

Ohio County Fiscal Court
April 26, 2022 5:00 PM
Ohio County Community Center
Hartford, KY

Attendance Taken at 11:48 AM:

Present Board Members:

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

I. Call to Order Judge Executive David Johnston

I.A. Prayer and Pledge to American Flag

II. Approve April 12, 2022 Minutes

Motion Passed: Approved April 12, 2022 Minutes passed with a motion by Jason Bullock and a second by Sam Small.

6 Yeas - 0 Nays.

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

6 Yeas - 0 Nays.

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

IV. Sheriff - Amend 2022 Estimated Revenue Budget

Motion Passed: Approve having received the Sheriff's 2022 Budget as amended passed with a motion by Joe Barnes and a second by Sam Small.

6 Yeas - 0 Nays.

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

V. Setting Salaries for Elected Officials

Motion Passed: Approved the presented salaries for Elected Officials recommended from the Salary Committee (see attached) passed with a motion by Larry Morphew and a second by Jason Bullock.

6 Yeas - 0 Nays.

Joe Barnes	Yes
David Johnston	Yes

Larry Keown	Yes
Larry Morphew	Yes
Sam Small	Yes
Jason Bullock	Yes

VI. SB 135 County Clerk Permanent Storage Fees

Motion Passed: Authorize County Treasurer to create a new fund to open a bank account (both) restricted to Permanent Storage Fees as collected by the County Clerk under SB 135 passed with a motion by Larry Keown and a second by Jason Bullock.

6 Yeas - 0 Nays.

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

VII. KYTC - Scott Phelps

VIII. Resolution 2022-29 KYTC - Annual County Road Aid Agreement

Motion Passed: Approved Resolution 2022-29 KYTC Annual County Road Aid and Agreement also to approve keeping all \$354,305.00 of FY 2022-2023 Flex Funds as presented by KYTC Scott Phelps and Deneatra Henderson passed with a motion by Larry Keown and a second by Sam Small.

6 Yeas - 0 Nays.

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

IX. ARCH Program - Jimmy Cantrell

Discussion:

Director of the ARCH Program Jimmy Cantrell presented their first ARPA Quarterly report. (see attached)

X. Ohio County Industrial Development Board Summary

Motion Passed: Approved the review of the Ohio County Industrial Development Authority approval for an EDF grant upgrading it's electric to 9.5MW at Bluegrass Crossings totaling \$600,000.00 at a 50% match. \$300,000.00 to be paid by the Ohio County Fiscal Court passed with a motion by Larry Keown and a second by Sam Small.

6 Yeas - 0 Nays.

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

XI. Arch Personnel

Motion Passed: Approved Arch Personnel status change of Jimmy Cantrell Arch Program Director from Level 1 at \$16.16 per hour to Level 2 at \$16.71 per hour effective April 3, 2022 having passed a six month review passed with a motion by David Johnston.

6 Yeas - 0 Nays.

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

XII. Occupational Tax Personnel

Motion Passed: Approved Occupational Tax Personnel Status change for Sheila Moore from part time Level 2 Assistant at \$10.78 per hour to Full time Assistant at \$10.78 per hour effective May 1, 2022 passed with a motion by David Johnston.

6 Yeas - 0 Nays.

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

XIII. Committee Reports

XIII.A. Advertise for OCEDA Director

Motion Passed: Approved to advertise for the open position of OCEDA Director with the OCEDA Board to give their recommendation to the Fiscal Court passed with a motion by Sam Small and a second by Jason Bullock.

6 Yeas - 0 Nays.

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

XIV. Ohio County Airport Board

Motion Passed: Appointed Toby Southard to the Ohio County Airport Board passed with a motion by David Johnston.

6 Yeas - 0 Nays.

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

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

Discussion:

The Judge and 4th District Magistrate Larry Keown met with the regional jail committee in Edmundson County preparing a meeting with other Kentucky "Tri-County" jail agreements concerning pros/cons/creating/building/processes/procedures.


XV.E. District 5 - Magistrate Larry Morphew

XVI. Citizen's Comments

XVII. Adjournment

Judge Executive

Ohio County Fiscal Court Clerk

	<div>Ohio County Fiscal Court Meeting Regular</div>				
Sam Small Magistrate District 1	Jason Bullock Magistrate District 2	Joe Barnes Magistrate District 3	Larry Keown Magistrate District 4	Larry Morpew Magistrate District 5	Justin Keown County Attorney
<div>Ohio County Fiscal Court Meeting April 26, 2022 5:00pm</div> <div><div>1. Public Hearing for CRA and LGEA Funds</div><div>2. Call to Order – Judge Executive David Johnston Prayer and Pledge to the Flag</div><div>3. April 12, 2022 Minutes</div><div>4. Bills, Claims, Payments, and Transfers</div><div>5. Sheriff - Amend 2022 Estimated Revenue Budget</div><div>6. Setting Salaries for Elected Officials</div><div>7. SB 135 County Clerk Permanent Storage Fees</div><div>8. KYTC – Scott Phelps</div><div>9. ARPA Fund Reports</div><div>10. Arch Program – Jimmy Cantrell</div><div>11. Resolution 2022-28 ARPA Fire Department and Cities</div><div>12. Resolution 2022-29 Annual County Road Aid Agreement</div><div>13. Ohio County Industrial Development Board Summary</div><div>14. Personnel</div><div>15. Committee Reports</div><div>16. Magistrates Comments</div><div>17. Adjournment</div></div>					

Form For Budget, Cumulative Quarterly Report and Annual Settlement For Calendar Year 2022

Part One - Summary and Reconciliation of All Accounts

Show & Describe All Accounts	Column 1	Column 2	Column 3	Column 4	Column 5
	2022 Fee Account Budget Estimate	2022 Fee Account Cumulative Actual	Account (NOT FEE ACCOUNT)	Account (NOT FEE ACCOUNT)	Account (NOT FEE ACCOUNT)
1. Receipts YTD	\$582,851.00				
2. Total Disbursements YTD					
3. Book Balance/Excess Fees	\$582,851.00				
4. Bank Statement Balance					
5. Plus Deposits in Transit					
6. Less Outstanding Checks					
7. Other					
8. Reconciled Bank Balance					
9. Accounts Receivable as of 12/31					
10. Unpaid Obligations as of 12/31					
11. Excess Fees					

[illegible]

Approved by the fiscal court on the 26 day of April, 2023

Approved by the fiscal court on the 16 day of April
 County Judge/Executive [Signature] Date 4-20-22

To the best of my knowledge the information reported herein for the budget/quarter ended 10/21/23 is accurate and complete.

To the best of my knowledge the information reported herein for the budget quarter ended 10/31/02 is accurate and complete.


Signature of County Sheriff

4/31/02
Date

L# 1132.002 Rev. 05/00

Part Two Receipts	Budget Estimate	1/1 thru 3/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD	Accounts Receivable 12/31	Settlement Total
1. Federal Grants								
2. State Grants								
3. Sale - MZRP								
4. Receipts YTD								
5. Finance and Administration Ch.								
6. Capital Human Resources								
7. Circuit Clerk								
8. Sheriff Security Services	\$140,421.00							
9. Fines/Fees Collected	\$5,600.00							
10. Prisoner Transport	\$50,000.00							
11.								
12. County Clerk (estimates only)	\$18,000.00							
13. Commissions on Taxes Collected	\$519,000.00							
14. Fees Collected for Services								
15. Auto Inspections	\$7,000.00							
16. Accident/Traffic Reports	\$1,000.00							
17. Recycling Trucks	\$40,000.00							
18. OZW	\$5,000.00							
19.								
20. MISC.	\$900.00							
21. Interest Earned	\$50.00							
22. Total Revenues	\$582,851.00							
23. Petty Cash								
24. Borrowed Money								
25. State Appropriation								
26. Bank Note								
27. Total Receipts from lines 1 through 26	\$582,851.00							

Copy the figures shown on line 27 to the appropriate column in the summary on page 1, column 1, line 1. Copy the figures shown on line 27 to the Total YTD column in page 1, column 1, line 1. Copy the figures shown on line 27 to the Accounts Receivable in

page 1, line 1.

Amount Budget and Target

Part Two - New Account Budgets

Sheet 2 of 2

OF 11/22/2021 Rev. 10/20

Part Time Disbursement	Budget Estimate	1/1 thru 3/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD	Unpaid Obligations 12/31	Settlement Total
Official Expenses								
1. Personnel Services								
2. Sheriff's Gross Salary								
3. Deputy's Gross Salary								
4. Part Time Gross Salaries								
5. Other Gross Salaries								
6. Overtime Gross								
7.								
8. Employee Benefits								
9. Employees Share Social Security								
10. Employees Share Retirement								
11. Employees Share Life Duty Ret.								
12. Employees Workers Compensation								
13. Employees Unemployment Ins.								
14. Employer Paid Health Ins.								
15. Training/Travel Benefit OHS/IO								
16. Contracted Services								
17. Advertising								
18. Vehicle maintenance and repairs								
19.								
20. Supplies and Materials (roughs here with Budget Budget)								
21. Office Materials and supplies								
22. Uniforms								
23. Clothing								
24.								
25.								
26. Other Charges (gas, telephone, electric, internet, etc.)								
27. Conventions								
28. Dues								
29. Postage								
30. Mileage on Personal Vehicle								
31. Vehicle Expense								
32. Bond								
33.								

Source: Budget and Report

Part Time -- No account table provided

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LT: 11/20/2018 Item: 1029

Part Three Expenditures	Budget Estimate	1/1 thru 3/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD	Unpaid Obligations 12/31	Settlement Total
34. Auto Expenses on Personal Vehicles								
35. Gasoline								
36. Maintenance and repairs								
37. Rent Insurance								
38. Depreciation								
39.								
40. Debt Service (Interest only, principal payments)								
41. State Advertisements								
42. Notes								
43. Interest								
44.								
45. Capital Outlay (Capital purchase of tangible assets having a useful								
46. Office Equipment								
47. Vehicles								
48.								
49.								
50. Total Official Expenses								
For officers that are paid, pay fees to county prior to December 31, are considered 70,000 in gross salary, show expected as appropriate for below.								
51. Payments to County Treasurer								
52. Payments to State Treasurer								
53. Total Expenditures (includes 50, 51, and 52)								

Copy the figures shown on line 53 to the Budget Estimate column in the summary on page 1, column 1, line 2. Copy the figures shown on lines 50 to 53 to the Total YTD column on line 50 to the Unpaid column on line 50 to the Settlement column on line 50.

Part Three Budget and Report

Part Three - For Annual Appropriation

Copy 4 of 3

LF 1122.008 Rev. 10/09

Part Four - Liabilities Outstanding

Quarter ended _____

Multi-year Issues	Issue	Issue	Totals
Where Budgeted			
Description			
Term (# of Years)			
Current Interest Rate			
Issue Date			
Total Principal Amount			
Total Interest Amount			
Total Issue			
Principal Balance Remaining			
Interest Balance Remaining			
Less Reserve Earnings			
Net Outstanding			
Next Payment Date			
Next Payment Amount			
Final Payment Date			
Short Term Liabilities	Issue	Issue	
Where Budgeted			
Description			
Term			
Current Interest Rate			
Issue Date			
Total Principal Amount			
Total Interest Amount			
Total Issue			
Principal Balance Remaining			
Interest Balance Remaining			
Total Outstanding			
Next Payment Date			
Next Payment Amount			
Final Payment Date			
Total Outstanding Debt	(If no outstanding advancements, loans, leases, or other debt, show "0".)		

Comments:

COUNTY ROAD AID COOPERATIVE
PROGRAM AGREEMENT

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

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

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

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

1. Apportionment of County Road Aid Funds. The County's apportionment of County Road Aid Funds shall be based on revenue estimates supplied by the Office of State Budget Director. For the Fiscal Year beginning July 1, 2022, this amount is **\$1,767,082.86** (the "Apportionment"). The above referenced estimate is based on the most recent available date and is subject to change according to available revenue. The Apportionment shall be distributed by the

Department to the County in accordance with the terms of this Agreement.

2. Assignment of the Apportionment. The County hereby assigns all of its right, title and interest in and to the Apportionment to the Transportation Cabinet's Division of Accounts for Fiscal Year 2023.

3. Distribution of County Road Aid Funds. The County and the Department agree that the Apportionment shall be distributed by the Department to the County as follows:

a. First Distribution. The Department shall initially distribute to the County sixty percent (60%) of the Apportionment, less three percent (3%) of the Apportionment set aside for the emergency fund below. This initial amount is **\$1,028,442.00**

b. Second Distribution. The Department shall distribute up to and including an additional thirty percent (30%) of the Apportionment to the County, less three percent (3%) of the Apportionment set aside for the emergency fund below. The amount of the second distribution will depend on how actual revenues compare to revenue estimates.

c. Final Distribution. The Department shall allocate and distribute the remaining balance of the Apportionment, less three percent (3%) set aside for the emergency fund below. The Final Distribution shall be based on actual revenues tabulated after the end of the fiscal year (June 30).

4. Emergency Funds. The County agrees that three percent (3%) of the Apportionment shall be withheld by the Department in an emergency fund (the "Emergency Fund"). The Emergency Fund shall include three percent (3%) of the total apportionments of all participants in the Cooperative Program, plus any remaining balances from previous fiscal years. The Department, upon written application from a duly authorized representative of the County, may disburse up to fifty percent (50%) of the approved funds to the County for the purpose of it using

said funds for emergency roadway and bridge projects designated by the County. Following the completion of the project, after final cost documentation has been submitted and processed, the Department will then distribute the determined remaining amount. If the actual cost of an emergency project is less than the amount of emergency funds disbursed by the Department, then the County shall reimburse the difference to the Department.

5. Disbursement of Funds. Upon execution of this Agreement, the Department will disburse the foregoing allocated funds directly to the County to pay for materials, labor and equipment necessary for the County to accomplish construction, reconstruction, and maintenance on county roads designated by the County. This assistance is extended insofar as funds are available from the Apportionment. The County shall be responsible for all costs associated with the construction, reconstruction and maintenance of roadways and bridges in excess of the amount of the Apportionment allocated and disbursed by the Department to the County. The Department may assist the County in fulfilling its needs by disbursing funds to the County for materials and work performed by contract, for materials obtained by contract and for the rental or purchase of road maintenance and construction equipment. Any rental rates shall be based on current edition of the "Blue Book for Rental of Equipment" or the Department's official rental rates. The Department may also disburse funds to the County for the hourly rate for personnel who perform the work. This rate may include employee fringe benefits such as leave overlay, retirement, social security, insurance, etc.

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

7. Rights of Way. The County, if required under applicable law, will acquire any

rights-of-way contemplated under this Agreement and assumes responsibility for any claims for damages arising from such acquisitions.

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

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

10. Termination of Agreement. The Department reserves the right to cancel this Agreement at any time deemed to be in the best interest of the Department by giving thirty (30) days written notice of such cancellation to the County. If this Agreement is canceled under this provision, then the County will receive any unpaid portion of the Apportionment from the Department for Local Government.

11. Access to Records. The County acknowledges and agrees that pursuant to KRS § 179.415(3) it shall retain all records of the expenditures of the Apportionment for a period of five (5) years and said records, including any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement [records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent and shall

be exempt from disclosure as provided in KRS 61.878(1)(c)], shall be subject to audit by the Department for Local Government or its duly authorized agent and made accessible by the County to the Department for Local Government or its duly authorized agent for said period of time in order to determine the proper expenditure of said money for the purposes required by KRS § 177.320(2). The County also recognizes that any books, documents, papers, records, or other evidence received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS § 61.870 to KRS § 61.884.

12. Authorization. The Fiscal Court of the County shall pass a resolution adopting and approving the terms of this Agreement in the form of the resolution attached to this Agreement and made a part hereof. The County Judge/Executive of the County, and the Commissioner of the Department, or their authorized representatives, insofar as their actions are in accord with the laws of the Commonwealth of Kentucky, shall act for their respective parties on all matters arising under this Agreement.

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

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

OHIO COUNTY FISCAL COURT

BY: 
County Judge/Executive

Date: 4-26-22

(For Kentucky Transportation Cabinet use only)

DEPARTMENT OF RURAL AND MUNICIPAL AID
OFFICE OF RURAL & SECONDARY ROADS

BY: _____
Commissioner

Date: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____
Office of Legal Services

Date: _____

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

BY: _____
Secretary of the Transportation Cabinet

Date: _____

R E S O L U T I O N

2022-29

Fiscal Court of OHIO County

Resolution adopting and approving the execution of a County Road Aid Coop Program Contract between the Fiscal Court and the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid, for the fiscal year beginning July 1, 2022, as provided in the Kentucky Revised Statutes and accepting all roads and streets referred to therein as being a part of the County Road System.

Be it resolved by the Fiscal Court that:

The Fiscal Court does hereby accept all roads and streets referred to in said contract as being a part of the County Road System; and

The Fiscal Court does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in said Contract and does hereby accept said Contract and by such acceptance agrees to all the terms and conditions therein stated; and

The County Judge/Executive of the county is hereby authorized and directed to sign said Contract as set forth on behalf of the Fiscal Court of OHIO County, and the County

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

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

<u>Sam Small</u>	_____
<u>Joe Bann</u>	_____
<u>Don Johnston</u>	_____
<u>Larry Keown</u>	_____
<u>Larry Mayhew</u>	_____

COMMONWEALTH OF KENTUCKY OHIO COUNTY

I, BESS T. Ralph, Clerk of
OHIO County certify that the foregoing is a true copy of the Order
above. Given under my hand and seal of office this the 27 of April
2022.

SIGNED Bess T. Ralph
CLERK OF OHIO COUNTY

Elected Officials and Deputies		
Salaries		
County Attorney	Monthly	\$1,058.67
Assistant County Attorney	Monthly	\$979.82
Coroner	Monthly	\$1,238.42
Training Incentive if hours completed.	Annually	\$2,400.00
Deputy Coroner (1)	Monthly	\$476.31
Training Incentive if hours completed.	Annually	\$2,400.00
Deputy Coroner (2)	Monthly	\$476.31
Jailer	Monthly	\$1,423.70



130 East Washington Street, Hartford Ky 42347 Phone: 270-298-4421

Fiscal Court Quarterly Report

Date: 4/26/2022

The Ohio County ARCH program has shown continued progress in assisting with resources and needs for the citizens of Ohio County. The program has applied for and received a \$10,000 grant through Kentucky ASAP. This grant will be applied to the ARCH program for treatment costs for clients as well as monitors as related to treatment and reduction in Detention Center confinement. Currently there are 23 monitors in use.

Resources provided first quarter 2022:

Clients referred to treatment: 34

Placement in housing: 25

Employment assistance: 43

Office visits and assistance: 175

Combined Resources Provided: 383 (More than one resource provided to some clients)

During the first quarter of 2022 there were 46 clients placed on GPS/Alcohol monitors for a combined 1625 days. Those are days that could have been days of confinement within the local jail. With rising costs to confine individuals within our local facility that includes additional costs such as medical expenses and transport to other facilities, these savings should be making an impact on future expenses incurred by the County.

A handwritten signature in cursive script that reads "Jimmy A. Cantrell".

Jimmy Cantrell ARCH Director

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