

Ohio County Fiscal Court
August 09, 2022 5:00 PM
Ohio County Community Center
Hartford, KY

Attendance Taken at 5:00 PM:

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 July 26, 2022 Minutes

Motion Passed: Approved July 26, 2022 Minutes 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

III. Bills, Claims, Payments and Transfers

Motion Passed: Bills, Claims, Payments and Transfers stand approved as presented including a late list 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

IV. Treasurer's July 2022 Financial Statement

V. Clerk's July 2022 Financial Report

Motion Passed: Acknowledged having received the Clerk's July 2022 Financial Report passed with a motion by Sam Small and a second by Joe Barnes.

6 Yeas - 0 Nays.

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

VI. Ordinance 2023-2 Budget Amendment

Motion Passed: Approved first reading of Ordinance 2023-2 Budget Amendment passed with a motion by Larry Keown and a second by Larry Morphew.

6 Yeas - 0 Nays.

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

VII. Jail 2021/2022 Commissary Report

Motion Passed: Acknowledged receipt of the Jail 2021/222 Commissary Report to the Treasurer's office for auditors 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

VIII. MOA Old Liberty Church Road

Motion Passed: Approved the MOA on Old Liberty Church Road passed with a motion by Joe Barnes 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

IX. CDBG Water Project Documentation

Motion Passed: Approved to authorize the Judge Executive to sign all corresponding documentation for the OCWD Grant intake rebuild with GRADD passed with a motion by Joe Barnes 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

X. CDBG Otter Project Documentation

Motion Passed: Approved to authorize the Judge Executive to sign all corresponding documentation for the CDBG Otter Project in the amount of \$700,000.00 passed with a motion by Joe Barnes 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

XI. Resolution 2023-2 Otter Project CDBG Agreement

Motion Passed: Approved Resolution 2023-2 Otter Project CDBG Agreement passed with a motion by Sam Small and a second by Joe Barnes.

6 Yeas - 0 Nays.

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

XII. Resolution 2023-3 CDBG Residential Displacement

Motion Passed: Approved Resolution 2023-3 CDBG Residential Displacement and Relocation Assistance Plan 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

XIII. Resolution 2023-4 CDBG Fair Housing

Motion Passed: Approved Resolution 2023-4 CDBG for the Otter project Fair Housing documentation passed with a motion by Jason Bullock and a second by Joe Barnes.

6 Yeas - 0 Nays.

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

XIV. Resolution 2023-5 Grant Procurement

Motion Passed: Approved Resolution 2023-5 Grant Procurement documentation for CDBG Otter Project 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

XV. Resolution 2023-6 CDBG GRADD Fiscal Court Contract

Motion Passed: Approved Resolution 2023-6 CDBG GRADD Fiscal Court Contract for the Otter Project passed with a motion by Sam Small and a second by Joe Barnes.

6 Yeas - 0 Nays.

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

XVI. Resolution 2023-7 Solid Waste Management Plan

Motion Passed: Approved Resolution 2023-7 Solid Waste Management Plan 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

XVII. July 12, 2022 Minutes Motion Amendment

Motion Passed: Approved to reflect that the Sheriff's Report from the July 12, 2022 Fiscal Court meeting was Acknowledge having been received 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

XVIII. Bullitt Investments LLC vs. Crystal Maddox - Justin Keown

Motion Passed: Approved to release the OCFC Claim on tax lien for the Bullitt Investments LLC vs. Crystal Maddox property Fisher Cemetery Road passed with a motion by Larry Keown and a second by Joe Barnes.

6 Yeas - 0 Nays.

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

XIX. NCRS Rough River Tornado Cleanup

Motion Passed: Approved to authorize the Judge Executive to sign a contract with NCRS for the Rough River December 10, 2021 Tornado Cleanup passed with a motion by Joe Barnes 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

XX. Mini Pumper Bids

Motion Passed: Approve for the Rosine Fire department to purchase a Mini Pumper Fire Truck up to the amount of \$50,000.00. Bid was advertised with no bids received. Authorize Treasurer to issue check(s) passed with a motion by Larry Morphew and a second by Joe Barnes.

6 Yeas - 0 Nays.

Joe Barnes	Yes
David Johnston	Yes

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

XXI. Committee Reports

XXII. Ohio County Electrical Inspector

Motion Passed: Appointed Larry Blacklock as the Ohio County Electrical Inspector effective immediately 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

XXIII. EMA Truck

Motion Passed: Approved Bid from Moore Ford for a 2023 Ram 2500 3/4 ton Crew Cab 4x4 6'4" bed 6.4L Gas for \$55,765.00 upon approval of Emergency Management Director Charlie Shields specs. Only one bid was received. Authorize County Treasurer to issue check(s) 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

XXIV. Mack Truck Bid

Motion Passed: Approved to purchase a mack truck at the Road Foremen's discretion given no bids were received. Authorize county Treasurer to issue check(s) 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

XXV. ATV Transportation Committee

Motion Passed: Appoint Jason Bullock to the ATV Transportation Committee in place of Larry Keown who has resigned 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

XXVI. Sheriff Surplus

Motion Passed: Approved to surplus a 2010 Crown Vic Plate#G5225
Vin:2FABP7BV4AX106918 passed with a motion by Larry Keown and a second by Joe Barnes.

6 Yeas - 0 Nays.

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


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

XXVIII. Citizen's Comments

XXIX. Adjournment

Judge Executive

Ohio County Fiscal Court Clerk

	<div>Ohio County</div> <div>Fiscal Court Meeting</div> <div>Regular</div> <div>Judge Executive - David Johnston</div>				
Sam Small Magistrate District 1	Jason Bullock Magistrate District 2	Joe Barnes Magistrate District 3	Larry Keown Magistrate District 4	Larry Morphew Magistrate District 5	Justin Keown County Attorney
<div>Ohio County Fiscal Court Meeting</div> <div>August 9, 2022 5:00pm</div> <div><div>1. Call to Order – Judge Executive David Johnston Prayer and Pledge to the Flag</div><div>2. July 26, 2022 Minutes</div><div>3. Bills, Claims, Payments, and Transfers</div><div>4. Clerk’s July 2022 Financial Report</div><div>5. Ordinance 2023-2 Budget Amendment CDBG</div><div>6. Jail 2021/2022 Commissary Report</div><div>7. MOA Old Liberty Church Road</div><div>8. CDBG Water Project Documentation</div><div>9. CDBG Otter Project Documentation</div><div>10. Resolution 2023-2 Otter Project CDBG Agreement</div><div>11. Resolution 2023-3 CDBG Residential Displacement</div><div>12. Resolution 2023-4 CDBG Fair Housing</div><div>13. Resolution 2023-5 Grant Procurement</div><div>14. Resolution 2023-6 CDBG GRADD Fiscal Court Contract</div><div>15. Resolution 2023-7 Solid Waste Management Plan</div><div>16. Bullitt Investments, LLC vs Crystal Maddox</div><div>17. NCRS Rough River Tornado Cleanup</div><div>18. Mini Pumper Fire Truck Bid</div><div>19. Personnel</div><div>20. Committee Reports</div><div>21. Magistrates Comments and Requests</div><div>22. Adjournment</div></div>					

KCDBG PROCUREMENT CODE

All procurements made by Ohio County Fiscal Court (hereafter referred to as "Grantee/ Subrecipient") involving the expenditure of local, state and federal funds on CDBG Project #22-004 shall be made in accordance with the following procurement standards.

Procurement transactions, regardless of method or dollar value, will maximize open and free competition. The Grantee/Subrecipient shall not engage in procurement practices that may be considered restrictive in trade.

Purchases will be reviewed by the Treasurer to prevent duplication and to ensure that costs are reasonable.

1. Methods for Procurement

Procurements shall be made by one of the following methods: (a) small purchase procedures, (b) competitive sealed bids, (c) competitive negotiation, (d) non-competitive negotiation.

A. SMALL PURCHASES

For purchases of less than \$50, efforts will be made to get the lowest and best price, but written records of such efforts are not necessary.

Purchases that cost more than \$50 but less than \$30,000 require quotations of rate, price, etc., but no legal advertisement is required. The **Grantee/Subrecipient** will solicit responses from at least three vendors. If written responses are not available, a statement explaining the procurement will be prepared and filed. If quotations are obtained via telephone, a memorandum will be prepared setting forth the date the calls were made, parties contacted, and prices obtained.

The **Grantee/Subrecipient** will make the award to the lowest responsive and responsible source and enter into a contract formalizing the scope of work and terms of compensation.

B. COMPETITIVE SEALED BIDS

Bidding will be employed when detailed specifications for the goods or services to be procured can be prepared and the primary basis for award is cost. When the cost of a contract, lease or other agreement for materials, supplies, equipment, or contractual services other than those personal or professional exceeds \$30,000, an Invitation for Bids (IFB) notice will generally be prepared. Per KRS 424.120, this notice will be published at least once in a qualifying official newspaper

of general circulation within the community. This newspaper notice will appear not less than seven (7) days and not more than twenty-one (21) days before the due date for bid proposals. In addition, the Grantee/Subrecipient must solicit sealed bids from responsible perspective suppliers by distributing a copy of such notice to them.

The IFB will include a general description of the goods or services to be procured, the bid deposit and bond performance required (if applicable), the location where bid forms and specifications may be secured, the time and place for opening bids, and whether the bid award will be made on the basis of the lowest bid price or the lowest evaluated price. If the lowest evaluated price is used, the measurable criteria to be utilized must be stated in the IFB. The newspaper notice must also contain language that calls to the attention of bidders all applicable requirements that must be complied with such as Section 3 of the 1968 Housing Act, Section 109 of the 1974 Housing and Community Development Act, the Civil Rights Act of 1964, Executive Order 11246 and the Davis-Bacon Act.

Sealed bids will be opened in public at the time and place stated in the IFB's. The Grantee/Subrecipient will tabulate the bids at the time of bid opening. The results of the tabulation and the bid documents will be evaluated by the review committee, which will make recommendations to the Grantee/Subrecipient. The Grantee/Subrecipient will make a firm fixed-price contract award in writing to the lowest responsive and responsible bidder. After the Grantee/Subrecipient makes the bid award, a contract will be prepared for execution by the successful bidder. After the contract is signed, all bid deposits will be returned to all unsuccessful bidders.

The Grantee/Subrecipient may cancel an Invitation for Bid or reject all bids if it is determined in writing that such is in the best interests of the Grantee/Subrecipient. The Grantee/Subrecipient may allow a vendor to withdraw a bid if requested at any time prior to the bid opening. Bids received after the time set for bid opening shall be returned to the vendor unopened.

Bid Overages:

The following options are available for awarding a bid following an overage:

- 1) Obtaining additional funds from another source and continuing with the original IFB.

- 2) Rejecting all bids, revising project scope and bid specifications, and issuing a revised IFB (competitive sealed bid) open to the entire public; or
- 3) Conducting competitive negotiations with **all** bidders. **(Grantees must seek pre-approval from DLG for this option).**

Competitive negotiations under option (3) must take place under the following criteria:

1. If discussions pertaining to the revision of the specifications or quantities are held with any bidder, all of the bidders shall be afforded an opportunity to take part in such discussions.
2. After discussions with the bidders, the grantee shall revise the scope of work accordingly and issue an RFP open to all bidders, providing for expedited proposals. No advertisement is required, but the grantee shall allow **at least seven days** for bidders to submit proposals.
3. The RFP shall be awarded on the basis of **lowest bid price**.

C. COMPETITIVE NEGOTIATION

The Grantee/Subrecipient may utilize competitive negotiations, regardless of contract amount, upon a written determination that:

1. Specifications cannot be made specific enough to permit the award of a bid on the basis of either the lowest bid price or the lowest evaluated bid price (in other words, bidding is not feasible).
2. The services to be procured are professional or personal in nature.

The use of the competitive negotiations procurement method for contracts other than architectural, engineering, planning or administrative services must be pre-authorized by DLG. With the exception of procurement of certain professional services (principally engineering services), competitive negotiations will proceed as follows:

1. Proposals will be solicited through a qualifying official newspaper advertisement; additionally, a Request for

Proposal (RFP) may be prepared and mailed to qualified vendors. The newspaper advertisement must be published at least seven (7) days and not more than twenty-one (21) days before the date for receipt of the proposals. The RFP will describe services needed and identify the factors to be considered in the evaluation of proposals and the relative weights assigned to each selection factor. The RFP will also state where further details regarding the RFP may be obtained. The RFP will call attention to the same regulations discussed in the bidding process. Requests for proposals will always include cost as a selection factor except for engineering services.

2. Award must be made to the offeror whose proposal is determined by the review committee to be most advantageous to the program, with price and other factors considered. Evaluations must be based on the factors set forth in the Request for Proposal and a written evaluation of each response prepared. The review committee may contact the firms regarding their proposals for the purpose of clarification and record in writing the nature of the clarification. If it is determined that no acceptable proposal has been submitted, all proposals may be rejected. New proposals may be solicited on the same or revised terms or the procurement may be abandoned.

For the procurement of architectural/engineering (A/E) professional services, an alternative to RFPs may be used. The Grantee/Subrecipient may publish a Request for Qualifications. RFQs are handled in a similar method to RFPs with the exception that cost is not a factor in the initial evaluation. A review committee will evaluate the responses and rank them by comparative qualifications. The highest scoring person or firm will be contacted and the selection committee will negotiate cost. If the committee is unable to negotiate a satisfactory cost arrangement, the second highest scoring person or firm will be invited to negotiate. The committee will maintain a written record of all such negotiations.

D. NON-COMPETITIVE NEGOTIATIONS

Non-competitive negotiation is procurement through solicitation of a proposal from one source, and is often referred to as sole source procurement. A contract may be awarded by noncompetitive negotiation only when the award is infeasible under small purchase procedures, competitive sealed bids, or competitive negotiations and one of the following circumstances applies:

1. There is some public emergency that will not permit delay resulting from competitive solicitation (the grantee must declare an emergency as authorized by law); or
2. The results of the competitive negotiations are inadequate; or
3. The product or service is available only from a single source.

Caution: The use of the non-competitive negotiations' procurement method must be authorized by DLG.

The following requirements apply to the non-competitive negotiations' procurement process:

1. Negotiations must be conducted with the selected company regarding a scope of work and price; and
2. Preparation and signing of a contract formalizing a scope of work and the terms of compensation is required.

II. CONTRACTS

Generally, all procurement in excess of \$500 will be memorialized and supported by a written contract. Where it is infeasible or impractical to prepare a contract, a written finding to this effect will be prepared and a purchase order regarding the transaction will also be prepared. The contractual provisions required by "The Common Rule" will be included in all contracts and purchase orders.

III. DOCUMENTATION

All source documents supporting any given transaction (receipts, purchase orders, invoices, RFP/RFQ data, and bid materials) will be retained and filed in an appropriate manner. Where feasible, source documents pertinent to each individual procurement shall be separately filed and maintained. Where it is infeasible to maintain individual procurement files, source documents will be filed and maintained in a reasonable manner (examples include chronologically, by vendor, by type of procurement, etc.). Whatever form of documentation and filing is employed, the purpose of this section is to ensure that a clear and consistent audit trail is established. At a minimum, source document data must be sufficient to establish the basis for selection, basis for cost (including the issue of reasonableness of cost) and basis for payment.

IV. LOCALLY OWNED, MINORITY OWNED, FEMALE OWNED AND SMALL BUSINESSES

The Grantee/Subrecipient shall make and document efforts to solicit participation of locally owned, minority owned, female owned and small businesses. Where

feasible, evaluation criteria will include a factor with an appropriate weight for these firms. A list of locally owned, minority owned, female owned and small businesses and also minority businesses located within the trade region shall be maintained and utilized when issuing IFB's, RFP's and RFQ's. The Grantee/Subrecipient shall also consult this list when making small purchases.

VI. SECTION 3

Grantee/Subrecipient shall abide by its Section 3 action plan and shall, to the maximum extent feasible, as required by 24 CFR Part 135, award contracts to businesses that provide economic opportunities for low and very low-income persons residing in the project area.

VII. CODE OF CONDUCT

A. CONFLICTS OF INTEREST

In addition to the prohibitions set forth in 24 CFR 570.489(h) and 24 CFR 85.36(b)(3), the following prohibitions shall apply:

It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard,

rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

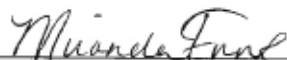
B. PENALTIES

Any elected official, employee or designated agent of the **Grantee/Subrecipient** who knowingly and deliberately violates the provisions of this code will be open to civil suit without the legal protection of the **Grantee/Subrecipient**. Furthermore, such a violation of these procurement standards is grounds for dismissal by the **Grantee/Subrecipient**.

Any contractor or potential contractor who knowingly and deliberately violates the provisions of these procurement standards will be barred from future transactions with the Grantee/Subrecipient.

ADOPTED THIS 9th DAY OF August 2022.


David Johnston, Judge/Executive


ATTEST

Department for Local Government
Direct Electronic Transfer of Funds

The Ohio County Fiscal Court hereby authorizes the State Treasurer to transfer funds from the Kentucky Department for Local Government by electronic transfer. Such transfers shall only be made to the depository and account (as noted below) designated for the receipt of Community Development Block Grant funds for the project listed below.

Community and Project Information

City or County Name Ohio County Fiscal Court
Federal Tax ID Number 61-6000805
Project Title Ohio County CDBG-ED Project Otter
CDBG Pass-through Number #22-004

Depository Information

Name of Bank _____
Address _____
Phone Number _____
Contact Person at Depository Bank _____
ACH Routing and Transmit
Number of Depository Bank _____
Account Number in which CDBG
funds are to be deposited _____

Signed David Johnston
Printed Name David Johnston
Title Judge/Executive
Date Aug 9, 2022


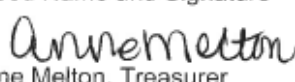
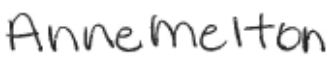
Note: ALL fields must be completed.

KENTUCKY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

AUTHORIZED SIGNATURE FORM

Name/Address of Recipient	Grant Agreement Number
Ohio County Fiscal Court 130 E. Washington St. STE 209 Hartford, KY 42347-1186	#22-004

AUTHORIZED SIGNATURES FOR REQUEST FOR PAYMENT

Typed Name and Signature  David Johnston, Judge/Executive & Chief Exec. Officer	Typed Name and Signature  Anne Melton, Treasurer 
Date and Signature of Chief Executive Officer	<u>For State Use Only</u> APPROVED: Date and Signature Department for Local Government

AUTHORIZED SIGANTURE FORM

Instructions

- 1. Insert name of community and complete mailing address of recipient; include zip code.
- 2. Enter Grant Agreement Number assigned by the Department for Local Government (DLG).
- 3. Enter the typed name and signature of the individuals who are authorized to sign the community's Request for Payment. Two signatures are required on this form.
- 4. Provide signature and date of the Chief Executive Officer to certify that signatories are authorized to request payment of CDBG funds.

LEGALLY BINDING AGREEMENT

**Ohio County Fiscal Court
and
Kentucky Whiskey Company**

This agreement entered into this 9th day of August 2022, by and between the Ohio County Fiscal Court, hereinafter referred to as the Recipient and Kentucky Whiskey Company, hereinafter called the Participating Party. This agreement is being executed in five original contracts, each of which is deemed an original.

WHEREAS, the Recipient has entered into a Grant Agreement with the Commonwealth of Kentucky, Department for Local Government; and

WHEREAS, the payment of funds to the Recipient under the terms of the Grant Agreement is contingent upon the Participating Party contracting to undertake certain responsibilities; and

WHEREAS, the funds made available under the terms of the Grant Agreement will directly benefit the Participating Party.

The Recipient and Participating Party do hereby agree to carry out and perform all of the activities required of it under the terms and conditions of the Grant Agreement, which agreement is incorporated as Exhibit II of this Agreement.

The Participating Party agrees as follows:

- a) To perform project activities as enumerated in Exhibit C of the Grant Agreement as enumerated below:
 - 1. Participating Party shall contract with the Recipient as set forth in Section 7 and Exhibit B, Article 1. a. of the Grant Agreement.
 - 2. Participating Party shall secure funds from the following sources in the following amounts:

The Kentucky Whiskey Company	\$	17,754,000
Total	\$	17,754,000

- b) To provide employment opportunity as enumerated in Exhibit A of the Grant Agreement and below:
 - 1. Participating Party shall hire a minimum of 35 full time employees. These jobs shall be net new jobs in addition to the company's existing workforce. At least 51% of all jobs created shall be for persons from families of low and moderate income as defined by the Kentucky Community Development Block Grant Program Guidelines as set forth in Exhibit A. In the event that the company is sold or transferred prior to the completion of these requirements, the provisions must be transferred to the new owner, or the full amount of the grant will be payable on demand as set forth in Exhibit B, Article 2.
 - 2. The Participating Party shall grant access to employment records by the Recipient and the Commonwealth for the sole purpose of confirming compliance with Job Requirements set forth in Exhibit A of the Grant Agreement and CDBG benefit requirements.
- c) To maintain for a period of five years following project closeout all employment records related to the project to include but not be limited to the Employee Survey Forms.

- d) To pay the Commonwealth of Kentucky through the Recipient, an amount equal to the total CDBG grant funds received by the Recipient, except for any planning or administrative funds, should 51% of the jobs created fail to be fulfilled by individuals from LMI families as required by the Grant Agreement, Exhibit C. Failure to create the full job commitment of 35 jobs shall require repayment by the Participating Party at the rate of \$ 20,000 per job not created.

The Participating Party agrees as follows:

- a) To maintain for a period of five years following project closeout all employment records and documents relative to disbursement of any CDBG or other funds identified in and required by the Grant Agreement for the sole purpose of confirming compliance with Job Requirements set forth in Item 2(b) above.
- b) To grant access to inspect, copy, audit and examine at all reasonable times employment records as described in (a) above to any duly authorized representative of the Commonwealth, HUD, Inspector General and General Accounting Office of the United States, for a period up to five years following completion of closeout procedures.
- c) To comply with all State and Federal laws and regulations pertinent to the project.

The Participating Party further agrees to the following terms and conditions:

- a) That no transfer of grant funds by the Recipient to Participating Party shall be or be deemed an assignment of grant funds, and that Participating Party shall neither succeed to any rights, benefits, or advantages of the Recipient under the terms of the hereinabove described Grant Agreement nor attain any rights, privileges, authorities, or interest in or under the said agreement.
- b) That the Participating Party acknowledge nothing contained in said agreement, nor in any contract between the parties hereto, nor any act of the Commonwealth, the Recipient or any other party shall be deemed or construed to create any relationship or third-party beneficiary, principal, and agent, limited or general partnership, or joint venture, or of any association or relationship involving the Commonwealth.
- c) That the Recipient shall not be liable to the Participating Party or any party except the Commonwealth, for the completion of, or the failure to complete, any activities which are a part of the project herein contemplated, except those specified in Exhibit B-1 and B-2, of the said Grant Agreement.
- d) None of the Participating Party's designees, agents, members, officers, or employees, has or shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, for work to be performed in connection with the project herein contemplated at any time during or after such person's tenure with the Participating Party.
- e) The obligations of the parties are totally contingent upon the obtaining of a Release of Funds from the Department for Local Government and no project activities other than environmentally exempt activities may occur until the release is achieved.
- f) Recipient and Participating Party agree and accept that all applicable provisions of the Grant Agreement are incorporated into and made a part of this Legally Binding Agreement. The Grant Agreement is contained in Exhibit II of this Agreement.
- g) The Legally Binding Agreement Standard Provisions attached to this Agreement as Exhibit I are considered to be an integral part of this Agreement. These provisions are subject to change from time to time as Federal laws and regulations are promulgated. The Participating Party will be notified in writing if any changes occur.

LEGALLY BINDING AGREEMENT
Ohio County Fiscal Court
AND
Kentucky Whiskey Company

This Agreement being formally adopted this 9th day of August 2022:

Recipient:
David Johnston
Ohio County Judge/Executive
State of Kentucky, County of Ohio

Examined as to form and legality:
[Signature]
Recipient Attorney

Subscribed, sworn to and acknowledged before me by David Johnston, OCFC by
and through its resolution, on this 9 day of August, 2022.

My Commission expires:
Miranda Funk 0018188 02/25/23
Notary Public



Participating Party:

(President/Chairman)
State of Kentucky, County of _____

Subscribed, sworn to and acknowledged before me by _____ by
and through its resolution, on this ____ day of August, 2022.

My Commission expires:

Notary Public

LEGALLY BINDING AGREEMENT
EXHIBIT I
STANDARD PROVISIONS

These Conditions Are To Be Observed in the Expenditure of All CDBG Funds Associated With This Project:

1. **Unexpended Grant Funds:** The Nonprofit and Participating Party agree that it will return to the Recipient any unexpended grant funds provided by the Recipient under this Agreement.
2. **Program Income:** All program income generated from this project will be utilized in accordance with the Union Calloway Industrial Development Authority Revolving Fund Policy. The Revolving Fund Policy is located in Exhibit III of this Agreement.
3. **Limitation of Liability:** The Nonprofit and Participating Party will not assert in any legal action by claim or defense, or take the position in any administrative or legal procedures that he is an agent or employee of the Recipient.
4. **Ownership:** Ownership of all real or personal property, acquired in whole or in part with CDBG funds for use on this project, shall be vested in the unit of local government or its designated agent. When the unit of local government or its designated agent determines that the property is no longer required for the purposes of this project, the unit of local government must notify the Department for Local Government (DLG) and obtain approval for disposition of the property in accordance with applicable guidelines. The designated agent for the Union County Fiscal Court in relation to this project in the Union County Industrial Development Authority.
5. **Agreement/Contract:** If any provision in this agreement/contract shall be held to be invalid or unenforceable, the remaining portions shall remain in effect. In the event such invalid or unenforceable provision is considered an essential element of this agreement/contract, the parties shall promptly negotiate a replacement provision, which addresses the intent of such provision.

The failure of either party to insist upon strict performance of any terms, conditions and covenants herein set forth shall not be deemed a waiver of any rights or remedies that such party may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

Federal, State and local laws, ordinances and codes are subject to change from time to time as they are promulgated. The Nonprofit and Participating Party shall be notified in writing of any such changes when they occur and they shall be incorporated in writing into this contract/agreement upon concurrence by both parties unless such changes are considered to have an essential impact upon the intent of this agreement/contract and then they shall be incorporated upon notification to the Nonprofit and Participating Party.

6. **Terms and Conditions:** DLG reserves the right to add or delete terms and conditions of this Agreement as may be required by revisions and additions or changes in the requirements, regulations, and laws governing the Community Development Block Grant Program.
7. **Reporting Requirements:** The Nonprofit and Participating Party agree to complete and submit all reports, in such form and according to such schedule, as may be required by DLG.
8. **Maintenance of Records:** Records for non-expendable property purchased totally or partially with Federal funds must be retained for five years after final close-out. All other pertinent contract records including financial records, supporting documents and statistical records shall be retained for a minimum of five (5) years after the final close-out report.

However, if any litigation, claim, or audit is started before the expiration of the five (5) year period, then records must be retained for five (5) years after the litigation, claim or audit is resolved.

9. **Access to Records:** Records with respect to all matters covered by this agreement shall be made available for audit and inspection by DLG, HUD or their representatives.
10. **Sanctions:** If the Nonprofit or Participating Party fails or refuses to comply with the provisions set forth herein, then DLG or the Recipient may take any or all of the following sanctions: cancel, terminate or suspend in whole or in part this agreement, or refrain from extending any further funds to the Nonprofit or Participating Party until such time as the Nonprofit or Participating Party is in full compliance.
11. **Applicable Law:** In addition to the applicable Federal Laws and Regulations, this agreement is also made under and shall be construed in accordance with the laws of the State of Kentucky. By execution of this agreement, the Nonprofit and Participating Party agree to submit to the jurisdiction of the State of Kentucky for all matters arising or to arise hereunder, including but not limited to performance of said agreement and payment of all licenses and taxes of whatever kind or nature applicable hereto.
12. **Uniform Administrative requirements:** The Nonprofit and Participating Party shall adhere to the following administrative requirements:

Financial: Guidelines for financial and compliance audits of Federally assisted programs which are OMB Circular A-133, and OMB Circular A-87.

Procurement: The following provisions regarding "conflicts of interest" apply to the use and expenditure of CDBG funds by the Recipient, the Nonprofit and Participating Party.

Except for eligible administrative or personnel costs, the general rule is that no person who is an employee, agent, consultant, officer, or elected or appointed official of the State of Kentucky or a unit of general local government or any designated public agencies or subrecipient which are receiving CDBG funds who exercise or have exercised any function or responsibilities with respect to CDBG activities assisted herein or are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter. Exceptions may be granted by the Department for Local Government on a case-by-case basis as requested upon full disclosure in writing.

Should any governmental entity, recipient, subrecipient, employee or official know or perceive any breach of ethical standards or conflict of interest involving any other CDBG grant, they shall immediately notify the Department for Local Government.

Personnel: All contractors and subcontractors engaged in the project shall be fully qualified and properly licensed under State and local law to perform such services.

The Nonprofit and Participating Party shall ensure that all Prime Contractors/Subcontractors are bonded and insured in accordance with State and Federal requirements.

Other Program Requirements: All activities by the Nonprofit and Participating Party shall be carried out in compliance with all Federal laws and regulations except for environmental responsibilities and review process under Executive Order 12372, which are the responsibility of the Recipient.

Suspension and Termination: In accordance with 24 CFR 85.43 suspension or termination may occur if the Nonprofit (and/or) Participating Party materially fails to comply with any terms of this Agreement, and that the Agreement may be terminated for convenience in accordance with 24 CFR 85.44.

Debarment Certification: The Nonprofit and Participating Party must verify that all contractors and subcontractors are not listed in the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," prior to receiving Federal funds. The Nonprofit

and Participating Party must require that any prime contractor or lower tier contractor with a contract valued at more than \$100,000 must also complete a debarment certification and the Nonprofit and Participating Party will keep it on file for review as outlined in records and reports. The Nonprofit and Participating Party must also check the eligibility on all contractors and subcontractors who perform work under this Agreement regardless of dollar amount.

Use of Real Property and Reversion of Assets: Upon expiration or termination of this Agreement the Nonprofit and Participating Party shall transfer on behalf of the Recipient, to the Department for Local Government, or the Department for Local Government's Assignee, any CDBG funds on hand at that time and any accounts receivable attributable to the use of CDBG funds.

Any real property acquired or improved in whole or in part with CDBG funds must continue to be used for the purpose for which it was acquired or improved. Any changes in its use must be approved by the Department for Local Government in writing.

Amendments: Any changes in the scope of the project, as outlined in this Agreement, including cost increases, must be submitted in writing by the Nonprofit and Participating Party to the Recipient as a request for an award adjustment. Any adjustment granted by the Recipient shall be appended to this Agreement as an amendment.

13. **Copyright:** Except as otherwise provided in the terms and conditions of this contract, the Nonprofit and Participating Party paid through this contract is free to copyright any books, publications or other copyrightable materials developed in the course of and under this contract. However, the U. S. Department of Housing and Urban Development and DLG reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, for Federal Government and State Funded Agencies (SFA) purposes:

- A. the copyright in any work developed under this contract; and
- B. any rights of copyright to which a Nonprofit or Participating Party purchases ownership with grant support.

The Federal Government's rights and the DLG's rights identified above must be conveyed to the publisher and the language of the publisher's release form must insure the preservation of these rights.

14. **Compliance with Air and Water Acts:** Applicable to construction contracts and related subcontracts exceeding \$100,000: This contract is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended from time to time.

- A. A stipulation by the Contractor that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities, issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- B. Agreement by the Contractor to comply with all the requirements of section 114 of the Clean Air Act, as amended (42 USC 1857c-8-0 and section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said section 114 and 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition of award of contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract under consideration is to be listed on the EPA list of Violating Facilities.
- D. Agreement by the Nonprofit and Participating Party that he will include or cause to be included the criteria and requirements in paragraph (A) through (D) of this agreement, in every nonexempt

subcontract and requiring that the Contractor will take such action as the State may direct as a means of enforcing such provisions.

In no event shall any amount of assistance provided under this agreement be utilized with respect to a facility, which has given rise to a conviction under section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

15. **Subcontracting with Small and Minority Firms, Women's Business Enterprise and Labor Surplus Areas:** It is national policy to award a fair share of contracts to small and minority and women's owned businesses. Accordingly, affirmative steps must be taken to assure that small, minority and women owned businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:
 - A. Including qualified small and minority businesses on solicitation lists;
 - B. Assuring that small, minority and women owned businesses are solicited whenever they are potential sources;
 - C. Whenever economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small, minority and women owned businesses' participation;
 - D. Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority businesses; and
 - E. Using the services and assistance of the Small Business Administration, the Kentucky Cabinet for Economic Development, the U. S. Department of Commerce and the Community Services Administration as required.
16. **Confidential Information:** Any reports, information, data, etc., given to, prepared by, or assembled by the Nonprofit and Participating Party under this agreement, which DLG requests to be kept confidential, shall not be made available to any individual or organization by the Nonprofit and Participating Party without prior written approval of DLG.
17. **Prime Nonprofit Responsibilities:** The Nonprofit is required to assume sole responsibility for the complete effort and enforcement of laws and regulations under this agreement. The Recipient will consider the Nonprofit to be the sole point of contact with regard to contractual matters.
18. **Subcontracting:** If any part of the work covered by this agreement is to be subcontracted, the Nonprofit and Participating Party shall identify the subcontracting entity and the contractual arrangements made therewith to the Recipient. All subcontracts must be approved by the Recipient to ensure they are not debarred or suspended by the Federal or State Government and to ensure the Recipient understands the arrangements.
19. **Legal Services:** No attorney-at-law shall be engaged through the use of any funds provided under this contract in suits against the State, Local Public Body or any political subdivision.
20. **Political Activity:** None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office or otherwise in violation of the provisions of the "Hatch" Act.
21. **Reporting of Fraudulent Activity:** If at any time during the term of this agreement anyone has reason to believe by whatever means that, under this or any other program administered by DLG, a recipient of funds has improperly or fraudulently applied for or received benefits, monies or services pursuant to this or any other contract, such information shall be immediately reported to the appropriate authorities.
22. **Age Discrimination:** In accordance with 45 CFR, parts 90 and 91, the Nonprofit (and/or) Participating Party agrees there shall be no bias or age discrimination as to benefits and participation under this agreement.

23. **Section 109 of the Housing and Community Development Act of 1974:** No person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part pursuant to agreement.
24. **Section 3, Compliance and Provision of Training, Employment and Business Opportunities:** The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- The parties to this said contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- The contractor will certify that any vacant employment positions including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- The contractor agrees to submit such reports as required to document compliance with Part 135. Noncompliance with the regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
25. **Section 504 of the Rehabilitation Act of 1973:** The Nonprofit and Participating Party agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, in any program or activity that receives the benefits from the Federal financial assistance.
26. **Lead-Based Paint:** The construction or rehabilitation of residential structures with assistance provided under this Agreement is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. Any grants or loans made by the Nonprofit for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the provisions for the elimination of lead-base paint hazards under subpart B of said regulations, and the Nonprofit shall be responsible for the inspections and certifications required under section 35.14(f) thereof.

27. **Debarment Certification:** The Nonprofit and Participating Party must comply with Federal Debarment and Suspension regulations prior to entering into a financial agreement for any transaction as outlined below.

- A. Any procurement contract for goods and services, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold (which is \$25,000 and is cumulative amount from all Federal funding sources).
- B. Any procurement contract for goods and services, regardless of amount, under which the Nonprofit or Participating Party will have a critical influence on or substantive control over the transaction.

28. **Equal Employment Opportunity:** In carrying out the program, the Nonprofit and Participating Party shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Nonprofit and Participating Party must take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Nonprofit and Participating Party shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this non-discrimination clause. The Nonprofit and Participating Party shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Nonprofit and Participating Party shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for project or program.

The Nonprofit and Participating Party will, in all solicitations or advertisements for employees by or on behalf of the Nonprofit and Participating Party, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

The Nonprofit and Participating Party will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State advising the said labor union or workers' representatives of the Nonprofit and Participating Party's commitment under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Nonprofit and Participating Party will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the State.

The Nonprofit and Participating Party will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the State, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the State for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Nonprofit or Participating Party's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Nonprofit or Participating Party may be declared ineligible for further Government contracts or Federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the State, or as otherwise provided by law.

The Nonprofit and Participating Party will include the above provisions in every subcontract or purchase order unless exempted by rules, regulations, or orders of the State issued pursuant to section 204 of Executive Order 11246 of September 25, 1965, so that such provisions will be binding upon each Nonprofit and Participating Party or vendor. The Nonprofit and Participating Party will take such action with respect to any subcontract or purchase order as DLG may direct as a means of enforcing such provisions, including sanctions for noncompliance:

- Provided, however, that in the event a Nonprofit or Participating Party becomes involved in, or is threatened with, litigation with an entity as a result of such direction by DLG, the Nonprofit or Participating Party may request DLG to enter into such litigation to protect the interest of the State.
- The Nonprofit and Participating Party further agree that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally assisted construction work.
29. **Federal Labor Standards Provisions:** The project or program to which the work covered by this agreement pertains is being assisted by the United States of America and the Federal Labor Standards Provisions are applicable to any construction contracts in excess of \$2,000 or residential rehabilitation contracts involving more than eight units entered into by the Nonprofit or Participating Party. The Nonprofit or Participating Party shall include the required Federal language covering Davis-Bacon, Copeland Anti Kickback, and Contract work and Safety Standard Acts in any such contract.



David Johnston



Judge Executive

130 East Washington • Suite 215
Hartford, Kentucky 42317
Phone (270) 298-1400 • Fax (270) 298-4408
E-mail: OCJudge@OhioCountyKY.gov

August 9, 2022

Ms. Jennifer Peters
Office of Federal Grants
Department for Local Government
100 Airport Road, 3rd Floor
Frankfort, KY 40601

**RE: Ohio County CDBG-ED #22-004
Fair Housing/EEO Responsible Official**

This letter designates the following person as the local fair housing and equal employment opportunity responsible official:

Miranda Funk, Ohio County Fiscal Court Clerk
130 E. Washington St., STE 209, Hartford, KY 42347-1186
(270) 298-4400
TDD: 1-800-648-6056
Hours: 8:00 a.m.-4:00 p.m.

If you have any questions or require further information, please do not hesitate to contact me.

Respectfully,

David Johnston
Judge/Executive





David Johnston



Judge Executive

130 East Washington • Suite 213
Hartford, Kentucky 42317

August 9, 2022 Phone (270) 298-1400 • Fax (270) 298-1408

E-mail: OCJudge@OhioCountyKY.gov

Ms. Jennifer Peters
Office of Federal Grants
Department for Local Government
100 Airport Road, 3rd Floor
Frankfort, KY 40601

**RE: Ohio County CDBG-ED Project Otter
Community Development Block Grant (CDBG) #22-004**

Dear Ms. Peters:

On behalf of the Ohio County Fiscal Court, I offer assurances that the following conditions outlined in the grant agreement for the above-referenced project will be met:

- The Ohio County Fiscal Court will maintain a copy of the State's Fair Housing Analysis of Impediments;
- The Ohio County Fiscal Court will carry out fair housing activities;
- The Ohio County Fiscal Court will maintain demographic records;
- All required fair housing and equal opportunity posters will be displayed;
- The Ohio County Fiscal Court has adopted the State Title VI Plan; and
- The Ohio County Fiscal Court has adopted a drug-free workplace policy.

As always, please do not hesitate to contact me should you have questions or if I may be of further assistance.

Respectfully,

David Johnston
Judge/Executive



RESOLUTION 2023-2

RESOLUTION OF THE OHIO COUNTY FISCAL COURT
OF
OHIO COUNTY, KENTUCKY

A RESOLUTION OF THE OHIO COUNTY FISCAL COURT, OHIO COUNTY, KENTUCKY, AUTHORIZING THE COUNTY TO ENTER INTO A LEGALLY BINDING AGREEMENT, AND AUTHORIZING THE JUDGE EXECUTIVE TO SIGN AND EXECUTE ANY AND ALL DOCUMENTATION OF THE LEGALLY BINDING AGREEMENT, FOR THE PURPOSE OF ENTERING INTO A GRANT AGREEMENT WITH THE COMMONWEALTH OF KENTUCKY, DEPARTMENT FOR LOCAL GOVERNMENT.

It is resolved that:

The Ohio County Fiscal Court is hereby authorized to enter into a Legally Binding Agreement, a copy of which is attached hereto, with the Kentucky Whiskey Company, for the purpose of entering into a grant agreement with the Commonwealth of Kentucky, Department for Local Government; and

David Johnston, Judge/Executive is hereby approved and appointed to enter into said agreement and to execute all documents necessary to effectuate the closing of the Agreement.

NOW, THEREFORE, be it resolved this 9th day of August 2022, by the OHIO County Fiscal Court, OHIO County, Kentucky

In Witness hereof I hereunto affix my signature on this 9th day of August 2022.


David Johnston
Judge/Executive


Clerk

Resolution No. 2023-3

Residential Anti-displacement and Relocation Assistance Plan

The Ohio County Fiscal Court will replace all occupied and vacant occupiable low/moderate income dwelling units demolished or converted to a use other than as low/moderate income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR 570.606.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the grantees will make public and submit to the Governor's Department for Local Government, State of Kentucky, the following information in writing:

1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of replacement dwelling units; and
6. The basis for concluding that each replacement dwelling unit will remain a low/moderate income dwelling unit for at least 10 years from the date of initial occupancy.

The County will provide relocation assistance, as described in 24 CFR 570.606 to each low/moderate income household displaced by the demolition of housing or by the conversion of a low/moderate income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the Act, the County will take the following steps to minimize the displacement of persons from their homes:

THERE WILL BE NO DISPLACEMENT AS A RESULT OF THIS CDBG PROJECT.

Adopted by Ohio County Fiscal Court this 9th day of August 2022.

Miranda Funt
ATTEST

David Johnston
David Johnston, Judge/Executive

2023-4
Fair Housing Resolution

LET IT BE KNOWN TO ALL PERSONS OF Ohio County Fiscal Court that discrimination in the sale, rental, leasing, financing of housing or land to be used for construction of housing or in the provision of brokerage services because of race, color, religion, sex or national origin is prohibited by Title VIII of the 1968 Civil Rights Act (Federal Fair Housing Law).

It is the policy of the Ohio County Fiscal Court to implement programs to ensure equal opportunity in housing for all persons regardless of race, color, religion, sex or national origin. The Fair Housing Amendments Act of 1988 expands coverage to include disabled person and families with children. Therefore, the county does hereby pass the following Resolution.

BE IT RESOLVED that, within available resources, the Ohio County Fiscal Court will assist all persons who feel they have been discriminated against because of race, color, religion, sex, national origin, disability or familial status to seek equity under federal and state laws by filing a complaint with the U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Compliance Division.

BE IT FURTHER RESOLVED that the Ohio County Fiscal Court shall publicize this Resolution and through this publicity shall encourage owners of real estate, developers and builders to become aware of their respective responsibilities and rights under the Federal Fair Housing Law and amendments and any applicable state or local laws or ordinances.

SAID PROGRAM will at a minimum include: 1) printing and publicizing of this policy and other applicable fair housing information through local media and community contacts; 2) distribution of posters, flyers, and any other means that will bring to the attention of those affected, the knowledge of their respective responsibilities and rights concerning equal opportunity in housing; and 3) prepare an analysis of impediments to fair housing choice and actions to mitigate such impediments.

EFFECTIVE DATE:

This Resolution shall take effect on the 9th day of August, 2022.


Attest


Judge Executive David Johnston

RESOLUTION # 2023-5

WHEREAS, the Ohio County Fiscal Court has applied for and received funding from the Community Development Block Grant Program for the purpose of Project Otter; and

WHEREAS, the County understands that a procurement policy must be adopted when federal funds are used; and

WHEREAS, the County understands that the Community Development Block Grant Program is a federally funded program; and

WHEREAS, the County understands that a procurement policy ensures that maximum open and free competition is upheld in soliciting the professional services contract.

NOW, THEREFORE, BE IT RESOLVED, by the Ohio County Fiscal Court, that a procurement policy has been devised and will be utilized for solicitation of professional and construction services.

ADOPTED this 9th day of Aug 2022.


David Johnston, Judge/Executive


Attest

Resolution No. 2023-6

AN ORDER ESTABLISHING A CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE
OHIO COUNTY FISCAL COURT AND THE GREEN RIVER AREA DEVELOPMENT DISTRICT

WHEREAS, the Community Development Block Grant Program requires that a community receiving CDBG funds sign a Contract for Professional Services; and

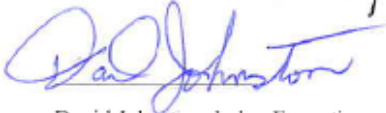
WHEREAS, the Contract for Professional Services must outline the process by which a CDBG project is administered; and

WHEREAS, the Commonwealth of Kentucky, Department for Local Government, has awarded a Community Development Block Grant to the Ohio County Fiscal Court; and

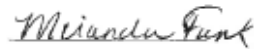
WHEREAS, the Green River Area Development District has been chosen to administer the Ohio County CDBG-ED Grant for Project Otter.

NOW, THEREFORE, BE IT RESOLVED by the Ohio County Fiscal Court that the Contract for Professional Services between the Ohio County Fiscal Court and the Green River Area Development District is hereby adopted.

APPROVED this 09 day of Aug., 2022.



David Johnston, Judge Executive



Attest

CONTRACT FOR PROFESSIONAL SERVICES
Community Development Block Grant Program

Ohio County CDBG-ED - Project Otter - Project # 22-004

PART 1 – AGREEMENT

This Contract for professional services is by and between the County of Ohio, State of Kentucky (hereinafter called "County"), acting herein by David Johnston, Judge/Executive, hereunto duly authorized, and Green River Area Development District, a corporation organized under the laws of the State of Kentucky (hereinafter called the "Consultant") , acting herein by Joanna Shake, Executive Director, hereunto duly authorized:

WITNESSETH THAT:

WHEREAS, the County has entered into an agreement with the State of Kentucky for the implementation of a Community Development Block Grant (CDBG) program pursuant to Title I of the Housing and Community Development Act of 1974; and

WHEREAS, the County desires to engage the Consultant to render certain technical assistance services in connection with its Community Development program:

NOW, THEREFORE, the parties do mutually agree as follows:

1. Employment of Consultant

The County hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform the following Scope of Services:

2. Scope of Services

The Consultant shall, in a satisfactory and proper manner, perform the following services:

- A. Prepare Environmental Review Record for All Activities. Responsibilities include making a recommendation to the local governing body as to a finding of the level of impact, preparation of all required public notices, preparation for Request for Release of Funds, and acquiring adequate documentation. For activities, which are not exempt from Environmental Assessments, an Environmental Assessment will be prepared. For activities, which are exempt and/or categorically excluded from Environmental Assessments, prepare a written Finding of Exemption, which should identify the project or Activity, and under which of the categories of exemption it falls. Also include documentation of compliance with requirements of historic preservation, floodplains and wetlands, and other applicable authorities.
- B. Coordinate with the community the Request for Payments to ensure consistency with the State Account procedures established for the KCDBG program.
- C. Ensure that the community has an acceptable financial management system as it pertains to finances of the KCDBG program. An acceptable system includes, but is not limited to, cash receipts and disbursement journal and accompanying ledgers, the cash control register, and should conform to generally accepted principles of municipal accounting.
- D. Establish project files in local government office. These must demonstrate compliance with all applicable Federal, State and local regulations. Monitor

project files throughout the programs to ensure they are complete and that all necessary documentation is being retained in the community's files.

- E. If applicable to the program, assist grant recipients in complying with regulations governing land acquisition (real property, easements, rights of way, donation of property, etc.).
- F. Prepare all bid documents and supervise the bidding process consistent with State and Federal Regulations.
- G. Secure the applicable wage decision from the State and include it in bid specifications.
- H. Prepare construction contracts which comply with Federal regulations.
- I. Obtain determination of contractor and subcontractor eligibility from the State.
- J. Check weekly payrolls to ensure compliance with wage decisions. Conduct onsite interviews and compare the results with appropriate payrolls.
- K. Monitor construction to ensure compliance with Equal Opportunity and Labor Standard provisions.
- L. Make progress inspections and certify partial payment requests.
- M. Make a final inspection and issue a final certificate of payment.
- N. Prepare closeout documents to include Program Completion Report, Final Wage Compliance Report and Certificate of Completion.

Services in each of the above work areas shall be performed under and at the direction of the Director, County Department of Community Development, or the designated representative.

3. Time of Performance

The services of the Consultant shall commence on July 1, 2022 and be provided on a per-day basis as requested by the Director of Community Development or his designated representative. Such services shall be continued in such sequence as to assure their relevance to the purposes of this Contract. In any event, all of the services required and performed hereunder shall be completed no later than December 30, 2024.

4. Access to Information

It is agreed that all information, data, reports, records and maps as are existing, available and necessary for the carrying out of the work outlined above, shall be furnished to the Consultant by the County and its agencies. No charge will be made to the Consultant for such information, and the County and its agencies will cooperate with the Consultant in every way possible to facilitate the performance of the work described in this Contract.

5. Compensation and method of Payment

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$35,000 for all services required. All contract work will be performed on a time and materials basis. Consultant time for principals and staff will be provided at their respective rate of compensation.

The County will make payment to the Consultant within twenty (20) days after the receipt of each invoice. The Consultant agrees to keep accurate records, including time sheets and travel vouchers, of all time and expenses allocated to the performance of contract work. Such records shall be kept in the offices of the Consultant and shall be made available to the County for inspection and copying upon request.

6. Ownership Documents

All documents, including original drawings, estimates, specifications, field notes and data are the property of the County. Consultant may retain reproducible copies of drawings and other documents.

7. Professional Liability

Consultant shall be responsible for the use of reasonable skill and care befitting the profession in the preparation of particular drawings, plans, specifications, studies and reports and in the designation of particular materials for the project covered by this Contract.

8. Indemnification

The Consultant shall comply with the requirements of all applicable laws, rules and regulations in connection with the services of Consultant and shall exonerate, indemnify and hold harmless the County, its officers, agents and all employees from and against them and local taxes or contributions imposed or required under the Social Security, Workers Compensation, and Income Tax laws. Further, Consultant shall exonerate, indemnify and hold harmless the County with respect to any damages, expenses or claims arising from or in connection with any of the work performed under this Contract by Consultant. This shall not be construed as a limitation of the Consultant's liability under the Contract or as otherwise proved by law.

9. Terms and Conditions

This Contract is subject to the provisions titled, "Part II – Terms and Conditions," attached hereto and incorporated by reference herein.

10. Address of Notices and Communications

David Johnston, Judge/Executive
County of Ohio
130 E. Washington Street
Hartford, KY 42347

Joanna Shake, Executive Director
Green River Area Development District
300 GRADD Way
Owensboro, KY 42301

11. Captions
Each paragraph of this Contract has been supplied with a caption to serve only as guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or application.

12. Authorization
This Contract is authorized by County Resolution 2023-62, adopted August 9, 2022, copies of which are attached hereto and made a part hereof.

ATTEST:

Micanda Fink

COUNTY OF OHIO

By: David Johnston
David Johnston, Judge/Executive

Date: 8-9-22

Green River Area Development District

By: _____

Joanna Shake, Executive Director

Date: _____

CONTRACT FOR PROFESSIONAL SERVICES

PART II – TERMS AND CONDITIONS

1. Termination of Contract for Cause

If through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenant, agreements or stipulations of this Contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the City from the Consultant is determined.

2. Termination for Convenience of the City

The City may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Consultant. If the Contract is terminated by the City as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Consultant, Paragraph 1 hereof relative to termination shall apply.

3. Changes

The City may, from time to time, request changes in the scope of services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the City and the Consultant, shall be incorporated in written amendments to this Contract.

4. Personnel

- A. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.
- B. All of the services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- C. None of the work or services covered by this Contract shall be subcontracted without the prior approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability

The Consultant shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; provided, however, that claims for money by the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

6. Reports and Information

The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

7. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

8. Copyrights and Patents

Any copyrightable work resulting from this Agreement is available to the author for such, but the City and the Kentucky Department for Local Government reserve the option for unlimited use and license to such work. Any discovery or invention shall be reported promptly to the City and the Kentucky Department for Local Government for the determination as to whether patent protection should be sought and how the rights of any patent shall be disposed of and administered in order to protect the public interest.

9. Compliance with Local Laws

The Consultant shall comply with applicable laws, ordinances and codes of the State and local governments.

10. Access to Records

The Consultant shall maintain accounts and project records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both CDBG and non-CDBG shares. These records will be made available to the City, the Kentucky Governor's Office for Local Development Commonwealth of Kentucky Finance & Administration Cabinet, Commonwealth of Kentucky Auditor of Public Audits, Commonwealth of Kentucky Legislative Research Commission, U.S. Department of Housing and Urban Development, the U. S. Department of Labor, and the Comptroller General of the United States, or any of their duly authorized representatives. These parties shall have access to any books, documents, papers and records of the Consultant, which are directly pertinent to the project for the purpose of making audit, examination, excerpts and transcriptions. All records shall be maintained for five years after project closeout.

11. Title VI, Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

12. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

13. Age Discrimination

The Contractor shall comply with the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age. No person shall be excluded from participation in, denied program benefits of, or subject to discrimination on the basis of age under any program or activity funded in whole or in part with Federal funds.

14. Section 504

The Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, which extends the prohibitions against discrimination to individuals with disabilities.

15. Conflict of Interest Clauses

Interest of Members of a City

No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.

Interests of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.

Interest of Consultant and Employees

The Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his

services hereunder. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

16. "Section 3" Compliance

- A. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work and purchase of services and supplies in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
- C. The Consultant will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment training.
- D. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a *finding* that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors

and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

17. Equal Opportunity Clause (Contracts above \$10,000)

During the performance of this Contract, the Consultant agrees as follows:

- A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.
- B. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the City's Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- F. In the event of the Consultant's noncompliance with the non-compliance clause of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.
- G. The Consultant will include the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965 as amended, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the City's Department of Housing and Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City's Department of Housing and Community Development, the Consultant may request the United States to enter such litigation to protect the interests of the United States.

OHIO COUNTY FISCAL COURT
OHIO COUNTY
KENTUCKY

RESOLUTION 2023-7

A RESOLUTION ADOPTING THE OHIO COUNTY SOLID WASTE
MANAGEMENT PLAN 2023-2027 UPDATE

WHEREAS, Ohio County Fiscal Court is required by KRS 224.43-340 and KRS 224.43-345 to submit an update of the area solid waste management plan, and

WHEREAS, the Ohio County Solid Waste Management Area is governed by the Ohio County Fiscal Court; and

WHEREAS, the Ohio County Solid Waste Management Plan 2023-2027 Update sets the agenda for implementation of solid waste reduction and management for the years inclusive of 2023-2027.

WHEREAS, a Public Comment period on the Ohio County Solid Waste Management Plan 2023-2027 Update was conducted in the County.

**NOW, THEREFORE BE IT RESOLVED BY THE FISCAL COURT,
COUNTY OF OHIO, COMMONWEALTH OF KENTUCKY THAT:**

The Ohio County Fiscal Court hereby adopts the Ohio County Solid Waste Management Plan 2023-2027 Update and supports its Action Plan, Implementation Plan and associated activities.

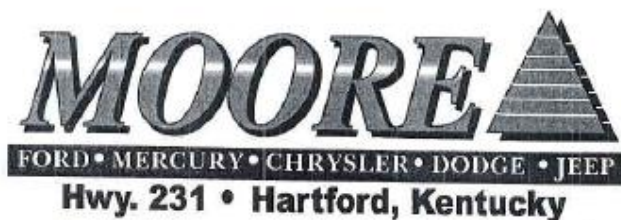
This 9th day of August, 2022, said resolution was adopted and approved at a meeting of the Ohio County Fiscal Court.

Signed:


Ohio County Judge/Executive

Attest:


Fiscal Court Clerk



Ohio County Emergency Management Bid

New Ram 2500 ¾ Ton Crew Cab 4x4

6'4" Bed 6.4L Gas

\$55,765 On The Road

GARY KUEK Gm



7/22/2022

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OHIO COUNTY
OLD LIBERTY CHURCH ROAD
\$400,000 – FD07 FUNDS

AGREEMENT BETWEEN
COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
AND
OHIO COUNTY

THIS AGREEMENT, entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways, hereinafter referred to as the “**Department**,” and Ohio County, 130 East Washington Street, Suite 215, Hartford, KY 42347, hereinafter referred to as the Local Public Agency (“**LPA**”).

WITNESSETH:

WHEREAS, the parties hereto desire to resurface Old Liberty Church Road in Ohio County, which shall hereinafter be referred to as the “**Project**,”

WHEREAS, the **LPA** desires to be the lead agency and perform this **Project** to enhance the safety and reliability of roadway connections for the commuting public;

WHEREAS, the **LPA** shall refer to the applicable state requirements listed in the Project Development Guide for Local Public Agencies and any future revisions for assistance in complying with this Agreement;

WHEREAS, the **LPA** has asked the **Department** for funding assistance for costs incurred during this **Project**;

WHEREAS, the **Department** agrees this is a worthwhile **Project** and is willing to reimburse the **LPA** up to \$400,000 in state economic development funding (FD07) for the completion of this **Project**; and

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OHIO COUNTY
OLD LIBERTY CHURCH ROAD
\$400,000 – FD07 FUNDS

WHEREAS, any cost in excess of the reimbursement funding (\$400,000) for this **Project** will be the responsibility of the **LPA**.

NOW, THEREFORE, in consideration of these premises and the mutual covenants contained herein, the parties hereby agree as follows:

1. The **Department** agrees to reimburse the **LPA** up to \$400,000 for completion of work by the **LPA**, or consultants, contractors, or subcontractors hired by the **LPA**, under the obligations of this Agreement for resurfacing Old Liberty Church Road (CR 1193) from Milepoint 0.700 extending northerly to Milepoint 1.900 for approximately 1.200 miles.

This **Project** is designed to enhance the reliability of the highway network and safety for motorists in the area providing safe connections. Any ineligible costs or costs in excess of \$400,000 are the responsibility of the **LPA**. The **LPA** further agrees that they will require, in perpetuity, the placement of a culvert or road tile, for any new entrance constructed, that effects the drainage area, surrounding any of the roads listed in this agreement. The manner as to the implementation of this requirement, shall be at the discretion of the **LPA**.

2. The **Department** has authorized up to \$400,000 in state economic development funding (FD07) for all eligible expenses for this **Project**. This funding shall be made available for reimbursement to the **LPA** for all eligible expenses to the **Project**. The **LPA** shall be responsible for all eligible costs above the \$400,000 as well as any costs deemed ineligible for reimbursement from this **Project**. Any additional funding obligated for the completion of this **Project** shall be evidenced in writing by both parties with a Supplemental Agreement.
3. This Agreement is contingent upon the continued availability of appropriated funding. If the funding appropriated for the **Project** becomes unavailable for any reason including: the Kentucky General Assembly's failure to appropriate the funding, by operation of law or as the result of a reduction in funding, further reimbursement of **Project** expenditures may be denied,

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OHIO COUNTY
OLD LIBERTY CHURCH ROAD
\$400,000 – FD07 FUNDS

the **Project** may be cancelled, the timeline extended or the scope amended by the **Department** either in whole or in part without penalty. Denial of further reimbursement, **Project** cancellation, extension or amendment because of an interruption in the appropriated funding is not a default or breach of this Agreement by the **Department** nor may such denial, cancellation, extension or amendment give rise to any claim against the **Department**.

4. The effective date of this Agreement is the date of signature by the Secretary of the Transportation Cabinet. The Term of Eligible Reimbursement under this Agreement shall be three (3) years from the date of its execution unless extended or amended by written Agreement in accordance with the provisions of KRS 45A. Any and all funding obligated for any phase of this **Project** shall be available to reimburse the **LPA** for eligible work activities completed and costs incurred prior to expiration.
5. The **LPA** shall follow state specifications for each necessary phase of this **Project**. The **LPA** shall adhere to all state regulations, including KRS 45A, KRS 176, KRS 177, and all terms of this Agreement for activities related to this **Project** as lead agency. The **LPA** will obtain any required permits, licenses or easements required to initiate, perform, and complete work and provide documentation to the **Department's** District 2 Office in Madisonville. In addition, the **LPA** is responsible to meet all other requirements and adhere to all regulations necessary to qualify for the receipt of these state funds. Concurrence must be obtained by the **LPA** through the **Department's** District 2 Chief District Engineer in Madisonville prior to the awarding of any contract for work or materials to be used on this **Project**.
6. Should the **Project** require any design services, the **LPA** agrees to use only licensed consultants who are pre-qualified to do work for the **Department** or to use a licensed Professional Engineer registered in the Commonwealth of Kentucky that demonstrates sufficient experience and knowledge in the type of work and receives the approval of the **Department's** District 2 Chief District Engineer in Madisonville. The **LPA** shall be responsible for all **Project** design activities, which may be completed either by the **LPA's** staff

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OHIO COUNTY
OLD LIBERTY CHURCH ROAD
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or a consultant that is to be selected based on qualifications. All design work to be contracted must comply with all legal advertisement and selection requirements including, but not limited to, the Model Procurement Code provisions of KRS 45A and KRS 424. The **LPA** shall submit and obtain concurrences to the **Department's** District 2 Chief District Engineer in Madisonville final design plans, specifications, and a total estimate prior to any construction. When applicable, the **LPA** must obtain any necessary permits or easements to allow for work to be accomplished on this **Project** and adhere to the Uniform Relocation Assistance (URA) and Real Property Acquisitions Policies Act.

7. Should the **Project** require the acquisition of any interest in real property by the **LPA**, the **LPA** shall ensure that all real property acquisition, relocation assistance, and property management are completed in a fair, equitable and approved manner consistent with all state laws and regulations governing the acquisition of real property for public use using highway funding. In all real property acquisitions, concurrence must be obtained through the **Department's** Division of Right of Way and Utilities and shall be subject to review and approval by the **Department**.
8. The **LPA** must obtain encroachment permits to allow for work to be accomplished on state owned right-of-way from the **Department's** District 2 Office in Madisonville. The **LPA** acknowledges that the **Department** will require the placement of a restrictive easement approved by and in favor of the **Department** in the chain of title of any real property acquired or improved pursuant to the **Project**. If the owner of any real property acquired or improved pursuant to the **Project** is not the **Department** or the **LPA**, the owner shall sign and be made a party to this Agreement and the owner hereby acknowledges, covenants and consents to the placement of a restrictive easement for perpetual maintenance of the property acquired or improved pursuant to the **Project** in the chain of title in favor of the **Department** prior to final reimbursement by the **Department**.

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OHIO COUNTY
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9. The **LPA** shall either adopt in writing the **Department's** written Policies and Procedures for Right of Way Acquisition and Relocation Assistance or present its own written Policies and Procedures for approval by the **Department's** Division of Right of Way and Utilities. The **LPA** shall conduct all appraisals and appraisal reviews using personnel meeting the **Department's** minimum qualifications and listed on the **Department's** pre-qualified appraiser and reviewer list. If the **LPA** chooses to use an acquisition consultant on all or any portion of the **Project**, the selection of the consultant shall be in accordance with the **Department's** Division of Right of Way Guidance Manual. All appraisals must be reviewed and approved by the **Department's** Central Office review appraisers, failure to do so will result in the **Project** being ineligible for funding reimbursement. The **LPA** shall provide property management in accordance with approved procedures and be responsible for the abatement of any asbestos containing materials and removal of contaminated soils pursuant to applicable state laws and regulations. The **LPA** shall provide the **Department** necessary assurance that all real property has been acquired and all displaced individuals, businesses, non-profit organizations and farms have been offered relocation assistance according to applicable state laws and regulations. The **LPA** shall provide the **Department** necessary documentation for review and approval at various stages of the acquisition process, as described in the **Department's** Right of Way Guidance Manual.
10. When conducting a utility relocation, KRS 177.035 and KRS 179.265 determine the necessity of payment for utility companies. Identification of utility or railroad facilities in conflict with the **Project**, the execution of a remedy for said conflict and oversight of the execution, and all work related to the **Project** shall be done in accordance with the Cabinet's Standards, Specifications, Standard Drawings, and Utilities and Rails Manual. Utility relocations shall be designed by the utility company and shown on the **Project's** survey and general plan sheets. The impacted utility company, with its regular construction or maintenance personnel, and/or with an approved contractor or subcontractor, will furnish all engineering, administration, labor, and materials to make and complete all necessary adjustments of its facilities to accommodate the **Project**. Correspondence pertaining to utility or railroad coordination must

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OHIO COUNTY
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be provided to both contracted parties. If a conflict of interest arises between the obligated party and a utility company, the unobligated party shall intercede to provide the utility coordination. The completed relocation shall be inspected to document the proper installation of the facilities. Upon full execution of the utility relocation for the **Project**, three (3) sets of as-built plans for each utility company that completes facility relocation on the project prior to the construction letting, a utility impact note defining the utilities identified in the **Project**, relocations that have been performed, incomplete relocations, and completion schedules for the incomplete work must be provided.

11. State construction criteria for the type of work shall be followed, including but not limited to the **Department's** Highway Design Manual, the **Department's** Standard Drawings, the **Department's** Standard Specifications for Road and Bridge Construction, the **Department's** Drainage Manual, the **Department's** Structural Design Manual, the American Association of State Highway Transportation Officials' (AASHTO) "Policy on Geometric Design of Highways and Streets," and the FHWA Manual on Uniform Traffic Control Devices (MUTCD). All work performed shall be in accordance with the **Department's** Standard Specifications for Road and Bridge Construction, edition of 2019, and as provided in Subsection 105.01 of said Specifications. All materials furnished shall be in accordance with Subsection 106 of said Specifications to include all **Department** List of Approved Materials. These standards, specifications, and criteria are incorporated in this Agreement by this reference.
12. The **LPA** agrees to use only licensed contractors and subcontractors who are pre-qualified to do work for the **Department** for any necessary construction services. The **LPA** shall be responsible for all **Project** construction activities, which may be completed either by the **LPA's** staff or through the advertisement, opening of bids, selection, and contracting for contractor services in accordance with the Model Procurement Code provisions of KRS 45A and KRS 424. Specific requirements defined within KRS 45A require that the award be made to the lowest responsive bidder meeting the criteria of responsibility established by the

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Department. The contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded. The contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. The LPA must receive **Department** approval for all change orders and shall have approval of the appropriate governing authority, but shall not increase the funding obligated to the LPA as a result of this Agreement.

13. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this contract, the LPA agrees as follows:
 - a. The LPA will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The LPA further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The LPA agrees to provide, upon request, needed reasonable accommodations. The LPA will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - b. The LPA will, in all solicitations or advertisements for employees placed by or on behalf of the LPA; state that all qualified applicants will receive consideration for employment

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without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

c. The LPA will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the LPA's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The LPA will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

d. The LPA will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

e. The LPA will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the LPA's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the LPA may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

g. The LPA will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each sub-contractor or vendor. The LPA will take such action with respect to any

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subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance.

14. The **LPA** shall be responsible for all aspects of administration, measuring, testing, and inspections to ensure the materials and work meets the **Department's** specifications of the construction contract. This includes providing daily, on-site inspection of the contractor's work activities and processing all of the paper work associated with the construction contract, including any change orders. The **Department** shall have access to the **Project** area and may conduct field reviews of the **Project** at any time. These field reviews are intended to verify status of the **Project**, performance of the contractor, adequacy of the **LPA** oversight, conformance with all laws, regulations, and policies and provide assistance to the **LPA** as may be necessary.
15. The **LPA** may submit to the **Department's** District 2 Office in Madisonville current billings reflecting the actual cost of work incurred during any given work period, which will be paid within a reasonable time after receipt by the **Department**; however, in no event is the **LPA** to submit billings for work performed for less than a thirty (30) day period. All charges to the **Project** shall be supported by properly executed invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charge. The **Department** may require additional documentation at their discretion.
16. The **LPA** is responsible for ensuring that all **Project** construction activities have been completed and are responsible for providing all of the necessary paperwork as required by the construction contract. The **LPA** will conduct a field inspection to verify completion of the work in conformance with the Agreement. This documentation must be provided to the **Department's** District 2 Chief District Engineer in Madisonville prior to final payment of the **Project**. When both the **LPA** and the **Department** accept the field work as complete, the **LPA's** project manager shall certify the **Project** was constructed in accordance with the plans and specifications and that all funding authorized on this **Project** has been used to reimburse

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for materials, equipment, or labor as intended and at the location agreed herein by both parties. Upon receipt of the **Department's** Final Acceptance Report, the **LPA** will issue the final payment to the contractor with an official Release of Contractor form for signature. Within 30 days, the **LPA** shall provide the **Department** with a copy of the official Release of Contractor form, as well as proof of payment, which includes cancelled checks.

17. This Agreement and the maintenance responsibilities herein shall survive in perpetuity the cancellation or termination of all or any portion of the **Project**, and shall survive the completion of and acceptance of the **Project**. To protect the public interest and maintain the original intent, the **LPA** agrees to maintain in an acceptable condition all facilities improved by the **Project** to the condition existing at the time of the Final Acceptance Report in perpetuity. In the event that the **Project** improvements are not maintained as a public facility, the **LPA** shall reimburse the **Department** for all costs incurred and for all funding expended pursuant to the **Project**, including any applicable interest.
18. The **LPA** shall maintain for a period of three (3) years all records of materials, equipment, and labor costs involved in the performance of work of said **Project**. In order to obtain reimbursement from the **Department** for constructing said **Project**, the **LPA** shall submit to the **Department's** District 2 Office in Madisonville documented invoices of materials, equipment, and labor used on the **Project**, including certification that the work was accomplished on a publicly maintained facility.
19. No member, officer, or employee of the **Department** or the **LPA** during his tenure or for one (1) year thereafter shall have any financial interest, direct or indirect, in this Agreement or the proceeds thereof as identified in KRS 45A.340. The **Department** and the **LPA** shall comply with the requirements of the Executive Branch Code of Ethics KRS Chapter 11A. The **LPA** warrants that no person, elected official, selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. No member, officer, or employee

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of the **Department** or **LPA** shall collude or lobby on behalf of this **Project** without penalty, including but not limited to suspension or debarment.

20. To the extent permitted by law, the **LPA** shall indemnify and hold harmless the **Department** and all of its officers, agents, and employees from all suits, actions, or claims of any character arising from any injuries, payments or damages received or claimed by any person, persons, or property resulting from implementation of any phase of the **Project** or occurring on or near the **Project** site.
21. Either party may cancel the contract at any time for cause or may cancel without cause on 30 days written notice.
 - a. The **Department** reserves the right to cancel all reimbursements under 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 **LPA**. If reimbursement under this Agreement is canceled under this section by reason other than violation of this Agreement or any applicable law by the **LPA**, its agents, employees and contractors, the **Department** shall reimburse the **LPA** according to the terms hereof for all expenses incurred under this Agreement to the date of such cancellation of reimbursement.
 - b. The **LPA** may seek to cancel its obligations under this Agreement at any time deemed to be in the best interest of the **LPA** by giving thirty (30) days written notice of such request to the **Department**. If the **Department** agrees to allow the **LPA** to cancel the Project or cancel its obligations under this Agreement, the **LPA** shall reimburse the **Department** for all funding reimbursements made under this Agreement.
 - c. Any dispute concerning a question of fact in connection with the work not disposed of by Agreement between the **LPA** and the **Department** shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final. Any proposed change or extension to this Agreement shall be at the mutual consent of the **LPA** and the **Department** and be evidenced in writing.

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22. The Kentucky General Assembly may allow for a reduction in a contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the contract will be reduced by the amount specified in that document.
23. The **Department** certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The **LPA** hereby acknowledges it is responsible to inform any entity it intends to hire or use as a contractor, as defined in KRS 45A.030(9), that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor 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 61.884.
24. KRS 45A.485 requires the **LPA** to certify that all contractors shall reveal to the **Department**, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

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The LPA shall certify that all contractors agree to be in continuous compliance with the provisions of those statutes which apply to the contractor's operations. Failure to reveal a final determination or failure to comply with the above statutes for the duration of the contract shall be grounds for the LPA's cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

25. It is understood and agreed by these parties that if any part of this contract is held by the courts to be illegal or in conflict with any law of the Commonwealth of Kentucky, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.
26. The LPA will pass a resolution authorizing the Judge/Executive to sign this Agreement on behalf of the LPA. An acceptable Resolution shall contain the project name, description, amount of funds being provided and an acknowledgement that the LPA agrees to ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Agreement. Furthermore, by accepting the funds the LPA agrees to all terms and conditions stated in the Agreement. A copy of that resolution shall be attached to and made a part of this Agreement.

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IN WITNESS WHEREOF, the parties have caused these presents to be executed by their officers thereunto duly authorized.

OHIO COUNTY

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

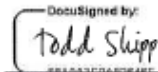

David L. Johnston
Judge/Executive

Jim Gray
Secretary

DATE: Aug 9, 2022

DATE: _____

APPROVED AS TO FORM & LEGALITY

DocuSigned by:


Todd Shipp
Office of Legal Services

DATE: 7/29/2022