0.0152%
Lee, County of	0.2236%
Leitchfield, City of	0.1135%
Leslie, County of	0.5317%
Letcher, County of	0.5573%
Lewis, County of	0.2144%
Lewisburg, City of	0.0055%
Lewisport, City of	0.0108%
Liberty, City of	0.0298%
Lincoln, County of	0.3983%
Lincolnshire, City of	0.0013%
Livermore, City of	0.0026%
Livingston, City of	0.0002%
Livingston, County of	0.1917%
Logan, County of	0.2730%
London, City of	0.1961%
Loretto, City of	0.0032%

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Kentucky Local Governmental Entity	Abatement Fund Allocation %
Louisa, City of	0.0866%
Louisville Metro, County of	14.3040%
Loyall, City of	0.0033%
Ludlow, City of	0.0670%
Lynch, City of	0.0027%
Lyndon, City of	0.0749%
Lynnview, City of	0.0042%
Lyon, County of	0.0731%
Mackville, City of	0.0017%
Madison, County of	1.1073%
Madisonville, City of	0.3927%
Magoffin, County of	0.2769%
Manchester, City of	0.1800%
Manor Creek, City of	0.0005%
Marion, City of	0.0353%
Marion, County of	0.1968%
Marshall, County of	0.5639%
Martin, City of	0.2943%
Martin, County of	0.4586%
Maryhill Estates, City of	0.0000%
Mason, County of	0.1741%
Mayfield, City of	0.2929%
Maysville, City of	0.1796%
McCracken, County of	0.3377%
McCreary, County of	0.3012%

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Kentucky Local Governmental Entity	Abatement Fund Allocation %
McHenry, City of	0.0029%
McKee, City of	0.0086%
McLean, County of	0.1372%
Meade, County of	0.3411%
Meadow Vale, City of	0.0027%
Meadowbrook Farm, City of	0.0000%
Meadowview Estates, City of	0.0008%
Melbourne, City of	0.0016%
Menifee, County of	0.1103%
Mentor, City of	0.0003%
Mercer, County of	0.2708%
Metcalf, County of	0.0856%
Middlesboro, City of	0.9628%
Middletown, City of	0.0013%
Midway, City of	0.0058%
Millersburg, City of	0.0296%
Milton, City of	0.0004%
Mockingbird Valley, City of	0.0003%
Monroe, County of	0.2302%
Monterey, City of	0.0022%
Montgomery, County of	0.5318%
Monticello, City of	0.0554%
Moorland, City of	0.0009%
Morehead, City of	0.1177%
Morgan, County of	0.0506%

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Kentucky Local Governmental Entity	Abatement Fund Allocation %
Morganfield, City of	0.1082%
Morgantown, City of	0.1067%
Mortons Gap, City of	0.0052%
Mount Olivet, City of	0.0011%
Mount Sterling, City of	0.1358%
Mount Vernon, City of	0.1195%
Mount Washington, City of	0.0668%
Muhlenberg, County of	0.4173%
Muldraugh , City of	0.0079%
Munfordville, City of	0.0181%
Murray, City of	0.5766%
Murray Hill, City of	0.0012%
Nebo, City of	0.0015%
Nelson, County of	0.4699%
New Castle, City of	0.0034%
New Haven, City of	0.0063%
Newport, City of	0.7313%
Nicholas, County of	0.0736%
Nicholasville, City of	0.3723%
Norbourne Estates, City of	0.0003%
North Middletown, City of	0.0236%
Northfield, City of	0.0051%
Nortonville, City of	0.0013%
Norwood, City of	0.0002%
Oak Grove, City of	0.0393%

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Kentucky Local Governmental Entity	Abatement Fund Allocation %
Oakland, City of	0.0005%
Ohio, County of	0.3497%
Old Brownsboro Place, City of	0.0004%
Oldham, County of	0.6882%
Olive Hill, City of	0.0517%
Orchard Grass Hills, City of	0.0072%
Owen, County of	0.1779%
Owensboro, City of	0.5118%
Owenton, City of	0.0386%
Owingsville, City of	0.1121%
Owsley, County of	0.1258%
Paducah, City of	1.1041%
Paintsville, City of	0.3643%
Paris, City of	0.1358%
Park City, City of	0.0043%
Park Hills, City of	0.0311%
Parkway Village, City of	0.0021%
Pembroke, City of	0.0014%
Pendleton, County of	0.2784%
Perry, County of	1.4803%
Perryville, City of	0.0035%
Pewee Valley, City of	0.0064%
Pike, County of	1.9053%
Pikeville, City of	0.9233%
Pineville, City of	0.0737%

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Kentucky Local Governmental Entity	Abatement Fund Allocation %
Pioneer Village, City of	0.0155%
Pippa Passes, City of	0.0151%
Plantation, City of	0.0002%
Pleasureville, City of	0.0024%
Plum Springs, City of	0.0011%
Poplar Hills, City of	0.0008%
Powderly, City of	0.0034%
Powell, County of	0.5354%
Prestonsburg, City of	0.4198%
Prestonville, City of	0.0015%
Princeton, City of	0.1044%
Prospect, City of	0.0208%
Providence, City of	0.0067%
Pulaski, County of	0.8605%
Raceland, City of	0.0251%
Radcliff, City of	0.0391%
Ravenna, City of	0.0101%
Raywick, City of	0.0006%
Richlawn, City of	0.0002%
Richmond, City of	0.5069%
River Bluff, City of	0.0032%
Riverwood, City of	0.0004%
Robards, City of	0.0003%
Robertson, County of	0.0335%
Rochester, City of	0.0020%

*Kentucky Local Government Entities
KRS 15.293(4)(b) Allocation Agreement*

Kentucky Local Governmental Entity	Abatement Fund Allocation %
Rockcastle, County of	0.4179%
Rockport, City of	0.0027%
Rolling Fields, City of	0.0046%
Rolling Hills, City of	0.0010%
Rowan, County of	0.4240%
Russell, City of	0.1455%
Russell, County of	0.5341%
Russell Springs, City of	0.0155%
Russellville, City of	0.1019%
Ryland Heights, City of	0.0002%
Sacramento, City of	0.0016%
Sadieville, City of	0.0012%
Saint Charles, City of	0.0012%
Salem, City of	0.0071%
Salt Lick, City of	0.0133%
Salyersville, City of	0.0316%
Sanders, City of	0.0014%
Sandy Hook, City of	0.0062%
Sardis, City of	0.0000%
Science Hill, City of	0.0001%
Scott, County of	0.6258%
Scottsville, City of	0.0623%
Sebree, City of	0.0066%
Seneca Gardens, City of	0.0018%
Sharpsburg, City of	0.0141%

*Kentucky Local Government Entities
KRS 15.293(4)(b) Allocation Agreement*

Kentucky Local Governmental Entity	Abatement Fund Allocation %
Shelby, County of	0.5014%
Shelbyville, City of	0.1168%
Shepherdsville, City of	0.1718%
Shively, City of	0.1041%
Silver Grove, City of	0.0096%
Simpson, County of	0.2050%
Simpsonville, City of	0.0079%
Slaughters, City of	0.0002%
Smithfield, City of	0.0004%
Smithland, City of	0.0028%
Smiths Grove, City of	0.0029%
Somerset, City of	0.3108%
Sonora, City of	0.0005%
South Carrollton, City of	0.0080%
South Park View, City of	0.0000%
South Shore, City of	0.0059%
Southgate, City of	0.0953%
Sparta, City of	0.0035%
Spencer, County of	0.1952%
Spring Mill, City of	0.0006%
Spring Valley, City of	0.0013%
Springfield, City of	0.0382%
St. Matthews, City of	0.1132%
St. Regis Park, City of	0.0012%
Stamping Ground, City of	0.0062%

*Kentucky Local Government Entities
KRS 15.293(4)(b) Allocation Agreement*

Kentucky Local Governmental Entity	Abatement Fund Allocation %
Stanford, City of	0.0736%
Stanton, City of	0.0251%
Strathmoor Manor, City of	0.0016%
Strathmoor Village, City of	0.0038%
Sturgis, City of	0.0310%
Sycamore, City of	0.0004%
Taylor, County of	0.1908%
Taylor Mill, City of	0.1020%
Taylorsville, City of	0.0496%
Ten Broeck, City of	0.0002%
Thornhill, City of	0.0004%
Todd, County of	0.1511%
Tompkinsville, City of	0.0531%
Trenton, City of	0.0016%
Trigg, County of	0.1381%
Trimble, County of	0.1159%
Union, City of	0.1260%
Union, County of	0.2034%
Uniontown, City of	0.0141%
Upton , City of	0.0005%
Vanceburg, City of	0.0340%
Versailles, City of	0.1700%
Vicco , City of	0.0033%
Villa Hills, City of	0.0413%
Vine Grove, City of	0.0050%

*Kentucky Local Government Entities
KRS 15.293(4)(b) Allocation Agreement*

Kentucky Local Governmental Entity	Abatement Fund Allocation %
Wallins Creek, City of	0.0011%
Walton, City of	0.0726%
Warfield, City of	0.0001%
Warren, County of	0.9846%
Warsaw, City of	0.0277%
Washington, County of	0.1130%
Water Valley, City of	0.0017%
Watterson Park, City of	0.0040%
Waverly, City of	0.0046%
Wayland, City of	0.0037%
Wayne, County of	0.2924%
Webster, County of	0.2099%
Wellington, City of	0.0004%
West Buechel, City of	0.0157%
West Liberty, City of	0.1692%
West Point, City of	0.0017%
Westwood, City of	0.0003%
Wheatcroft, City of	0.0001%
Wheelwright, City of	0.0252%
White Plains, City of	0.0027%
Whitesburg, City of	0.0507%
Whitesville, City of	0.0022%
Whitley, County of	1.5794%
Wickliffe, City of	0.0029%
Wilder, City of	0.1272%

*Kentucky Local Government Entities
KRS 15.293(4)(b) Allocation Agreement*

Kentucky Local Governmental Entity	Abatement Fund Allocation %
Wildwood, City of	0.0005%
Williamsburg, City of	0.2511%
Williamstown, City of	0.1030%
Willisburg, City of	0.0022%
Wilmore, City of	0.0647%
Winchester, City of	0.4647%
Windy Hills, City of	0.0015%
Wingo, City of	0.0038%
Wolfe, County of	0.2421%
Woodburn, City of	0.0003%
Woodbury, City of	0.0012%
Woodford, County of	0.2617%
Woodland Hills, City of	0.0015%
Woodlawn, City of	0.0005%
Woodlawn Park, City of	0.0012%
Worthington, City of	0.0263%
Worthington Hills, City of	0.0007%
Worthville, City of	0.0014%
Wurtland, City of	0.0102%

BARR, INC.

1423 PLANEVIEW DRIVE
OSHKOSH, WI 54904
(888) 661-0871

Estimate

DATE	ESTIMATE NO.
11/8/2021	4361

NAME / ADDRESS
OHIO COUNTY FOOD PANTRY Chris Baird 1220 US Hwy 231 S Hartford, KY 42347

PROJECT

DESCRIPTION	QTY	Package Price
New 30"x30"x12'4" freezer to include: New GreenSpan- Mesaline, 10' length x 4" thickness x 42" wide, white interior/exterior tongue and groove insulated panels. New GreenSpan- Mesaline, 12' length x 4" thickness x 42" wide, white interior/exterior tongue and groove insulated panels. Fab trim items to include: (19') U-boot trim for forklift door opening (s), (23) pieces of 2"x2" white interior flashing @ 8' sections, (23) pieces of 2"x6" white exterior flashing @ 8' sections, (8) pieces of 6" flat top side batten trim @ 8' sections. Barr trim installation package to include: (29) pieces of base angle @ 8' sections, (4) pieces of T-channel @ 16' sections, (2) T-channel splice kit , (60) tubes butyl caulk, (2) cans spray foam, (3) roll vapor barrier, (920) #10 trim screws, (72) #14 angle screws, (12) Eyelet kits. New (ACQ) 5' x 7' manual sliding cooler/ freezer door w/ heat wire, 4" thick urethane, white finish in/out, slides () to open.	27 36 1 1 1	\$32,072.00
Customer to prepay freight charges. Subject to change based on freight rates at time of shipping. Additional charges could apply if the delivery address is a construction zone or a residential address. Units loaded by Barr at Barr's expense. Buyer responsible for unloading equipment upon arrival. Depending on size of equipment, a ground level forklift may be required for unloading. Storage-fees may apply if held at Barr for more than 45 days from invoice date.22' tarp		\$1,750.00
Total KY sales tax calculated Select this as a transaction's tax to use AvaTax		\$2,029.32
TOTAL		\$35,851.32

Baird, Chris A

From: Tony Sylvester <asylvester@bushrefrigeration.com>
Sent: Monday, November 8, 2021 12:25 PM
To: Baird, Chris A
Subject: EXT: 30 x 30 x 9 freezer

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Chris,

The indoor freezer no floor 30 x 30 x 9 with a 5 x 7 sliding door is \$35,900.00 plus tax unless you are exempt.

The shipping is included in the pricing.

Let me know your thoughts.

Please Note: Due to pricing volatility we are currently experiencing, all pricing is valid for 15 days.

Thank you,

Tony Sylvester
Bush Refrigeration

800-220-2874
F-856-338-0989
www.bushrefrigeration.com



Central[®]
RESTAURANT PRODUCTS
7750 Georgetown Rd • Indianapolis, IN 46268
Phone 800-222-5107 • Fax 800-882-0086

Quotation

Quotation# 11954430
Date 11/09/21
Customer# 830561
Page 1 of 1

OHIO CTY FOOD PANTRY
1220 U.S. 231 S.
HARTFORD, KY 42347

Ship To:
OHIO CTY FOOD PANTRY
1220 U.S. 231 S.
HARTFORD, KY 42347

Remit Payment To: PO Box 78070 Indianapolis, IN 46278-0070

Quote Date	Quote Expires	Payment Terms	Customer PO	Contact		
11/08/21	12/24/21	TO BE DETERMINED		CHRISTOPHER BAIRD		
Product Consultant		Ship Via	Freight Terms			
Troy Carrier ext 8336		FEDEX GRD 3RD PTY #690993511	FOB ORIGIN/PREPAID AND AD			
Item	Product/Description	Quantity	Price	U/M	Extension	
1	W07X-QUOTE AMERIKOOLER QUOTE DETAILS Q#21-31885 - 30'x 30' FREEZER BOX ONLY DETAILS DOOR FAR RIGHT 30' SIDE DETAILS SLIDING DOOR	1	71500.00	EA	71500.00	
2	W07X-LIFTGATE LIFTGATE SERVICE ON DELIVERY FOR AMERIKOOLER 20 week lead time	1	0.00	EA	0.00	
Merchandise		Handling	Misc. Charge	Tax	Freight	Quote Total
71,500.00		0.00	0.00	4,290.00	0.00	75,790.00

Accepted By (Printed): _____ Signature _____ Date: _____

By signing above you are agreeing all product and totals are accurate. If purchase is to be made via credit card, signature by cardholder is required indicating authorization to charge card and process order. All prices above are in US dollars. All payments to Central are required to be made in US dollars. **** Upon Receipt of your Merchandise **** Please inspect your delivery carefully. In the unfortunate event that something is damaged or has to be returned, please call your product consultant. Please save all shipping cartons and packaging. Claims must be reported within 5 days of receiving your delivery. All returns are subject to inspection before a

Cliff Hagan Boys Girls Club, Inc.
2021 Budget

	2020	2020	2021
	Budget - Ohio Co. Extension	Actual - Ohio Co. Extension	Budget - Ohio Co. Extension
Ordinary Income/Expense			
Income			
40100 · Direct Public Support			
40117 · Personal Fundraising			
40116 · Board Contributions			3,000
40115 · Giving Tuesday			
40101 · Unrestricted Contributions			18,000
40104 · Special Fundraisers			
40104E · Ford Drive			2,000
40104D			
40104C			
40104B			
40104A			
40104 · Special Fundraisers - Other			
Total 40104 · Special Fundraisers	0	0	23,000
40105 · Steak & Burger Dinner			8,000
40106 · Eating Out for Kids			
40107 · Golf Classic			9,500
40107A · Golf Classic Auction			
40108 · December Auction			
40110 · One Campaign / Great Futures			
Total 40100 · Direct Public Support	0	0	38,500
40200 · Indirect Public Support			
40201 · U W Desig			1,500
40202 · U W Allocation			
40206 · Indiana Alliance			
40204 · Daviess Co Allocation			
Total 40200 · Indirect Public Support	0	0	1,500
40300 · Restricted Revenue			
40303 · Grants (Misc)			10,000
40305 · HAO Fed Grant Restricted			
40304 · Young Foundation Grant			
40309 · Yeager Trust			
40312 · E.K. Jack Barnard Scholarship			
40319 · Horn Family Foundation Grant			
40321 · Child Nutrition Snack Income			
Total 40300 · Restricted Revenue	0	0	10,000
40400 · Unrestricted Revenues			
40411 · Lease Income			
Total 40411 · Lease Income	0	0	0
40401 · Food & Vending			
40403 · Staff Uniforms/Sust Mem Shirts			
40406 · Membership Dues			1,200
40407 · Program Fee			
40408 · Indiana Alliance			
40409 · Rental Income			
Total 40400 · Unrestricted Revenues	0	0	1,200
40500 · Investment Income			61,746
40503 · Interest Income			400
Total 40500 · Investment Income	0	0	62,146
Total Income	0	0	113,346
Gross Profit	0	0	113,346
Expense			
50100 · Fundraiser Expenses			
50115 · Giving Tuesday Expense			

Cliff Hagan Boys Girls Club, Inc.
2021 Budget

	2020	2020	2021
	Budget - Ohio Co. Extension	Actual - Ohio Co. Extension	Budget - Ohio Co. Extension
50104 · Special Fundraisers			
50104A · BBQ Parking			
50104 · Special Fundraisers - Other			
Total 50104 · Special Fundraisers	0	0	0
50105 · S & B Expense			
50106 · Eating Out for Kids			
50107 · Golf Expense			2,500
50107A · Golf Auction Expense			
50108 · Dec Auction Expense			
50109 · One Campaign Expense			
50114 · Men Who Cook Expense			
50115 Giving Tuesday Expense			
Total 50100 · Fundraiser Expenses	0	0	2,500
60100 · Payroll Expense			
60101 · Salaries & Wages			
60112 · P/T Unit Director			28,000
60116 · Program Aide - Ohio County			40,000
60118 · Office Assistant			
60119 · Resource Development Director			
60121 · Stipend			
60122 · Stipend - Insurance			
60123 · Program Aide - Smart Moves			
60124 · Membership Director			
60101 · Salaries & Wages - Other			
Total 60101 · Salaries & Wages	0	0	68,000
60131 · Payroll Tax Expense			4,460
60132 · Medical Insurance (Company)			
60133 · Life & Disability Ins (Company)			
60137 · Dental Insurance (Company-Pd)			
60134 · Pension			
60135 · Workers Comp			780
60136 · SUTA Expense			800
Total 60100 · Payroll Expense	0	0	74,040
70200 · Building and Equipment			
70201 · Electric			
70202 · Gas (Natural)			
70204 · Building & Grounds Supplies			500
Building Liability Tax			
70205 · Building & Grounds Care			
70206 · Building Insurance			1,140
70208 · Equipment Maintenance			
Lease/Rent			
70209 · Custodial Services			
70210 · Maintenance Fund			
Total 70200 · Building and Equipment	0	0	1,640
80100 · Program Expenses			
80126 · Teens			
80124 · Ag. Supplies			
80125 · Girl Supplies/programs			
80101 · Program Supplies			5,000
80102 · Special Group Activities			
80103 · Sports Leagues & Camps			
80107 · Gifts & Prizes			
80108 · Food & Vending Supplies			
80109 · First Aid			250
80110 · Gas & Oil - Van			
80112 · Van Repair & Licences			

Cliff Hagan Boys Girls Club, Inc.
2021 Budget

	2020	2020	2021
	Budget - Ohio Co. Extension	Actual - Ohio Co. Extension	Budget - Ohio Co. Extension
80113 · Vehicle Insurance			
80114 · POV Mileage Reimbursement			
80117 · Service Charges			500
80120 · Program Supplies - Smart Moves			
80122 · Child Nutrition Snack Program			
80123 · Child Nutrition Non-food Snack			
80100 · Program Expenses - Other			
Total 80100 · Program Expenses	0	0	5,750
90100 · General & Administrative Exp			
90101 · Office Supplies & Expense			1,800
90102 · Telephone			300
90103 · Postage			250
90104 · Printing and Reproduction			500
90105 · Subscriptions & Advertising			
90106 · Audit			864
90107 · Organizational Dues - Kentucky Alliance			1,200
90108 · National Dues			350
90109 · Staff Inservice Training (CPR)			250
90110 · Staff Uniforms/Sust Mem Shirts			250
90111 · Board Member Liability Insur.			180
90112 · Conferences & Meetings			250
90113 · Banquets & Awards			500
90114 · Back Ground Checks			250
90115 · Bank Service Charges			
90117 · Service Charge			
90119 · Computers & Internet			6,000
90120 · Administrative Fee - CHBGC			6,472
Total 90100 · General & Administrative Exp	0	0	19,416
90200 · Grant Expense			10,000
90208 · Misc. Grant Expense			
Total 90200 · Grant Expense	0	0	10,000
Total Expense	0	0	113,346
Net Ordinary Income	0	0	0
Other Income/Expense			
Other Expense			
90400 · Interest Expense			
90403 · Loan Interest & Payments			
Total 90400 · Interest Expense	0	0	0
90501 · Equipment Purchases			
Total Other Expense	0	0	0
Net Other Income	0	0	0
Net Income	0	0	0



Our Mission:

To offer Freedom to those struggling with, and bound by addiction, by leading them to a relationship with Jesus Christ. Guiding them through the 12 steps of recovery, and arming them with the tools they need to sustain a relationship with God, their sobriety, and be a contributing member of their families and society.

Fathers House is a 501c3 Non Profit Organization.

The Program is a Faith Based Long Term (18 month) Recovery Program, 8 to 12 months (in house) with 6-10 months (out of house) depending on the individual and their progress.

Once they transition to "out of the house" they will still be held accountable by being required to keep their full time job, attend meetings, be screened for drugs, ect..

In the beginning of the program, we will house 20 to 25 men. Once the other buildings are renovated, we will be able to house. 30 -40

In keeping the best interest of the house as a whole, the guys will be interviewed b4 being excepted into the program, weather they come by the courts, or by walk in..

The program is extremely structured, holding a full time job, Attending Church services, Classes, and Bible Studies every afternoon, along with house chores, working the 12 steps & random drug screenings, are some of the requirements & responsibilities they will have.

They will be required to pay weekly rent, this rent is what funds 90 -95% of the operating cost for the program, the rest will come from Fundraisers, Partners, and Donations. Ect...

Our Plan is to eventually offer services to help the family's of Addicts Also.. To possibly make a real difference in breaking the Generational chains of addiction..

Once the program is sustaining itself, and funding allows, we intend to find a location in the county for a Women's Facility.

We Believe with all our heart, that God gave us this assignment, for a facility that offers Hope to the hopeless, a place were they can find freedom from, the death grip of addiction.

A place, and opportunity to find a real relationship With Jesus Christ, and a New Life.

A place that will be a beacon of Hope for our Community.

FATHERS HOUSE RECOVERY CENTER

Mike, and Jeniffer Tichenor 270-256-3305

BEAVER DAM BUILDING CONSTRUCTION

**202 SOUTH MAIN STREET
BEAVER DAM, KY 42320
270-274-9605**

**OHIO COUNTY FISCAL COURT
OHIO COUNTY REGIONAL FIRE TRAINING FACILITY**

RENOVATION QUOTE

Repair damaged block, wood, and top band on roof

Replace damaged wood on stairway band board

Paint the entire exterior of building, including doors

No roof decking will be replaced

Total Project Cost: \$22,420.00