

Ohio County Fiscal Court
February 22, 2022 5:00 PM
Ohio County Community Center
Hartford, KY

Attendance Taken at 5:00 PM:

Present Board Members:
David Johnston
Larry Keown
Larry Morphew
Sam Small
Jason Bullock
Joe Barnes

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

II. Approve February 8, 2022 Minutes

Motion Passed: Approved February 8, 2022 Minutes passed with a motion by Sam Small and a second by Joe Barnes.

6 Yeas - 0 Nays.

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

III. Bills, Claims, Payments and Transfers

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

6 Yeas - 0 Nays.

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

IV. Amendment to Ankle Monitor Contract

Motion Passed: Approved to amend the Ankle Monitor Contract to include new variety of monitors which will track alcohol consumption, authorize Judge to sign all corresponding documentation passed with a motion by Larry Morphew and a second by Joe Barnes.

6 Yeas - 0 Nays.

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

V. Senior Center Personnel

Motion Passed: Approved senior center status change for Judele Stone full time Clerk from Clerk 2 at \$13.19 per hour to Clerk 3 at \$14.00 per hour effective 02/20/2022 passed with a motion by David Johnston.

6 Yeas - 0 Nays.

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

VI. Custodial Personnel

Motion Passed: Approved custodial personnel status change for Joshua Peach, Full Custodian from Level 1 at \$11.48 per hour to Level 2 at 11.88 per hour effective 02/20/2022 (6 months) passed with a motion by David Johnston.

6 Yeas - 0 Nays.

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

VII. Senior Center

Motion Passed: Approved senior center new hire of Lori Andrews as full time Van Driver (ARPA) at \$10.23 per hour effective 02/26/2022 passed with a motion by David Johnston.

6 Yeas - 0 Nays.

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

VIII. Setting Salaries for Elected Officials

Discussion:

Committee being Larry Keown, Jason Bullock and Anne Melton will review the suggested wages and bring back to the court.

IX. Ordinance 2022-3 Interlocal Jail Management Agreement

Motion Passed: Approved the second reading of Ordinance 2022-3 Interlocal Jail Management Agreement passed with a motion by Sam Small and a second by Larry Keown.

6 Yeas - 0 Nays.

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

X. City Of Fordsville Truck Bid

Motion Passed: Approved truck bid from Moore Ford for a used 2019 RAM 2500 Vin: 3C6UR5CJXKG518535 with 8,288 miles in the amount of \$49,999.00 for the City of Fordsville, authorizing the county Treasurer to write the check(s). Two bids were received passed with a motion by Larry Keown and a second by Larry Morphew.

6 Yeas - 0 Nays.

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

Jason Bullock	Yes
Joe Barnes	Yes

XI. City of Fordsville Truck Bid

Motion Passed: Approved to withdrawal the previous motion stated as follows (Approved truck bid from Moore Ford for a used 2019 RAM 2500 Vin: 3C6UR5CJXKG518535 with 8,288 miles in the amount of \$49,999.00 for the City of Fordsville, authorizing the county Treasurer to write the check(s). Two bids were received) passed with a motion by Larry Keown and a second by Jason Bullock.

6 Yeas - 0 Nays.

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

XII. Road Department Truck Bid

Motion Passed: Approved truck bid from Moore Ford for a 2022 F250 4x4 crew cab pickup/160 in the amount of \$54,924.84 authorizing the Treasurer to write the check(s). Two bids were received passed with a motion by Larry Keown and a second by Jason Bullock.

6 Yeas - 0 Nays.

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

XIII. City of Fordsville Truck Bid

Motion Passed: Approved truck bid from Moore Ford for a used 2019 RAM 2500 Vin: 3C6UR5CJXKG518535 with 8,288 miles in the amount of \$49,999.00 for the City of Fordsville, authorizing the county Treasurer to write the check(s). Two bids were received passed with a motion by Larry Keown and a second by Sam Small.

6 Yeas - 0 Nays.

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

XIV. Waterline Extension

Motion Passed: Approved to add Union Hill Road to the waterline list for an extension. Item will be re-evaluated by priority once building begins passed with a motion by Larry Morphew and a second by Larry Keown.

6 Yeas - 0 Nays.

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

XV. Friendship Rd Waterline

Motion Passed: Approved to add extension of Friendship Road to the Waterline Priority List passed with a motion by Larry Keown and a second by Joe Barnes.

6 Yeas - 0 Nays.

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

XVI. Employee Back Pay for Wage Scale

Motion Passed: Approved to back pay employees who were not brought up to Wage Scale recommendations presented and passed by the Fiscal Court at the September 14, 2021 Fiscal Court Meeting passed with a motion by Joe Barnes and a second by Larry Morpew.

6 Yeas - 0 Nays.

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

XVII. Golf Course Payroll Budget

Motion Passed: Approved to transfer \$15,000.00 into the Golf Payroll account from reserves to keep department's payroll functional to complete the end of the Fiscal Year passed with a motion by Larry Keown and a second by Joe Barnes.

6 Yeas - 0 Nays.

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

XVIII. Committee Reports

XIX. Steel Toed Boots Funds

Motion Passed: Approved to raise the steel toed boot allowance for those employees/departments required to wear them from \$100.00 to \$150.00 per person passed with a motion by Larry Morpew and a second by Larry Keown.

6 Yeas - 0 Nays.

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

XX. Magistrate's Comments and Requests


XX.A. District 1 - Magistrate Sam Small
XX.B. District 2 - Magistrate Jason Bullock
XX.C. District 3 - Magistrate Joe Barnes
XX.D. District 4 - Magistrate Larry Keown
XX.E. District 5 - Magistrate Larry Morpew

XXI. Citizen's Comments

XXII. 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 Morpew</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>February 22, 2022 5:00pm</div> <div><div>1. Call to Order – Judge Executive David Johnston Prayer and Pledge to the Flag</div><div>2. February 8, 2022 Minutes</div><div>3. Bills, Claims, Payments and Transfers</div><div>4. Amendment to Ankle Monitor Contract</div><div>5. Senior Center Personnel</div><div>6. Animal Shelter Personnel</div><div>7. Setting Salaries for Elected Officials</div><div>8. Waterline Extension</div><div>9. Committee Reports</div><div>10. Magistrates Comments</div><div>11. Coronavirus Update</div><div>12. Adjournment</div></div>					

ADDENDUM NO. 1

TO THE
ELECTRIC MONITORING SERVICE AGREEMENT
AGREEMENT NO. 111320MV1 ("Agreement")
BETWEEN
BI INCORPORATED ("BI")
AND
OHIO COUNTY FISCAL COURT ("Agency")

This Addendum is entered into by and between "Agency" and BI.

In consideration of the promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, desiring to be legally bound, hereby agree as follows:

Add TAD to their EM Contract 120921KL1:

A. TAD UNIT TERMS AND CHARGES:

Service Type – Standard

TAD ALCOHOL ONLY CHARGES:

TAD Monitoring Unit Rental Charge:	\$4.35	per Unit per day from BI inventory.
TAD Alcohol Only Monitoring Service Charge:	\$2.00	per Unit per Active Day.
Total TAD Alcohol Only Charge:	\$6.35	per Unit per day.

TAD WITH RF CHARGES:

TAD Monitoring Unit Rental Charge:	\$4.35	per Unit per day from BI inventory.
TAD with RF Monitoring Service Charge:	\$2.00	per Unit per Active Day.
Total TAD with RF Charge:	\$6.35	per Unit per day.

TAD PLUS CELLULAR – ALCOHOL ONLY CHARGES:

TAD Monitoring Unit Rental Charge:	\$4.35	per Unit per day from BI inventory.
TAD Cellular HomeBase Unit Rental Surcharge:	\$1.35	per Unit per day from BI inventory.
TAD Alcohol Only Monitoring Unit Service Charge:	\$2.00	per Unit per Active Day.
Total TAD Plus Cellular – Alcohol Only Charge:	\$7.70	per Unit per day.

TAD PLUS CELLULAR - WITH RF MONITORING CHARGES:

TAD Monitoring Unit Rental Charge:	\$4.35	per Unit per day from BI inventory.
TAD Cellular HomeBase Unit Rental Surcharge:	\$1.35	per Unit per day from BI inventory.
TAD with RF Monitoring Service Charge:	\$2.00	per Unit per Active Day.
Total TAD Plus Cellular – with RF Monitoring Charge:	\$7.70	per Unit per day.

ADDITIONAL SERVICES:

1. **TAD Unit No-charge Spare(s):** Each month during the Term, Agency is entitled to keep up to, but not to exceed, one (1) inactive TAD unit(s) at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD units in excess of the one (1) spare(s) allowance, Agency will incur a \$4.35 charge per unit per day.

- 2. **No TAD Unit Loss or Damage:** Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Units. Replacement costs for TAD Units are the following: TAD Unit - \$1,300.00 each; HomeBase (non-cellular) - \$1,300.00 each. TAD Ankle Unit and HomeBase (non-cellular) = TAD Complete Unit.
- 3. **TAD Cellular HomeBase No-charge Spare(s):** Each month during the Term, Agency is entitled to keep up to, but not to exceed, one (1) inactive TAD Cellular HomeBase at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Cellular HomeBase in excess of the one (1) spare allowance, Agency will incur a \$1.35 charge per unit per day.
- 4. **No TAD Cellular HomeBase Loss or Damage:** Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Cellular HomeBases. Replacement cost for the TAD Cellular HomeBase is \$1,600.00 each.
- 5. **Additional Supplies:** Fiber optic strap \$30.00.
- 6. **Reasonable Supplies:** BI will provide reasonable supplies for supply items excluding the fiber optic strap.

Capitalized terms used herein, and not otherwise defined, shall have the meaning set forth in the Agreement. All other terms and conditions of the Agreement, except as expressly amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, Agency and BI have executed this Addendum by their duly authorized representatives, as of the latest date set forth below.

BI INCORPORATED

Signature
Danna Coapland
Printed Name
VP, Finance
Printed Title

Date

OHIO COUNTY FISCAL COURT

David Johnston
Signature
David Johnston
Printed Name
Judge Executive
Printed Title
February 25, 2022
Date

ORDINANCE 2022-3

**GREEN RIVER REGIONAL DETENTION CENTER
MANAGEMENT AGREEMENT**

This Management Agreement (the "Agreement"), made and entered into this 8th day of February, 2022 by and between GREEN RIVER REGIONAL DETENTION CENTER (the "Authority"), party of the first part and the Participant Counties (as hereinafter defined) as parties of the second part.

WITNESSETH:

WHEREAS, each County of the Participant Counties has agreed in principle to share in the costs of constructing, acquiring, installing, maintaining, operating and financing a regional detention facility (the "Facility") to be located in Ohio County on a site to be determined by the Counties (which the Counties may later agree to be located in a different county); and

WHEREAS, it is deemed advisable that the parties enter into this Management Agreement to provide for the construction, acquisition, installation, maintenance, operation and financing of the Facility, to set out the respective responsibilities of each County with respect thereto, and to establish certain procedures for the continuing operation of the Facility for the benefit of the Counties,

NOW, THEREFORE, in consideration of the mutual premises and covenants contained herein, the parties hereto do hereby agree as follows.

SECTION 1

CONTINGENCY

The construction of any possible jail and/or detention center agreement is contingent upon appropriate approval of each Fiscal Court as to the funding of same. The parties by signing this Agreement are not binding themselves to the construction, funding and/or payments until subsequent approval by all the Participant Counties hereto. This Agreement sets out the terms the parties would be bound by if subsequent approval is given by each and every Fiscal Court of Ohio, Butler and Edmonson County.

SECTION 2

DEFINITIONS AND APPLICABILITY OF DEFINITIONS

After the effective date of this Agreement, the following definitions will apply:

"Administrator" means the person or persons appointed by the Board to administer the Facility. The Administrator will supervise and administer the Facility, train and supervise staff employed to work at the Facility and the Facility site and be responsible for the overall management of the Facility, including the collecting and expenditure of all funds for the Facility pursuant to a budget approved by the Board.

"Authority" means the Green River Regional Detention Center established pursuant to this Management Agreement adopted by the counties of Ohio, Butler and Edmonson.

"Authorized Signatory" means an individual or individuals designated by the Board to sign any and all legal documents, checks and disbursements on behalf of the Authority/Green River Regional Detention Center.

"Beds" means the total number of inmates that can be housed in the Facility as determined by Corrections.

"Board" means the Board of the Green River Regional Detention Center.

"Bonds" means any notes, bonds or other debt instruments incurred directly or through a lease back arrangement for which the net proceeds thereof are used to finance the Facility and for which the Public Facilities Corporation and/or Green River Regional Detention Center is responsible for meeting the scheduled principal, interest and any other costs thereon.

"Budget" means an annual budget of the Board, of each Fiscal Year that sets forth the planned revenues and expenses for operation of the Facility for the next Fiscal Year.

"Corrections" means the Kentucky Department of Corrections.

"County Prisoner" means any Participant County prisoner being housed at the Facility.

"Debt Service" means the principal, interest, bank charges and any other fees or expenses payable each year that are associated with the financing cost of the Facility.

"Depository" means any bank or trust company in which moneys of the Green River Regional Detention Center are deposited and then dispensed therefrom.

"Extraordinary Expenses" means expenses as determined by the Board that are usually incurred for a Participating County's inmates that may not be considered as normal and customary charges or expenses for operation of the Facility. Such expenses may include, but are not limited to, medical or legal expenses incurred for the benefit of a County Participant inmate, major building repairs and replacements that are required in order that the Facility continues to meet all federal, state and local health and safety codes, and an assessment to each County Participant in order that the Minimal Operation Reserve Fund is at or exceeds its required level of funding.

"Facility" any facility grounds and/or building(s) maintained and managed by the Green River Regional Detention Center and built pursuant to this agreement.

"Fiscal Year" means the time beginning July 1 and ending June 30 of the next year.

"Fiscal Year Quarter" means July 1 through September 30; October 1 through December 31; January 1 through March 30; and April 1 through June 30.

"Funds and Accounts" means collectively, all funds and accounts established from time to time by the Board that are used to account for all revenues and expenditures of the Authority.

"Initial Operation Reserve Fund Amount" means the amount, which shall be deposited with the Green River Regional Detention Center's Bank prior to the Facility Begin Date or such other amount as may be established by the Board.

"Minimal Operation Reserve Fund" means that amount that may be established by the Board with approval of each Fiscal Court.

"Operation Expenses" means the expenses incurred by the Authority as are necessary to operate and maintain the Facility. Such expenses shall include but are not limited to insurance premiums, debt service on the Facility, utility service, personnel costs, building maintenance and repair costs, food costs, janitorial service and all other costs which neither increase the permanent value of the Facility nor extend the life of the Facility.

"Operation Reserve Fund" means the Operation Reserve Fund established by the Board for the purpose of paying the expenses of operating the Facility until revenues are generated from the Facility's operations that can meet the expenses of the Facility and that will also serve as a cash reserve to meet unexpected expenses or revenue downturns that have not been budgeted of the Facility. If additional counties other than Ohio, Butler and Edmonson counties adopt and become a County Participant, then those additional counties must contribute the same Initial Operation Reserve Fund Amount to the Operation Reserve Fund as Ohio, Butler and Edmonson counties will contribute.

"Other County Bed Rate" means the cost per day established by the Board for the holding of Other County Prisoners.

"Other County Prisoners" means prisoners housed at the Facility for any county, city or other unit of government other than State Prisoners or Participant Prisoners.

"Participant County" means the Counties of Ohio, Edmonson and Butler and any other county that joins as authorized by unanimous approval of all the Participant Counties at that time.

"Participant Prisoners" means prisoners housed at the Facility for any Participant County.

"Permitted Investments" means those investments permitted pursuant to Kentucky Revised Statutes 64.480.

"Facility Begin Date" means the date on which the Facility is licensed to operate as a detention facility by Corrections and approved by the Board for the housing of prisoners.

"State Prisoner Revenue" means the amount each Fiscal Year determined by multiplying the State Prisoners housed each day at the Facility times the State Prisoner Bed Rate.

"State Prisoners" means prisoners housed at the Facility for the state Department of Corrections.

SECTION 3

EFFECTIVE DATE AND DURATION

(1) This Agreement shall be effective from and after the approval of each Participant County's Fiscal Court and its execution by each County Judge Executive.

(2) This Agreement shall be perpetual in duration and shall continue in full force and effect from and after its effective date unless terminated by the parties in accordance with the provisions of this Agreement.

SECTION 4

AUTHORITY TO BE GOVERNED BY ITS BOARD

The Authority shall constitute a public body corporate and politic, exercising public and essential governmental functions, and having all the necessary powers and convenient to carry out and effectuate the purposes and provisions of KRS Chapter 441, including, but not limited to, all the powers noted in KRS 441.800.

The number of members of the Board of the Authority, their terms and qualifications, shall be established by the Participant Counties. Specifically, the Green River Regional Detention Center shall be composed of seven (7) members appointed by the county judge executive and upon approval of the Fiscal Court of the respective counties within the authority and the jailer of the county where the regional detention center is located as noted below. The county judge executive of the most populous county shall appoint three (3) members to the Authority, and the remainder of the county judge executives shall each appoint two (2) members. Members of the authority shall serve four (4) year terms, except that one (1) of each county judge executive's original appointees shall serve a two (2) year term. Members of the authority shall not be compensated for their service but may be reimbursed for expenses actually incurred.

The Board shall manage the fiscal affairs of the Authority and shall adopt rules and regulations governing the operations of the Facility.

As soon as practicable after the close of each Fiscal Year, the Board shall cause an audit to be performed of all funds of the Authority/Green River Regional Detention Center by a certified public accountant. The audit upon completion shall be sent by certified mail to each Participant County's judge executive.

SECTION 5

INITIAL ACTIONS

The initial actions of the Board, upon establishment as noted above, may take any action necessary to begin the process of making application with the Commonwealth of Kentucky for the possible construction of a regional detention center. The funding of the actions of the Board are within the discretion of the Participant Counties with the Participating Counties agreeing to pay the costs reasonably requested by the Board. The allocation of costs associated with the actions in this Section 5 shall be fifty percent (50%) to Ohio County, twenty-five percent (25%) to Butler County and twenty-five percent (25%)

to Edmonson County. The anticipated costs include, but are not limited to, architect fees, study and acquisition costs for real estate, consultant fees, feasibility study fees and any other fees normally associated with the possible construction of a jail and/or detention center.

SECTION 6

ESTABLISHMENT OF FACILITY

(1) This Agreement shall constitute the agreement in accordance with which the Facility shall be acquired, constructed, financed, utilized, operated, managed, maintained and governed.

(2) If funded by the Participant Counties, the Board shall cause the Facility to be constructed, acquired and installed in conformity with the plans and specifications prepared by the entity retained by the Board. The Facility shall be owned by the Participant Counties or as a Public Properties Corporation and the bonds issued in accordance with same unless subsequent agreements are entered into finding that the construction would be best served by different ownership.

SECTION 7

USE AND OPERATION OF FACILITY

(1) If funded and upon completion of construction, acquisition and installation of the Facility, each County shall use the Facility as its primary jail, detention and correctional facility. No County shall acquire, construct, lease or otherwise contract for the use or operation of any jail, detention or correctional facility (other than a juvenile detention facility) serving such County, other than the Facility, without the prior written consent of the other Counties, and if the Revenue Bonds are outstanding, the prior written consent of any Public Properties Corporation established to own the property.

(2) The Participant Counties herein create, a regional detention center authority (the "Green River Regional Detention Center") pursuant to and in accordance with KRS 441.800 through 441.820, inclusive, and this management agreement includes, among other things, (a) an operating, repair and maintenance budget for the Facility that shall be effective for the remainder of the fiscal year ending on the June 30th immediately following the initial date of occupancy of the Facility, the revenues of which operating, repair and maintenance budget shall include the financial responsibility of each County for payment of the Facility's operating, repair and maintenance budget for the remainder of such initial fiscal year, (b) provisions pursuant to which a similar operating, repair and maintenance budget shall be established prior to the beginning of each subsequent fiscal year after the initial fiscal year and (c) a formula to determine the financial contribution that each of the Counties shall make for to pay the costs of operation, repair and maintenance of the Facility as adjusted every three (3) years (each such financial contribution hereinafter referred to as a "County Contribution"). The County Contribution for each County is initially set at fifty percent (50%) Ohio County, twenty-five percent (25%) Butler County and twenty five percent (25%) Edmonson County. The formula to be used every three years in determining the cost allocation shall be the Green River Regional Jail inmate population of each county in relation to the other counties. The Board of the Green River Regional Detention Center every three (3) years in accordance with the formula set forth by the

Fiscal Courts is to determine the net financial responsibility of each County for payment of the Facility's operating, repair and maintenance expenses each County shall be entitled to take into account its allocation from the Commonwealth, its proportionate share in the state prisoner revenue and other revenue of the Facility. Each annual operating, repair and maintenance budget shall contain the customary and normal line-item categories used in jail operations and any additional line-items which occur or which might be desirable for the Facility.

(3) The initial County Contribution of each County and prior to occupancy of the Facility, in order to fund the initial operating, repair and maintenance budget, each such County shall pay, either in whole or in periodic installments as determined by the Board, its County Contribution, as the Operating Costs Allowance, to the Board for deposit into the Building Operation, Repair and Maintenance Fund held by the Board. For each twelve-month fiscal year thereafter while the Bonds are outstanding, the Board shall provide that upon determination of the County Contribution of each County for such fiscal year, in order to fund the operating, repair and maintenance budget for such fiscal year, each such County shall pay, either in whole or in periodic installments at the start of or during such fiscal year, its County Contribution as calculated for such fiscal year (readjustments to be made every three (3) years), to the Board for deposit into the Building Operation, Repair and Maintenance Fund held by the Board.

(4) During the first fiscal year of the Facility's operation, the financial responsibility of each County for payment of the Facility's budget shall be fifty percent (50%) to Ohio County, twenty-five percent (25%) to Butler County and twenty-five percent (25%) to Edmonson County (its "Initial Contribution") and each County hereby agrees to appropriate and pay its respective Initial Contribution, except as hereinafter provided, no later than the date of initial occupancy.

(5) Thereafter, during the annual budget process engaged in by each County prior to the end of a fiscal year (June 30) with respect to the ensuing fiscal year, each County agrees that it shall budget to the Green River Regional Detention Center its respective County Contribution for such subsequent fiscal year no later than the first day of such subsequent fiscal year. Each County may elect to pay its County Contribution in quarterly installments payable on the first business day of each fiscal quarter, provided that such County gives written notice of such election to the Green River Regional Detention Center and each of the other Counties no later than (fifteen (15)) days prior to the commencement of such subsequent fiscal year; and provided further that such fifteen (15) day period may be shortened with the consent of the Green River Regional Detention Center and each of such other Counties.

SECTION 8

ADMINISTRATION OF FACILITY

(1) The Facility shall be managed and administered by the Board of the Green River Regional Detention Center created pursuant to and in accordance with KRS 441.800 through 441.820, inclusive. The Green River Regional Detention Center Board may establish bylaws for procedural purposes, however, the Green River Regional Detention Center may act only by vote of a majority of its Board.

(2) The Board of the Green River Regional Detention Center shall appoint and employ an Administrator to serve as the chief operating officer of the Facility. Such officer shall select from among his/her staff a person to serve in the capacity of deputy chief operating officer. The Administrator shall, under the supervision of the Green River Regional Detention Center, prepare each annual fiscal year's operating budget and submit such budget to the Green River Regional Detention Center Board on a date determined by the Board.

SECTION 9

FUNDS AND ACCOUNTS

(1) The Authority, at a minimum, will establish the following Funds and Accounts:

- a. Revenue Fund and within the Revenue Fund an account for each Participant County captioned as "[insert county]" Revenue Account, State Prisoners Account and an Other County Prisoners Account;
- b. Expense Fund;
- c. Operation Reserve Fund; and,
- d. Debt Service Sinking Fund.

Each of these Funds shall be maintained by the Administrator pursuant to the provisions of this Agreement. Said Funds shall be placed with the Depository designated by the Board of the Authority.

(2) Revenue Fund. The Revenue Fund shall serve as the depository for all revenue received of the Facility. All monies received from a Participant County will be deposited to that Participant County's Revenue Account. All monies received from the housing of State Prisoners will be deposited to the State Prisoners Account and all monies received from the housing of Other County Prisoners Account shall be deposited to the Other County Prisoners Account.

(3) Expense Fund. The Administrator shall transfer from time to time the amounts as necessary to meet the expenses for the Facility. The Administrator may establish accounts within the Expense Fund in order to codify expenses and maintain internal control and reporting, such as food services, and salaries and fringe benefits.

(4) Operation Reserve Fund. Prior to the Facility Begin Date, the Administrator shall collect from each County Participant the Initial Operation Reserve Fund Amount and deposit same to the Operation Reserve Fund. Any amount remaining at the end of each Fiscal Year after the payment of all expenses of the Facility and the payment of the required amounts to the Debt Service Sinking Fund and the Under Usage Credits will be transferred to the Operation Reserve Fund. If the amount on deposit in the Operation Reserve Fund is ever less than the Minimal Operation Reserve Fund, then the Administrator shall make an Extraordinary Expense assessment against each County Participant according to its Pro Rata Share.

(5) Debt Service Sinking Fund. The Administrator shall establish and maintain a Debt Service Sinking Fund for use by the Board in meeting the scheduled principal and interest payments on the Bonds. The Administrator shall maintain the Debt Service Sinking Fund pursuant to the following:

- (a) The Debt Service Sinking Fund shall be held and maintained as the primary source of payment of the principal of and interest on any Bonds. All moneys from any source at any time deposited in the Sinking Fund shall constitute Pledged Receipts for the benefit of the Owners of the Outstanding Bonds and the interest accrued.
- (b) Sums from time to time in the Debt Service Sinking Fund shall be continuously invested at the direction of the Board.
- (c) The Administrator shall transfer from the Revenue Fund the monthly sinking fund requirements so long as any Bonds are outstanding and the same shall be applied solely to the payment of the Bonds and interest thereon as they become due from time to time.

SECTION 10

PERSONNEL

The Board shall develop in accordance with the State Jail Standards a staffing plan for the Facility. The Board shall, on behalf of the Participant Counties, advertise for positions, conduct interviews, and hire all personnel for the Facility. In addition, the Board shall serve as the personnel review committee for any disputes, changes in personnel requirements or other issues as may be necessary from time to time.

SECTION 11

ADMISSION, TRANSPORTATION, MEDICAL TREATMENT FOR PRISONERS

- (1) Admission of a County Prisoner to the Facility by Participant Counties will require the appropriate paperwork as established by the Administrator. County Prisoner files containing original court documents will be maintained by the Administrator. Transporting officials must remain with the County Prisoner in the admitting area of the Facility until the County Prisoner is formally accepted by the Facility and placed in a holding unit.
- (2) Each Participant County will be responsible for making arrangement for, transporting and paying for non-emergency medical treatment of its County Prisoners. The Administrator will be responsible for assuring the prisoner receives emergency medical treatment, however it will be the responsibility for the Participant County to pay for the emergency medical treatment.
- (3) Each Participant County will be responsible for the transport of its County Prisoners to and from the Facility and to and from court or other ordered activities.

SECTION 12

WORK CREWS

Should the Facility have inmates working on various County work crews then the Facility will provide the work crews to the Participant Counties in an apportioned share that is the same as the cost allocation as noted in Section 7 above.

SECTION 13

REPORTS

The Administrator shall be responsible for the care and custody of proper books, documents and records. Said books, documents and records shall contain complete and accurate entries of all transactions associated with the Facility, the Facility and all funds established by this Agreement. Said books, documents and records shall be subject to inspection by the Board, the Participant Counties and their representatives duly authorized in writing. The books, documents and records shall be available for public inspection at reasonable times and place. The Administrator shall prepare for the Board and each Participating County a monthly report, which shall include a monthly account of all receipts and disbursements, prisoner population, and other information which may be relevant.

SECTION 14

LIABILITY

All covenants, agreements, terms and actions of the Board contained in this Agreement shall be deemed to be the covenants, agreements, terms and actions of the Board and not of any member, officer, director or employee of the Board.

(2) If any one or more of the covenants, promises, provisions or obligations provided in this Agreement should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, promises, or obligations shall be deemed severable from the remaining covenants, promises, provisions or obligations.

SECTION 15

TERMINATION OF AGREEMENT

Except as otherwise provided herein, this Agreement cannot be terminated by any party without the prior written consent of each other party, acting by and through its Fiscal Court and the prior written consent of the Green River Regional Detention Center.

SECTION 16

AMENDMENT OF AGREEMENT

This Agreement may be amended by the parties hereto only by an instrument in writing signed by each party hereto for any purpose, including without limitation, to allow a county which is not a party to this Agreement but which desires to participate with the Counties in the use of the Green River Regional Detention Center; provided, however, that while the Revenue Bonds are outstanding, no amendment shall relieve any party hereto of its obligation to make payments under this Agreement.

SECTION 17

NATURE OF AGREEMENT

The Counties agree to engage in a joint and cooperative undertaking only within the scope set out in this Agreement and do not intend to create among them any relationship of surety, indemnification or responsibilities for debts, liabilities or claims, or liabilities incurred by any party in its governmental operation, other than as specifically set out herein. Furthermore, the execution of this Agreement shall not constitute a waiver of any defense or immunity that a County would otherwise be entitled to under any applicable law.

SECTION 18

CONSTRUCTION

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

SECTION 19

SEVERABILITY

If any provision of this Agreement should be held to be in conflict with or violative of any applicable statute, constitutional provision, law or regulation, or should be held by a court of competent jurisdiction to be unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining portions of this Agreement.

SECTION 20


EXECUTION

This Agreement may be executed in any number of counterparts, and each such counterpart shall constitute an original and all such counterparts shall constitute one and the same instrument. Each County represents and warrants to the others that this Agreement has been duly authorized by Ordinance duly adopted by its Fiscal Court and in full force and effect according to law.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first written above.

OHIO COUNTY FISCAL COURT

BY:


DAVID JOHNSTON
OHIO COUNTY JUDGE EXECUTIVE

BUTLER COUNTY FISCAL COURT

BY:

TIMOTHY FLENER
BUTLER COUNTY JUDGE EXECUTIVE

EDMONSON COUNTY FISICAL COURT

BY: _____
WILL CANNON
EDMONSON COUNTY JUDGE EXECUTIVE

GREEN RIVER REGIONAL DETENTION
CENTER

By: _____
Its: CHAIRPERSON

COMMONWEALTH OF KENTUCKY
COUNTY OF OHIO

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by David Johnston, Ohio
County Judge-Executive, on behalf of the Ohio County Fiscal Court 22 day of
February, 2022.

Melinda Funk
NOTARY PUBLIC-STATE AT LARGE
My commission expires: 07-25-23
Notary ID: 618188



COMMONWEALTH OF KENTUCKY
COUNTY OF OHIO

SUBCRIBED, SWORN TO AND ACKNOLEDGED before me Timothy Flener, Butler
County Judge Executive, on behalf of the Butler County Fiscal Court this ___ day of
_____, 2022.

NOTARY PUBLIC-STATE AT LARGE
My commission expires: _____
Notary ID: _____

COMMONWEALTH OF KENTUCKY

COUNTY OF OHIO

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me Will, Edmonson County
Judge Executive, on behalf of the Edmonson County Fiscal Court this __ day of
_____, 2022.

NOTARY PUBLIC-STATE AT LARGE

My commission expires: _____

Notary ID: _____

COMMONWEALTH OF KENTUCKY

COUNTY OF OHIO

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by _____
_____, Chairperson, on behalf of the Ohio-Butler-Edmonson County Green River
Regional Detention Center __ day of _____, 2022.

NOTARY PUBLIC-STATE AT LARGE

My commission expires: _____

Notary ID: _____



Eric Hickman, P.E.
General Manager
ehickman@ocwdky.org

OHIO COUNTY WATER DISTRICT
124 East Washington Street
P.O. Box 207
Hartford, KY 42347

Phone: 270-298-7704
Fax: 270-298-9890
www.ocwdky.org

TO: OHIO COUNTY FISCAL COURT

DATE: February 12, 2022

INVOICE OR ESTIMATE: Estimate

PROJECT NAME: Union Hill Rd Waterline Extension


Item No	Description	QTY	Unit	Unit Price	Line Total
1	Mobilization	1	LS	\$ -	\$ -
2	4-inch PVC SDR 21 Waterline	4,000	LF	\$ 4.44	\$ 17,760.00
3	4-inch PVC SDR 21 Waterline Install	4000	LF	\$ 6.90	\$ 27,600.00
4	6" x 4" Tapping Saddle and Gate Valve Install	1	LF	\$ 1,200.00	\$ 1,200.00
5	Tracer Wire	4000	LF	\$ 0.18	\$ 720.00
6	6-inch Gate Valve	1	EA	\$ 900.00	\$ 900.00
7	4-inch Gate Valve	2	EA	\$ 600.00	\$ 1,200.00
8	Flushing Station	1	EA	\$ 1,500.00	\$ 1,500.00
9	Valve Box	3	EA	\$ 145.00	\$ 435.00
10					\$ -
11					\$ -
12					\$ -
13					\$ -
14					\$ -
15					\$ -
16					\$ -
17					\$ -
18					\$ -
19					\$ -
20					\$ -
TOTAL ESTIMATED CONSTRUCTION COST					\$ 51,315.00
ENGINEERING DESIGN SERVICES, KDOW APPROVAL, KYTC ENCROACHMENT					\$ 3,500.00
SURVEY & EASEMENTS					\$ -
TOTAL					\$ 54,815.00

PREPARED BY ERIC HICKMAN, P.E.

SIGNED: _____ DATE: _____

2/22/22, 9:54 AM

Preview Order O18C - W2B 4x4 Crew Cab SRW



Preview Order O18C - W2B 4x4 Crew Cab SRW: Order Summary Time of Preview: 02/22/2022 09:54:39

Dealership Name: Moore Ford

Sales Code : F47038

Dealer Rep.	trevor wilson	Type	Retail	Vehicle Line	Superduty	Order Code	O18C
Customer Name	X XXXXX	Priority Code	19	Model Year	2022	Price Level	250

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F250 4X4 CREW CAB PICKUP/160	\$43885	JOB #1 ORDER	\$0
160 INCH WHEELBASE	\$0	TRAILER TOWING PACKAGE	\$0
OXFORD WHITE	\$0	CV LOT MANAGEMENT	\$0
VINYL 40/20/40 SEATS	\$0	PLATFORM RUNNING BOARDS	\$445
MEDIUM EARTH GRAY	\$0	10000# GVWR PACKAGE	\$0
PREFERRED EQUIPMENT PKG.600A	\$0	50 STATE EMISSIONS	\$0
.XL TRIM	\$0	SPARE TIRE AND WHEEL	\$0
AIR CONDITIONING -- CFC FREE	\$0	JACK	\$0
.AM/FM STEREO MP3/CLK	\$0	TAILGATE STEP	\$375
6.7L POWER STROKE V8 DIESEL	\$10495	TOUGH BED SPRAY IN BEDLINER	\$595
10-SPEED AUTOMATIC	\$0	FUEL CHARGE	\$0
LT245/75R17E BSW ALL-TERRAIN	\$165	PRICED DORA	\$0
3.31 ELECTRONIC-LOCKING AXLE	\$390	DESTINATION & DELIVERY	\$1695
TOTAL BASE AND OPTIONS			MSRP
DISCOUNTS			\$58045
TOTAL			NA
			\$58045

Customer Name:

Customer Address:

Customer Email:

Customer Phone:

Customer Signature

Date

This order has not been submitted to the order bank.

This is not an invoice.

ordered 2022 F250
Ohio Co. Fiscal Court
Moore Ford
1201 S. MAIN St.
Hartford, Ky 42347

54,924.84 OTR
Gary Kirk G.M.
2/22/2022

Buyer:		Co Buyer:		Deal #: 38775	
KY				Deal Date: 02/16/2022	
Home #:		Home #:		Print Time: 11:01am	
Work #:		Work #:		Salesperson:	
Vehicle					
New <input type="checkbox"/>		Stock #:	Description:	VIN:	Mileage:
Used <input checked="" type="checkbox"/>		FK9152	2019 RAM 2500	3C6UR5CJXKG518535	8,288
Demo <input type="checkbox"/>					
Trade					
			Option 1: (retail)		
			Down Payment		
Total Rebates: \$ 0.00					
Sale Price: \$ 49,999.00					
Total Financed Aftermarkets: \$ 0.00					
Total Trade Allowance: \$ 0.00					
Trade Difference: \$ 49,999.00					
Total Taxes, Fees, & License: \$ 0.00					
Total Cash Price: \$ 49,999.00					
Total Trade Payoff: \$ 0.00					
Delivered Price: \$ 49,999.00					
Cash Down Payment + Deposit: \$ 0.00					
Unpaid Balance: \$ 49,999.00					

Signature: _____

Buyer:		Co Buyer:		Deal #: 38775	
KY				Deal Date: 02/16/2022	
Home #:		Home #:		Print Time: 11:02am	
Work #:		Work #:		Salesperson:	
New <input type="checkbox"/>		Vehicle			
Used <input checked="" type="checkbox"/>		Stock #:		Description:	
Demo <input type="checkbox"/>		FK9152		2019 RAM 2500	
				VIN:	
				3C6UR5CJXKG518535	
				Mileage:	
				8,288	
Trade					
		Option 1: (retail)			
		Down Payment			
Total Rebates:		\$		0.00	
Sale Price:		\$		49,999.00	
Total Financed Aftermarkets:		\$		0.00	
Total Trade Allowance:		\$		0.00	
Trade Difference:		\$		49,999.00	
Total Taxes, Fees, & License:		\$		56.00	
Total Cash Price:		\$		50,055.00	
Total Trade Payoff:		\$		0.00	
Delivered Price:		\$		50,055.00	
Cash Down Payment + Deposit:		\$		0.00	
Unpaid Balance:		\$		50,055.00	

Signature: _____

5449 A Scottsville Road Bowling Green, KY 42104 270-746-0760

MARTIN AUTO MART

Return to Inventory List

2019 RAM 2500 Tradesman 4x4 Crew Cab 6'4" Box

Retail \$56,785

Savings \$56,785

Color: White

Interior: Select

Interior Color: Select

Drive Train: Select

Transmission: Select

Cylinders: 6

Vin: 3C8URSCJ8D62828

Engine: 6.4L Heavy Duty V8 HEMI w/MDS

Mileage: 7,154

Stock #: 9360

Fuel Economy: City 19/hwy 25

Estimated By EPA - Actual Mileage May Vary

PHOTOS COMING SOON!

Inquiry

Make Offer

Financing

Text Us Now

Dealership Information

Martin Auto Mart

Thomas or Robert Howroyd

5449 A Scottsville Road

Bowling Green, KY 42104

270-746-0760

Share to Social Media

Vehicle History Report

SHOW ME THE CARFAX

Personal Vehicle

Vehicle Details

Visit Martin Auto Mart online at <http://www.MartinAutoMart.com> to see more pictures of this vehicle or call us at 270-746-0760 to schedule your test drive today. As of November 6, 2015, some of our cars and trucks are still under factory warranty! if they are not under factory warranty, and they are eligible, we can put a GWC Powertrain plus warranty or a ProGuard warranty on them. GWC and ProGuard warranties are a nationwide warranty, and lets you drive worry-free for 24 Months or 26,500 miles which ever comes first!! Come on in and see us today or give us a call!! We have the cheapest cars in Bowling green KY.

Vehicle Options

Make Offer

CarStory®

Send to a friend

Printable Brochure

Payment Calculator

Loan Amount (\$):

56785.00

Down Payment (\$):

1000

Inquiry

First Name: *

Last Name: *

Text Us

1/2

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