

Ohio County Fiscal Court  
August 23, 2022 5:00 PM  
Ohio County Community Center  
Hartford, KY

Attendance Taken at 5:00 PM:

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

Absent Board Members:  
Larry Keown

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

II. Approve August 9, 2022 Minutes

**Motion Passed:** Approved August 9, 2022 Minutes passed with a motion by Sam Small and a second by Joe Barnes.

5 Yeas - 0 Nays.

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

III. Bills, Claims, Payments and Transfers

**Motion Passed:** Bills, Claims, Payments and Transfers stand approved as presented including late list passed with a motion by Larry Morpew and a second by Jason Bullock.

5 Yeas - 0 Nays.

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

IV. Clerk's Receipt of Sheriff's Delinquent Taxes

**Motion Passed:** Acknowledged having Clerk's received the receipt of the Sheriff's Delinquent Taxes passed with a motion by Jason Bullock and a second by Sam Small.

5 Yeas - 0 Nays.

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

V. Clerk's Certification from the 2022 Board of Assessment Appeals

**Motion Passed:** Acknowledged having received the Clerk's Certification from the 2022 Board of Assessment Appeals passed with a motion by Jason Bullock and a second by Larry Morpew.

5 Yeas - 0 Nays.

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

**VI. Sheriff's 2021 Oil & LSG Settlement**

**Motion Passed:** Acknowledged having received the Sheriff's 2021 Oil & LSG Settlement passed with a motion by Sam Small and a second by Jason Bullock.

**5 Yeas - 0 Nays.**

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

**VII. Sheriff's Amended 1st Quarter Fee Account Report**

**Motion Passed:** Acknowledged having received the Sheriff's Amended 1st Quarter Fee Account Report passed with a motion by Jason Bullock and a second by Joe Barnes.

**5 Yeas - 0 Nays.**

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

**VIII. Sheriff's 2nd Quarter Fee Account Report**

**Motion Passed:** Acknowledged having received the Sheriff's 2nd Quarter Fee Account Report passed with a motion by Sam Small and a second by Joe Barnes.

**5 Yeas - 0 Nays.**

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

**IX. Real Property 2022 Tax Rates**

**Motion Passed:** Approved the Real Property 2022 Ohio County Tax Rate of 7.6% passed with a motion by Joe Barnes and a second by Larry Morphew.

**5 Yeas - 0 Nays.**

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

**X. Tangible 2022 Tax Rates**

**Motion Passed:** Approved the Ohio County Tangible 2022 Tax Rate of 7.9% passed with a motion by Joe Barnes and a second by Sam Small.

5 Yeas - 0 Nays.

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

XI. Motor Vehicle 2022 Tax Rates

Motion Passed: Approved the Ohio County Motor Vehicle 2022 Tax Rate of 6.3% passed with a motion by Joe Barnes and a second by Jason Bullock.

5 Yeas - 0 Nays.

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

XII. Resolution 2023-8 Burgess Lane Bridge

Motion Passed: Approved Resolution 2023-8 Burgess Lane Bridge Funding from 80/20 funds and agreement passed with a motion by Larry Morphew and a second by Sam Small.

5 Yeas - 0 Nays.

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

XIII. Sheriff Surplus

Motion Passed: Approved to surplus a 2012 Dodge Charger with 134,000 miles Vin:2C3CDXATXCH304976 passed with a motion by Joe Barnes and a second by Sam Small.

5 Yeas - 0 Nays.

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

XIV. Jerusalem Ridge Lease and Operating Agreement

Discussion:  
Fiscal Court chose to table the item until reviewing the changes that have been made.

XV. Old Liberty Church Road Extension

Motion Passed: Approved the Extension of Old Liberty Church Road of 4,515 lineal Feet added using a CDBG Grant for the extension of Old Liberty Church Road in Bluegrass Crossings for infrastructure purposes providing access to Whiskey Company LLC Facility passed with a motion by David Johnston and a second by Sam Small.

5 Yeas - 0 Nays.

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

**XVI. Road Department Personnel**

**Motion Passed:** Approved Road Department new hire of Morris Bernard II as Seasonal General Labor/Operator at \$15.86 per hour, effective August 28, 2022 passed with a motion by David Johnston.

**5 Yeas - 0 Nays.**

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

**XVII. Road Department Personnel**

**Motion Passed:** Approved Road Department new hire of Danny Filback as Seasonal General Labor/Operator at \$15.86 per hour effective August 28, 2022 passed with a motion by David Johnston.

**5 Yeas - 0 Nays.**

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

**XVIII. ARCH Program Personnel**

**Motion Passed:** Approved ARCH Program new hire of Georgia Brown as full time Clerk Level 1 at \$13.80 per hour pending passing a drug test effective August 28, 2022 passed with a motion by David Johnston.

**5 Yeas - 0 Nays.**

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

**XIX. Committee Reports**

**XX. Board of Assessment Appeals Appointments**

**Motion Passed:** Approved to re-appoint members to the Ohio County Board of Assessment Appeals. members being Marty Shepherd, Alan Maddox, Carol Lamar passed with a motion by David Johnston.

**5 Yeas - 0 Nays.**

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

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

XXII. Homeplace HVAC

**Motion Passed:** Approved to pay up to \$8,000.00 from reserves for the purchase of a new ac/HVAC system for the Bill Monroe Homeplace. Authorize county Treasurer to issue check(s) passed with a motion by Larry Morpew and a second by Jason Bullock.


5 Yeas - 0 Nays.	
Larry Morpew	Yes
Sam Small	Yes
Jason Bullock	Yes
Joe Barnes	Yes
David Johnston	Yes
Larry Keown	Absent

XXIII. Citizen's Comments

XXIV. 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>				
<div>Sam Small</div> <div>Magistrate</div> <div>District 1</div>	<div>Jason Bullock</div> <div>Magistrate</div> <div>District 2</div>	<div>Joe Barnes</div> <div>Magistrate</div> <div>District 3</div>	<div>Larry Keown</div> <div>Magistrate</div> <div>District 4</div>	<div>Larry Morphew</div> <div>Magistrate</div> <div>District 5</div>	<div>Justin Keown</div> <div>County</div> <div>Attorney</div>
<div>Ohio County Fiscal Court Meeting</div> <div>August 23, 2022 5:00pm</div> <div><div>1. Call to Order – Judge Executive David Johnston Prayer and Pledge to the Flag</div><div>2. August 9, 2022 Minutes</div><div>3. Bills, Claims, Payments, and Transfers</div><div>4. Treasurer’s July 2022 Financial Report</div><div>5. Clerk’s Receipt of Sheriff’s Delinquent Taxes</div><div>6. Clerk’s Certification from the Board of Assessment Appeals</div><div>7. Sheriff’s 2021 Oil &amp; LSG Settlement</div><div>8. Sheriff’s Amended 1<sup>st</sup> Quarter Fee Account Report</div><div>9. Sheriff’s 2<sup>nd</sup> Quarter Fee Account Report</div><div>10. Real Property 2022 Tax Rates</div><div>11. Tangible 2022 Tax Rates</div><div>12. Motor Vehicle 2022 Tax Rates</div><div>13. Resolution 2023-8 Burgess Lane Bridge 80/20</div><div>14. Surplus</div><div>15. Jerusalem Ridge Lease and Operating Agreement</div><div>16. Old Liberty Church Road Extension</div><div>17. Personnel</div><div>18. Committee Reports</div><div>19. Board of Assessment Appeals Appointments</div><div>20. Magistrates Comments and Requests</div><div>21. Adjournment</div></div>					

62A303-A (3-19)  
Commonwealth of Kentucky  
DEPARTMENT OF REVENUE



CERTIFICATION  
(Attach to Revenue Form 62A303)

The Board of Assessment Appeals of Ohio County met at the call of the county judge-executive on the 2 day of August, 20 22. The following persons were appointed members:

Alan Maddox, Carol Lamar, Marty Shepherd,

Alan Maddox was appointed chairman of the Board of Assessment Appeals by the county judge-executive. The order of appointment is recorded in Order Book No. \_\_\_\_\_, Page No. \_\_\_\_\_, in the county clerk's office. All members of the board were sworn according to law.

The board met on 8/2/22 \_\_\_\_\_  
Dates

and adjourned on the 2 day of August, 20 22. A quorum was present at each meeting.

Buss J. Ralph  
Signature of County Clerk

OHIO County

I, Alan Maddox, Chairman of the Ohio County Board of Assessment Appeals certify that the foregoing \_\_\_\_\_ pages are a true and correct copy of the Minutes of the Board of Assessment Appeals of Ohio County for the tax year 20 22.

Alan Maddox  
Chairman, Board of Assessment Appeals

Subscribed and sworn to before me this 2 day of August, 20 22.

\_\_\_\_\_  
Signature of County Clerk

Ohio County

62A1092  
2-06

Ohio COUNTY COURT



ORDER OF ALLOWANCE TO THE BOARD OF ASSESSMENT APPEALS

It is ordered by the court that the members of the Board of Assessment Appeals and the county clerk be allowed the amounts as listed below for their services in hearing appeals and reviewing tax assessments for the year 2022.

Members	Days Served	Rate Per Day	Total Compensation	State's Share (one-half)
<u>Alan Maddox</u>	<u>1</u>	<u>\$ 100.-</u>	<u>\$ 100.00</u>	<u>\$ 50.00</u>
<u>Carol Lamar</u>	<u>1</u>	<u>\$ 100.-</u>	<u>\$ 100.00</u>	<u>\$ 50.00</u>
<u>Marty Shephard</u>	<u>1</u>	<u>\$ 100.-</u>	<u>\$ 100.00</u>	<u>\$ 50.00</u>
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
TOTALS		\$	\$	\$

It is ordered that the above compensation be paid one-half by the Fiscal Court of this County and one-half by the Commonwealth of Kentucky.

X [Signature], Judge-Executive  
Ohio County Fiscal Court

I, Bess T. Ralph, Clerk of Ohio County do hereby certify that the foregoing is a true and correct copy of the Order Allowing Compensation to the Board of Assessment Appeals and the county clerk and is recorded in Order Book No. \_\_\_\_\_, Page No. \_\_\_\_\_, in my said office.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Ohio, County Clerk

RATE PER DAY:

Each board member shall be paid \$100 for each day he serves. The county clerk is entitled to the same rate as board members. Submit one completed copy with minutes of the Board of Assessment Appeals to the Office of Property Valuation.



County Ohio

[illegible]

Office of Property Valuation  
Division of Local Support  
P O Box 1727  
Frankfort, KY 40602-1727

**INSTRUCTIONS**

No later than three working days after the expiration of the inspection period the county clerk shall provide to the property valuation administrator a copy of each appeal petition and a summary of the appeals filed with the county board of assessment appeals.

The county clerk shall notify the Department of Revenue of all assessment appeals and of the dates and times of the hearings.

Columns (1), (2), (4) and (5) are self-explanatory. Under Column (3), indicate residential (R), farm (F), commercial (C) or unmined mineral (M). Under Column (6), list the taxpayer's opinion of the fair cash value of the property under appeal. Under Column (7), list the date and time of each hearing.



INSTRUCTIONS

Prepare this form in triplicate. Number the pages if there is more than one page of minutes.

Only appeals to the board are to be recorded in the minutes. Columns (1), (2), (4) and (5) are self-explanatory. Under Column (3), indicate residential (R), farm (F), commercial (C) or unmined mineral (M). Check (✓) Column (6) if the taxpayer did not appear at the hearing. Check (✓) Column (7) if the board makes no change from the property valuation administrator's original assessment on an appeal. **(Do not check column 7 if the taxpayer did not appear)**. Show increases by the board in Column (8). Show decreases by the board in Column (9). The county clerk and the chairman of the board must execute the Certification, Revenue Form 62A303-A, in triplicate. Attach a copy of the Certification to each set of the minutes.

The original copy of Minutes of the Board of Assessment Appeals and Certification properly executed by the clerk and the chairman with any letters of appeal attached are the official minutes and must be kept permanently by the county clerk. A copy of the minutes must be furnished to the property valuation administrator and the Department of Revenue within five days after the board adjourns.



LP 11/22/202 Rev 10/20

Part Two Receipts	Budget Estimate	1/1 thru 5/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD	Accounts Receivable 12/31	Settlement Total
1. Federal Grants								
2. State Grants								
3. State - KLEPP								
4. Receipts YTD								
5. Finance and Administration Cals.								
6. Cabinet Human Resources								
7. Circuit Clerk								
8. Sheriff Security Services	\$140,421.00	\$22,917.28				\$22,917.28		
9. Tolls/Tags Collection	\$5,000.00	\$1,617.32				\$1,617.32		
10. Prisoner Transports	\$50,000.00	\$2,966.60				\$2,966.60		
11.								
12. County Clerk (includes usual	\$16,000.00	\$7,016.66				\$7,016.66		
13. Commissions on Taxes Collected	\$315,000.00	\$52,868.48				\$52,868.48		
14. Fees Collected for Services								
15. Auto Inspections	\$7,000.00	\$2,170.00				\$2,170.00		
16. Accident/Traffic Reports	\$1,400.00	\$385.00				\$385.00		
17. Servicing Process	\$40,000.00	\$12,010.40				\$12,010.40		
18. CCLW	\$5,000.00	\$1,390.00				\$1,390.00		
19.								
20. MISC.	\$600.00							
21. Interest Earned	\$30.00	\$6.00				\$6.00		
22. Total Revenues	\$582,851.00	\$77,247.74				\$77,247.74		
23. Petty Cash								
24. Borrowed Money								
25. State Advance/Grant								
26. Bank Note								
27. Total Receipts (Total from 12 through 26)	\$582,851.00	\$77,247.74				\$77,247.74		

Copy the figures shown on this report to the Budget Internal columns in the Summary on page 1 column 1, line 1. Copy the figures shown on this report to the Total YTD column on page 1 column 4, line 1. Copy the figures shown on this report to the Accounts Receivable column on page 1, line 5.

Monthly Income and Report

Start Date : 10/01/2022

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LP 1102020 Rev 3/09

Part Three Disbursements	Budget Estimate	1/1 thru 9/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD	Unpaid Obligations 12/31	Settlement Total
Official Expenses								
1. Personal Services								
2. Sheriff's Gross Salary								
3. Deputies' Gross Salaries								
4. Part Time Gross Salaries								
5. Other Gross Salaries								
6. Overtime Costs								
7.								
8. Employee Benefits								
9. Employee's State Social Security								
10. Employee's State Retirement								
11. Employee's State Hrg. Duty Ret.								
12. Employee's Workmans Compensation								
13. Employee's Unemployment Ins.								
14. Employee Paid Health Ins.								
15. Training Fringe Benefit (H8810)								
16. Contracted Services								
17. Advertising								
18. Vehicle maintenance and repairs								
19.								
20. Supplies and Materials (includes non-expendable property)								
21. Office Materials and Supplies								
22. Uniforms								
23. Gasoline								
24.								
25.								
26. Other Charges (See expenditures, miscellaneous)								
27. Contingent								
28. Dues								
29. Postage								
30. Mileage on Personal Vehicles								
31. Vehicle Expense								
32. Rent								
33.								

County Budget and Report

Part Three -- For Account Information

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47-0122-004 Rev. 1/2022

Part Three Expenditures	Budget Estimate	1/1 thru 3/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD	Unpaid Obligations 12/31	Settlement Total
34. Auto Expenses on Personal Vehicles								
35. Gasoline								
36. Maintenance and repairs								
37. Ins Insurance								
38. Depreciation								
39.								
40. Debt service Interest on other than 2-yr bonds								
41. State Administration								
42. None								
43. Interest								
44.								
45. Capital Outlay (except purchase of capital items for more than 1 year)								
46. Office Equipment								
47. Vehicles								
48.								
49.								
50. Total Official Expenses								
For official salaries, fees, and honoraria, refer to Exhibit 21, for salaries, fees, and honoraria, refer to Exhibit 22.								
51. Payments to County Treasurer		\$77,182.74						
52. Payments to State Treasurer								
53. Total Disbursements (51+52) (see 50, 51, and 52)		\$77,182.74						

Notes: The figures shown on this page are the budget estimates for the fiscal year 2022. The figures shown on this page are the actual figures for the fiscal year 2021.

Sample Budget and Report

Part Three - Expenditures

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IF 1152/005 Rev. 10/09

Part Four - Liabilities Outstanding

Quarter ended \_\_\_\_\_

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

Comments:

2021 OIL & LSG SETTLEMENT

	STATE	COUNTY	SCHOOL	LIBRARY	HEALTH	EXTENSION	SOIL		Fire Acres
Real Estate									
Tangible									
Bank Shares/Deposits									
Franchise - Real Estate									
Franchise - Tangible									
Exonerations Increases (Real Estate)									
Exonerations Increases (Tangible)									
Mineral Charges	2,403.30	1,534.86	11,026.96	1,979.21	908.60	989.63	181.74		
Penalties	7.38	4.71	33.85	6.06	2.79	3.04	0.56		
TOTAL CHARGES	2,410.68	1,539.57	11,060.81	1,985.29	911.39	992.67	182.30		
Exonerations Decreases (Real Estate)									
Exonerations Decreases (Tangible)									
Delinquents - 62A359 (Real Estate)	116.36	74.32	533.90	95.83	44.00	47.91	8.80		
Delinquents - 62A359 (Tangible)									
Delinquents - 62A362 (Real Estate)									
Delinquents - 62A362 (Tangible)									
Discounts	39.44	25.20	180.97	32.49	14.92	16.24	2.98		
TOTAL CREDITS	155.80	96.52	714.87	128.32	68.92	64.15	11.78		
CHARGES LESS CREDITS	2,254.88	1,440.05	10,345.94	1,856.97	852.67	928.52	170.52		
Less Commissions	95.82	61.20	232.78	78.92	36.24	39.47	7.24		
Amount Due To Taxing District	2,159.06	1,378.85	10,113.16	1,778.05	816.43	889.05	163.28		
Less Amount Previously Remitted	2,159.06	1,378.86	10,113.19	1,778.06	816.44	889.05	163.30		
Less Current & Prior Year Refunds									
AMOUNT DUE TO COMPLETE SETTLEMENT		(0.01)	(0.03)	(0.01)	(0.01)		(0.02)		

Ohio

COUNTY



SHERIFF

08/17/22

DATE



Worksheet For County Settlement

District	STATE	COUNTY	SCHOOL	LIBRARY	HEALTH	EXTENSION	SOIL		
Real Estate Rate	0.119	0.076	0.546	0.098	0.045	0.049	0.009		
372 Increase Assmt									
372 Increase Tax									
359 Delinq Assmt	97,784	97,784	97,784	97,784	97,784	97,784	97,784		
359 Delinq Tax	116.36	74.32	533.90	95.83	44.00	47.91	8.80		
362 Delinq Assmt									
362 Delinquent Tax									
372 Decrease Assmt									
372 Decrease Tax									
Tangible Rate									
372 Increase Assmt									
372 Increase Tax									
359 Delinq Assmt									
359 Delinq Tax									
362 Delinq Assmt									
362 Delinquent Tax									
372 Decrease Assmt									
372 Decrease Tax									

Summary of Discount, Penalty and Amount Remitted

District	STATE	COUNTY	SCHOOL	LIBRARY	HEALTH	EXTENSION	SOIL			Fire Acres
Discont	-	-	-	-	-	-	-	-	-	-
AddSuppOrel Discount	-	-	-	-	-	-	-	-	-	-
Minerals Discounts	39.44	25.20	180.97	32.49	14.92	16.24	2.98	-	-	-
Franchise Discounts	-	-	-	-	-	-	-	-	-	-
TOTAL DISCOUNTS	39.44	25.20	180.97	32.49	14.92	16.24	2.98	-	-	-
Penalty	-	-	-	-	-	-	-	-	-	-
AddSuppOrel Penalty	-	-	-	-	-	-	-	-	-	-
Minerals Penalty	7.38	4.71	33.85	6.06	2.79	3.04	0.56	-	-	-
Franchise Penalty	-	-	-	-	-	-	-	-	-	-
TOTAL PENALTY	7.38	4.71	33.85	6.06	2.79	3.04	0.56	-	-	-
Commission	-	-	-	-	-	-	-	-	-	-
Commission Minerals	95.82	61.20	232.78	78.92	35.24	39.47	7.24	-	-	-
Commission Franchise	-	-	-	-	-	-	-	-	-	-
Commission AddSuppOrel	-	-	-	-	-	-	-	-	-	-
TOTAL COMMISSIONS	95.82	61.20	232.78	78.92	36.24	39.47	7.24	-	-	-
Amount Remitted	-	-	-	-	-	-	-	-	-	-
Minerals Remitted	2,159.06	1,378.88	10,113.19	1,778.06	816.44	889.05	163.30	-	-	-
Franchise Remitted	-	-	-	-	-	-	-	-	-	-
Add Supp Orel Remitted	-	-	-	-	-	-	-	-	-	-
TOTAL REMITTED	2,159.06	1,378.88	10,113.19	1,778.06	816.44	889.05	163.30	-	-	-
REFUNDS										

Mineral Tax Collections Discount, Penalty and Amount Remitted

STATE	DISCOUNT	MARCH OIL	APRIL OIL	MAY OIL	JUNE OIL	JULY OIL	AUGUST OIL	MARCH L&S	TOTAL
STATE	Discount	36.72	6.00	4.06		3.32		6.12	108.44
	Penalty								7.38
	Contribution	55.65	13.91			1.55			95.62
COUNTY	Amount Remitted	1,353.80	313.53	205.70		34.93		287.10	2,159.08
	Discount	11.02	4.22					9.91	29.20
	Penalty			2.58		2.13			4.71
COUNTY	Contribution	35.54	8.69	7.64		5.99		8.14	67.20
	Amount Remitted	800.73	200.23	172.24		22.91		183.85	1,379.89
	Discount	152.61	90.96					28.08	363.67
SCHOOL	Contribution	135.19	33.51	16.62		13.22		30.06	238.79
	Amount Remitted	5,972.67	1,469.56	1,283.34		169.63		1,344.70	10,172.19
	Discount	22.01	5.44					5.04	32.40
LIBRARY	Penalty			3.95		3.79			7.79
	Contribution	45.63	11.45	9.95		1.28		10.49	79.82
	Amount Remitted	1,092.55	266.20	222.11		28.16		236.44	1,778.06
HEALTH	Discount	19.11	2.50					2.31	24.82
	Penalty			1.54		1.95			3.49
	Contribution	21.04	5.25	4.53		0.59		4.82	36.24
EXTENSION	Amount Remitted	474.13	116.56	101.69		13.20		108.57	815.44
	Discount	11.00	2.72					2.52	16.24
	Penalty			1.67		1.37			3.04
EXTENSION	Contribution	22.80	5.73	4.85		0.64		5.28	39.47
	Amount Remitted	515.35	133.09	111.26		14.39		118.21	899.02
	Discount	2.02	0.50					0.46	3.49
SOIL	Penalty			0.31		0.25			0.56
	Contribution	4.31	1.05	0.80		0.12		0.96	7.24
	Amount Remitted	94.84	23.69	20.41		2.64		21.72	163.30
	Discount								
	Penalty								
	Contribution								
	Amount Remitted								
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LP 1132.002 Rev. 1/02

Part Three Disbursements	Budget Estimate	1/1 thru 3/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD	Unpaid Obligations 12/31	Settlement Total
Official Expenses								
1. Personal Services								
2. Sheriff's Gross Salary								
3. Sheriff's Gross Salary								
4. Part Time Gross Salary								
5. Other Gross Salary								
6. Overtime Gross								
7.								
8. Employee Benefits								
9. Employer's Share Social Security								
10. Employer's Share Retirement								
11. Employer's Share Health, Dental, Vision								
12. Employer's Workman's Compensation								
13. Employer's Unemployment Insurance								
14. Employer Paid Workers' Comp.								
15. Training (College Benefit: 0108101)								
16. Contracted Services								
17. Advertising								
18. Vehicle maintenance and repairs								
19.								
20. Supplies and Materials (Supplies items with limited lifespan)								
21. Office Materials and Supplies								
22. Printing								
23. Gasoline								
24.								
25.								
26. Other Charges (See contractual services, non-supplies items)								
27. Communication								
28. Fuel								
29. Postage								
30. Mileage on Personal Vehicle								
31. Vehicle Expense								
32. Food								
33.								

Monthly Budget and Expense

Part Three - For Annual Collection

Page 1 of 4



12/11/22/205 Rev. 10/19

Part Four - Liabilities Outstanding

Quarter ended \_\_\_\_\_

Multi-year Issues	Issue	Issue	Totals
Where Budgeted			
Description			
Term (# of Years)			
Current Interest Rate			
Issue Date			
Total Principal Amount			
Total Interest Amount			
Total Issue			
Principal Balance Remaining			
Interest Balance Remaining			
Less Reserve Earnings			
Net Outstanding			
Next Payment Date			
Next Payment Amount			
Final Payment Date			
Short Term Liabilities	Issue	Issue	
Where Budgeted			
Description			
Term			
Current Interest Rate			
Issue Date			
Total Principal Amount			
Total Interest Amount			
Total Issue			
Principal Balance Remaining			
Interest Balance Remaining			
Total Outstanding			
Next Payment Date			
Next Payment Amount			
Final Payment Date			
Total Outstanding Debt	If no outstanding advances, loans, leases, or other debt, show "00".		

Comments:

2022 TAX RATES for your consideration					
Real Estate	Assessments		RATE	Anticipated Receipts	
REAL Property	\$867,837,052	Compensating Rate	0.00075	\$650,878	Previous Year Assessment
OR					\$846,704,878
REAL Property	\$867,837,052	4% Increase Must Hold Public Hearing	0.00078	\$676,913	\$21,132,174
					\$26,839
Tangible Personal	Assessments		RATE	Anticipated Receipts	
PERSONAL Property	\$187,744,849	Compensating Rate	0.00077	\$140,809	\$152,753,032
OR					\$34,991,817
PERSONAL Property	\$187,744,849	4% Increase	0.00080	\$146,441	\$5,832
2022 MOTOR VEHICLE & WATERCRAFT					
TAX RATE	\$154,817,341	MOTOR VEHICLE	6.3	\$97,634.92	\$141,685,750
TAX RATE	\$5,967,166	WATERCRAFT	6.3	\$3,759	\$13,131,591
					\$484,971
NOTE: Example of County Real Property Tax based on \$175,000					
		7.60%	\$131.25		
		7.80%	\$136.50		

Ohio Co History of Real Property Tax Rates

	2022 Real	2022 Personal	2021 Real	2021 Personal	2020 Real	2020 Personal	2019 Real	2019 Personal
County - Extension			4.9	9.79	4.384	8.1852	3.942	6.229
County - Health			4.5	4.5	4.5	4.5	4.5	4.5
County - Library			9.8	11.96	9.6	11.96	8.9	11.96
County - Soil Co			0.9	0	0.9	0	0.9	0
County - Fiscal Court			7.6	7.9	7.6	7.9	7.5	7.5
County - School			54.6	54.8	54.6	54.6	54.1	54.1
City of Beaver Dam					26.4	30.86	26.4	30.86
City of Centertown					21	21	21	21
City of Fordsville					18.7	18.7	18.7	18.7
City of Hartford					40.9		40.9	29.25
City of Rockport					15	15	15	15

OHIO COUNTY  
DRAINAGE STRUCTURE REPLACEMENT  
ON BURGESS LANE (CR 1186)  
\$80,000 – CB01 BRIDGE FUNDS

AGREEMENT BETWEEN  
COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET  
DEPARTMENT OF RURAL AND MUNICIPAL AID  
AND  
OHIO COUNTY

THIS AGREEMENT, entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid, hereinafter referred to as the “Department” and the OHIO COUNTY Fiscal Court, hereinafter referred to as the “County.”

WITNESSETH:

WHEREAS, it would be to the benefit of the traveling public to replace a drainage structure on Burgess Lane (CR 1186), which shall hereinafter be referred to as the “Project”; and

WHEREAS, the County has expressed its desire to perform the work for the aforementioned Project and to be responsible for all phases of the Project;

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

1. The Department shall be responsible for providing and agrees to reimburse up to the amount of eighty percent (80%) of the actual Rural Secondary project cost but in no case to exceed \$80,000 for the abovementioned Project. In no event shall the County not be responsible for twenty percent (20%) of the cost.
2. If the Project is performed by Contract, the County shall employ only contractors prequalified by the Kentucky Transportation Cabinet for the work items included in the Project and shall comply with all legal bidding requirements including, but not limited to, the provisions of KRS 45A and 424. **Concurrence must be obtained by the County through the District 2 Chief District Engineer in Madisonville, KY, prior to the awarding of any contract for work or materials to be used on this Project. This**

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requirement shall not be limited to, but shall specifically apply to, all 20-foot bridges and above, defined as inventoried structures.

3. The **County** shall cause the **Project** to be constructed to a level which meets applicable county road and bridge standards (all bridges will be required to meet or exceed an H-20 loading); *approval from Bridge Preservation Branch of Division of Maintenance MUST BE OBTAINED before ANY additional load is added to any inventoried structure.* Furthermore, all materials paid for by the **Department** used on, or incorporated into, the **Project** shall meet the requirements specified in the Highway Department's Specifications for Road and Bridge Construction, current edition of State Specifications guidelines. The **County** will obtain any required permits or approval of plans for work to be accomplished on state-owned right-of-way from the **Cabinet's District 2 Office in Madisonville, KY**. These requirements shall not be limited to, but shall specifically apply to, all 20-foot and above, bridges, defined as inventoried structures.
4. *If the proposed structure is inventoried (20 feet or longer) the designer shall be required to load rate all three (3) sided structures in accordance with the current edition of the Manual for Bridge Evaluation (MBE), AASHTO, Load and Resistance Factor Rating method (LRFR), current edition, and the Bridge Maintenance Procedures Manual. A list of the required rating trucks must be obtained from the Division of Maintenance/Bridge Maintenance Branch. Ratings shall be performed on all required trucks and must be included in the design calculations. All costs to perform these ratings are incidental to the three (3) sided structure. Load Rating for County Route reference sheets are attached and will be used when pertaining to culverts prior to opening to the public.*
5. To the extent permitted by law, the **County** shall indemnify and hold harmless the **Department** and all of its officers, agents, and employees from all suits, actions, or claims of any character because of any injuries or damages received by any person, persons, or property resulting from construction of the **Project**.
6. The **County** agrees to be responsible for all cost associated with this project over and above eighty percent (80%) of the actual **Project** cost. The **County** further agrees to be responsible for all of the costs over and above \$80,000.

OHIO COUNTY  
DRAINAGE STRUCTURE REPLACEMENT  
ON BURGESS LANE (CR 1186)  
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7. 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 **County** for eligible work activities completed and costs incurred prior to expiration.
8. The **County** shall maintain for a period of three (3) years after the Rural Secondary Office within the **Department** issues a project close date, all records of material, equipment, and labor costs involved in the performance of the work for the **Project**. These records may be subject to audit by the Transportation Cabinet. **In order to obtain reimbursement from the Department for the Project, the County shall submit to the Office of Rural and Secondary Roads documented invoices of materials, equipment, and labor used on the Project, including certification that the work was accomplished on a publicly maintained facility in accordance with this agreement.**
9. The **County** may submit current billing reflecting the actual cost of the project during any given work period. This bill should indicate if it is for partial payment or final payment. The current billings will be paid within a reasonable time after receipt of same by the **Department**; however, in no event is the **County** to submit billings for work performed for less than a thirty-day (30) period.
10. The **Department** reserves the right to inspect the methods used in order to perform the work necessary to successfully complete the **Project** and also reserves the right to cease all work commenced under the terms of this agreement at any time.
11. The **County** will pass the attached Resolution and a copy of that resolution shall be attached to and made a part of this Agreement.



OHIO COUNTY  
DRAINAGE STRUCTURE REPLACEMENT  
ON BURGESS LANE (CR 1186)  
\$80,000 – CB01 BRIDGE FUNDS

MOA/PSC Exception Standard Terms and Conditions  
Revised December 2019

**Whereas**, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and

**Whereas**, the second party, the Contractor, is available and qualified to perform such function; and

**Whereas**, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

**NOW THEREFORE**, the following terms and conditions are applicable to this contract:

**1.00 Effective Date:**

This contract is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee ("LRC"). However, in accordance with KRS 45A.700, contracts in aggregate amounts of \$10,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

**2.00 LRC Policies:**

**This section does not apply to governmental or quasi-governmental entities.**

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage

<https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html> and would impact any contract established under KRS 45A.690 et seq., where applicable.

**3.00 Choice of Law and Forum:**

**This section does not apply to governmental or quasi-governmental entities.**

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

OHIO COUNTY  
DRAINAGE STRUCTURE REPLACEMENT  
ON BURGESS LANE (CR 1186)  
\$80,000 – CB01 BRIDGE FUNDS

**4.00 EEO Requirements**

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

**5.00 Cancellation:**

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the other party by registered or certified mail.

**6.00 Funding Out Provision:**

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the Contractor thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

**7.00 Reduction in Contract Worker Hours:**

The Kentucky General Assembly may allow for a reduction in 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 agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

**8.00 Authorized to do Business in Kentucky:**

**This section does not apply to governmental or quasi-governmental entities.**

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.

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\$80,000 – CB01 BRIDGE FUNDS

**Registration with the Secretary of State by a Foreign Entity:**

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

**For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.**

Businesses can register with the Secretary of State at <https://onestop.ky.gov/Pages/default.aspx>

**9.00 Invoices for fees:**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

**10.00 Travel expenses, if authorized:**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

**11.00 Other expenses, if authorized herein:**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

OHIO COUNTY  
DRAINAGE STRUCTURE REPLACEMENT  
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If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

**12.00 Purchasing and specifications:**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he/she" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he/she" is construed to mean any person with an interest therein.

**13.00 Conflict-of-interest laws and principles:**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

**14.00 Campaign finance:**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

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**15.00 Access to Records:**

The state agency 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 Contractor, as defined in KRS 45A.030, agrees 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 agreement for the purpose of financial audit or program review. 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. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

**16.00 Social security: (check one)**

**This section does not apply to governmental or quasi-governmental entities.**

\_\_\_\_\_ The parties are cognizant that the state is not liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

\_\_\_\_\_ The parties are cognizant that the state is liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

**17.00 Violation of tax and employment laws:**

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth, prior to the award of a contract, 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 corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively

To comply with the provisions of KRS 45A.485, the Contractor and all subcontractors performing work under the contract shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

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KRS 45A.485 also provides that, for the duration of any contract, the Contractor and all subcontractors performing work under the contract shall be in continuous compliance with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final determination, as described above, or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and their disqualification from eligibility for future state contracts for a period of two (2) years.

Contractor must check one:

\_\_\_\_\_ The Contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

\_\_\_\_\_ The Contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). Attached is a list of such determination(s), which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.

**18.00 Discrimination:**

This section applies only to contracts disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. 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 Contractor agrees as follows:

The Contractor 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 Contractor 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 Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

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In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding a notice advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor 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.

The Contractor 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.

The Contractor 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/her 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.

In the event of the Contractor'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 Contractor 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 that may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor 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 subcontractor or vendor. The Contractor 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; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

OHIO COUNTY  
DRAINAGE STRUCTURE REPLACEMENT  
ON BURGESS LANE (CR 1186)  
\$80,000 – CB01 BRIDGE FUNDS

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by its officers, thereunto duly authorized.

OHIO COUNTY FISCAL COURT

By:   
COUNTY JUDGE/EXECUTIVE

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

TRANSPORTATION CABINET USE:

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
OFFICE OF LEGAL SERVICES

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

TRANSPORTATION CABINET  
DEPARTMENT OF RURAL AND MUNICIPAL AID

By: \_\_\_\_\_  
DEPARTMENT COMMISSIONER

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

COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET

By: \_\_\_\_\_  
CABINET SECRETARY

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



Load Rating for County Routes

A Load rating shall be required for all culverts, 20 feet and above, before they are opened to traffic. They shall be done using LRFR, Load and Resistance Factor Rating method. They shall be done in accordance with the AASHTO MBE (The Manual for Bridge Evaluation, current edition); the AASHTO LRFD Bridge Design Specifications, current edition; the FHWA Load Rating for the FAST Act's Emergency Vehicles; and the Kentucky Bridge Inspection Procedures Manual, current edition.

Ratings shall be provided for design loads using HL93 for Inventory and Operating; legal loads for KYTC's Types 1-4 Posting trucks and Single- Unit Specialized Hauling Vehicles 4-7, and Emergency Vehicles EV2 and EV3.

The axle spacing and weight of the rating vehicles are shown in the following figures. See AASHTO LRFD Bridge Design Specifications for details on HL93.

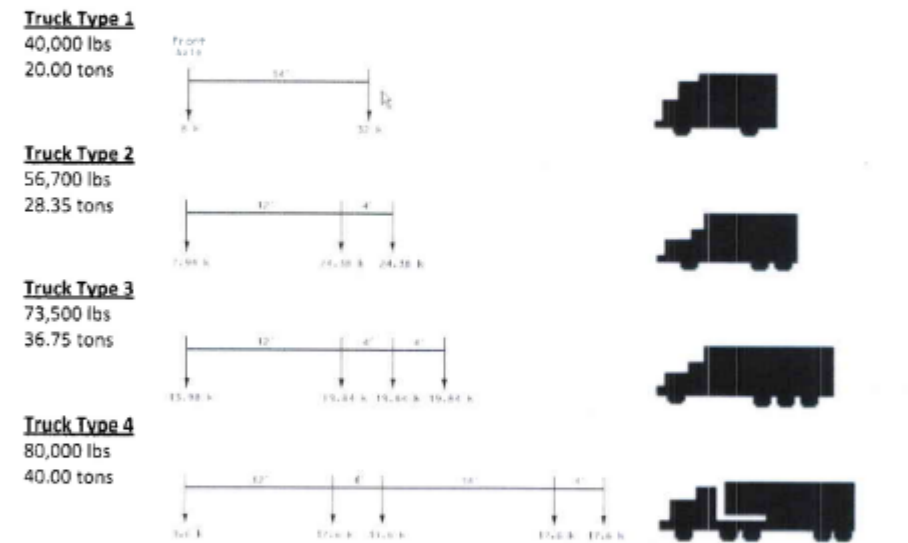


Figure 1: KYTC Standard Analysis Trucks

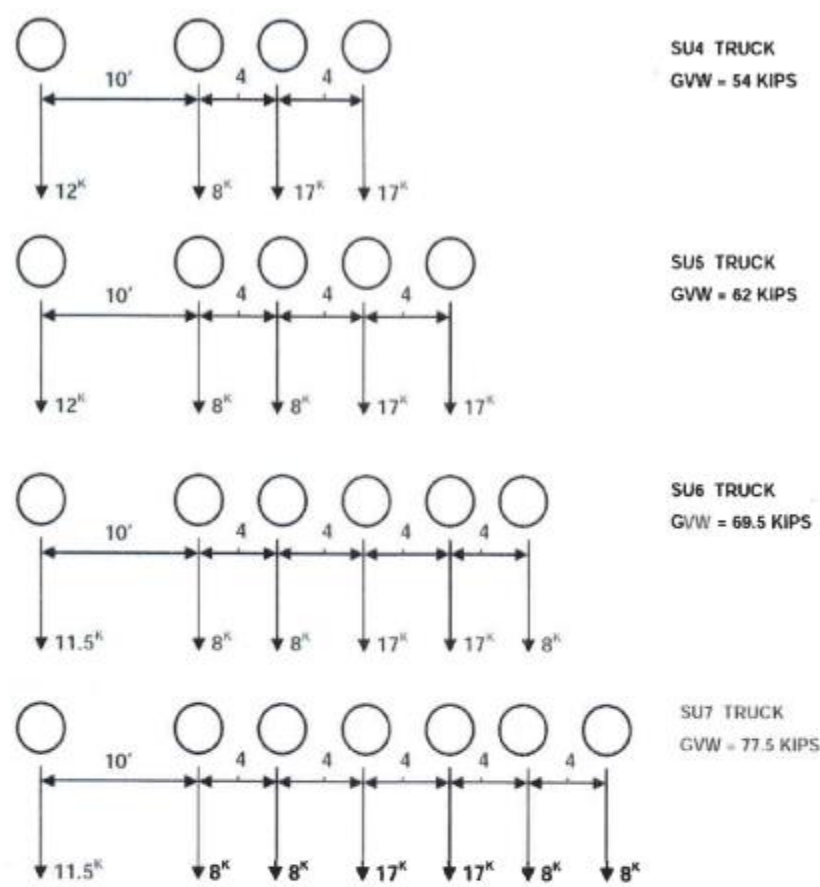


Figure 2: Single-Unit Special Hauling Vehicles, SU4-SU7

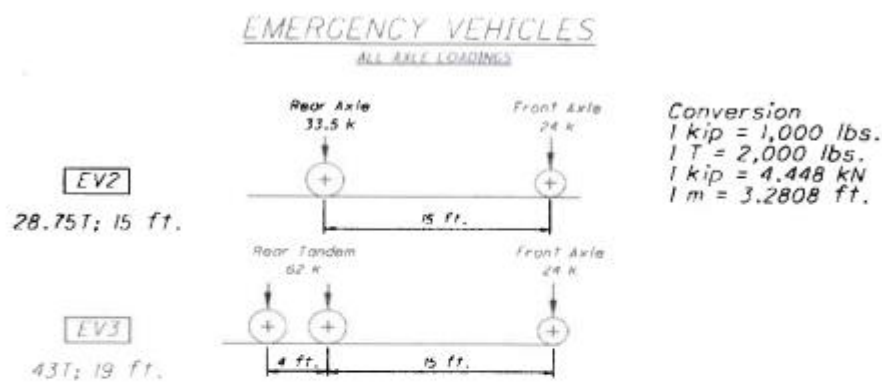


Figure 3: Emergency Vehicles

The controlling load ratings for each rating type and vehicle shall be presented in a table, such as this one, with the controlling section and location.

Rating Type	Rating Vehicle	Controlling Rating	Tons	Controlling Section	Controlling Location
		Factor			
Inventory	HL93	0.8		Arch	Buckling at top
Operating	HL93	1.02		Arch	Buckling at top
Posting	KY Type 1	2.39	47.8	Arch	Buckling at pier/bearing
Posting	KY Type 2	1.69	47.9	Arch	Buckling at pier/bearing
Posting	KY Type 3	1.33	48.9	Arch	Flexure at top
Posting	KY Type 4	1.34	53.6	Arch	Shear at top
Posting	SU4	1.8	48.6	Arch	Shear at pier/bearing
Posting	SU5	1.6	49.6	Arch	Buckling at top
Posting	SU6	1.43	49.7	Arch	Buckling at top
Posting	SU7	1.31	50.8	Arch	Buckling at top
Posting	EV2	1.05	30.5	Arch	Flexure at top
Posting	EV3	1.02	43.9	Arch	Flexure at top

Table 2: Example Table of Controlling Load Ratings

The summary shall include the table of controlling load ratings, the date the load rating was completed, design loading of the culvert, the road that crosses the culvert, and the facility that the road crosses (i.e. KY 99 over Yellow Creek).

Henry County - FY23 80/20 Bridge Project# 15651 - \$80,000						
AUTHORIZATION LOCATION						
ITEM NUMBER	COUNTY	DIST	FACILITY NAME	ROUTE	LENGTH	SCOPE
1	Ohio	2	BURGESS LANE	CR 1186	0.013 - 0.021 (0.008 MI)	DRAINAGE STRUCTURE - FROM KY 269, EAST 0.013 MILES, EXTENDING EAST TO ENDING MP 0.021.

R E S O L U T I O N

Fiscal Court of OHIO County

Resolution adopting and approving the execution of a Rural Secondary Program Agreement between the Fiscal Court and the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid, and accepting all roads and streets referred to therein as being a part of the County Road System.

Be it resolved by the Fiscal Court that:

The Fiscal Court does hereby certify that all roads and streets referred to in said Agreement are county roads as defined in KRS 178.010(1)(b); and

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

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

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

<u>AYES</u>	<u>NAYS</u>
<u>Sam Zurek</u>	<u></u>
<u>Joe Bumpus</u>	<u></u>
<u>Don Johnston</u>	<u></u>
<u>Larry Marphou</u>	<u></u>
<u></u>	<u></u>

COMMONWEALTH OF KENTUCKY):  
OHIO COUNTY

I, \_\_\_\_\_, County Clerk of  
OHIO County certify that the foregoing is a true copy of the  
Order above. Given under my hand and seal of office this the  
\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SIGNED \_\_\_\_\_

CLERK OF OHIO COUNTY



August 12, 2022

Ohio County Fiscal Court  
130 E. Washington St.  
Suite # 209  
Hartford, KY 42347

Gentlemen,

The Green River Regional Industrial Development Authority (GRRIDA) has entered into a Purchase Agreement with a prospective industry, The Kentucky Whiskey Company, LLC (Kentucky Whiskey Company), to sell an 80 acre tract for the location of a new industry into Bluegrass Crossings Business Centre. With the location of Kentucky Whiskey Company, GRRIDA has agreed to extend certain infrastructure to their site, which is to be located at 1880 Old Liberty Church Road. GRRIDA, with the assistance of a Community Development Block Grant received with GRADD staff assistance, a \$400,000 grant from Governor Andy Beshear's Industrial Road Access Fund, and funds from GRRIDA, GRRIDA will be extending water lines, sewer lines and road construction and pavement to Kentucky Whiskey Company's access road.

GRRIDA is in the process of preparing a bid package to construct new road of 1,015 feet from the end of the existing road bed. Also, GRRIDA will be paving about 4,515 feet of total new road from the end of the existing Old Liberty Church Road maintained by the Ohio County Fiscal Court to the point just past the new entrance to the Kentucky Whiskey Company. GRRIDA has been made aware that the Memorandum of Agreement with the Kentucky Transportation Cabinet has been received, completed and mailed back to the Cabinet. Presently, GRRIDA is awaiting approval from the Commonwealth that we may proceed with the project. At that time, GRRIDA will advertise for bid those components that will provide the necessary infrastructure to the Kentucky Whiskey Company project. With the completion of these infrastructure components, it would be GRRIDA'S request that each entity take ownership to their particular component. Thereby, the Ohio County Fiscal Court would be given the responsibility to maintain the newly completed 4,515 lineal feet of the Old Liberty Church Road that will provide access to The Kentucky Whiskey Company, LLC facility.

Your consideration to accept this newly constructed and paved road will be greatly appreciated.

Sincerely,

A handwritten signature in blue ink that reads "Kim A. Logsdon".

Kim A. Logsdon, Executive Director  
Green River Regional Industrial Development Authority  
300 GRADD Way  
Owensboro, KY 42301





