

Ohio County Fiscal Court
September 13, 2022 5:00 PM
Ohio County Community Center
Hartford, KY

Attendance Taken at 5:00 PM:

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

I. PUBLIC HEARING Property Tax Rate

Discussion:
Public meeting was held for the Ohio County 2022 Tax rates. No concerns were raised.

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

III. Approve August 23, 2022 Minutes

Motion Passed: Approved August 23, 2022 Minutes passed with a motion by Sam Small and a second by Larry Morphew.

6 Yeas - 0 Nays.

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

IV. Bills, Claims, Payments and Transfers

Motion Passed: Bills, Claims, Payments and Transfers stand approved as presented including late list passed with a motion by Sam Small and a second by Larry Morphew.

6 Yeas - 0 Nays.

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

V. Treasurer's August 2022 Financial Statement

Motion Passed: Acknowledge having received the Treasurer's August 2022 Financial Statement passed with a motion by Sam Small and a second by Joe Barnes.

6 Yeas - 0 Nays.

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

VI. Clerk's August 2022 Financial Report

Motion Passed: Acknowledged having received the Clerk's August 2022 Financial Report passed with a motion by Sam Small and a second by Jason Bullock.

6 Yeas - 0 Nays.

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

VII. Surplus

Motion Passed: Approved to surplus old mack truck to be sent to auction passed with a motion by Larry Keown and a second by Sam Small.

6 Yeas - 0 Nays.

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

VIII. Ordinance 2023-2 Budget Amendment 2nd Reading

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

6 Yeas - 0 Nays.

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

IX. Bid Opening - Rough River Clean Up

Motion Passed: Approved to table bids for the Rough River clean-up for further review and funding. 5 bids received passed with a motion by Larry Keown and a second by Sam Small.

6 Yeas - 0 Nays.

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

X. Truck Bid - City of Centertown Truck Bid A.R.P.A. Funding

Discussion:
No bids were received.

XI. Equipment Bid - Hartford Fire Department ARPA Funding

Motion Passed: Approved equipment bid for Hartford Fire Department from Atlantic Emergency Solutions in the amount of \$26,440.71. Two bids were received, Authorize County Treasurer to issue check(s) passed with a motion by Jason Bullock and a second by Larry Morphew.

6 Yeas - 0 Nays.

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

XII. Ohio County 2022 Tax Rates

Motion Passed: Approved the Ohio County 2022 Real Tax Rate of 7.6%, Tangible 7.9% and Motor Vehicle 6.3% passed with a motion by Larry Morphew and a second by Jason Bullock.

6 Yeas - 0 Nays.

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

XIII. Ohio County Extension Board 2022 Tax Rates

XIV. Ohio County Public Library 2022 Tax Rates

Motion Passed: Approved the Ohio County Public Library 2022 Tax Rates of Real 9.6%, Tangible 9.77% Motor Vehicle 9.77% passed with a motion by Jason Bullock and a second by Larry Keown.

6 Yeas - 0 Nays.

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

XV. Ohio County Conservation District 2022 Tax Rates

Motion Passed: Approved the Ohio County Conservation District 2022 Tax Rate of .009% passed with a motion by Joe Barnes and a second by Jason Bullock.

6 Yeas - 0 Nays.

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

XVI. Ordinance 2023-3 Budget Amendment

Motion Passed: Approved Ordinance 2023-3 Budget Amendment First Reading passed with a motion by Jason Bullock and a second by Larry Morphew.

6 Yeas - 0 Nays.

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

XVII. Ohio County Water District CDBG Documentation

Motion Passed: Approved to authorize the Judge Executive to sign all corresponding documentation to the Ohio County Water District CDBG passed with a motion by Larry Keown and a second by Sam Small.

6 Yeas - 0 Nays.

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

XVIII. Resolution 2023-9 Residential Relocation OCWD CDBG

Motion Passed: Approved Resolution 2023-9 OCWD CDBG Residential Relocation passed with a motion by Jason Bullock and a second by Joe Barnes.

6 Yeas - 0 Nays.

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

XIX. Resolution 2023-10 Professional Services CDBG OCWD

Motion Passed: Approved Resolution 2023-10 Professional Services CDBG OCWD passed with a motion by Sam Small and a second by Larry Keown.

6 Yeas - 0 Nays.

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

XX. Resolution 2023-11 Procurement Code OCWD CDBG

Motion Passed: Approved Resolution 2023-11 Procurement Code OCWD CDBG passed with a motion by Jason Bullock and a second by Joe Barnes.

6 Yeas - 0 Nays.

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

XXI. Resolution 2023-12 Cost Overrun OCWD CDBG

Motion Passed: Approved Resolution 2023-12 Cost Overrun OCWD CDBG passed with a motion by Larry Keown and a second by Sam Small.

6 Yeas - 0 Nays.

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

XXII. Resolution 2023-13 Old Liberty Church Road

Motion Passed: Approved Resolution 2023-13 Old Liberty Church Road passed with a motion by Jason Bullock and a second by Larry Morphew.

6 Yeas - 0 Nays.

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

XXIII. Inmate Guidelines and Rules for Prisoner Works Programs

Motion Passed: Approved the Inmate Guidelines and Rules for Prisoner Works Programs passed with a motion by Joe Barnes and a second by Larry Morphew.

6 Yeas - 0 Nays.

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

XXIV. Inmate Agreement for Jail - City of Hartford

Motion Passed: Approved the Inmate Agreement for Jail with the City of Hartford passed with a motion by Jason Bullock and a second by Joe Barnes.

6 Yeas - 0 Nays.

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

XXV. Guidelines & Rules for Supervisors of OCDC Inmates

Motion Passed: Approved the Guidelines & Rules for Supervisors of OCDC Inmates passed with a motion by Sam Small and a second by Joe Barnes.

6 Yeas - 0 Nays.

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

XXVI. Fearless Friends Agreement

Motion Passed: Approved the Agreement with Fearless Friends for the Old Animal Shelter passed with a motion by Sam Small and a second by Joe Barnes.

6 Yeas - 0 Nays.

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

XXVII. Committee Reports

XXVIII. Wage Scale Committee

XXVIII.A. Road Department Pay Scale

Motion Passed: Approved to add a line of an additional trade to the Road Department pay scale incentives. For the Large Low Boy Operator at \$.15 (fifteen cents) passed with a motion by Sam Small and a second by Larry Keown.

6 Yeas - 0 Nays.

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

XXVIII.B. Wage Scale Changes

Motion Passed: Approved to apply the cpi 7% increase to employee wages to the Road department as follows. 7% to be applied to the Road Department Employee's base rates and the additional add on per license/certificate/training/trade. Employees to be back paid the 7% on additional skill incentive difference in pay from July 1, 2022, to current passed with a motion by Joe Barnes and a second by Larry Morphew.

6 Yeas - 0 Nays.

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

XXIX. One Up Committee

Motion Passed: Appointed the following members to the One Up Committee. Bason Bullock, Kenny Autry, Miranda Funk passed with a motion by David Johnston.

6 Yeas - 0 Nays.

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

XXX. Surplus

Motion Passed: Approved to declare a 2004 Victory Trailer Vin:5LBBE101441005440 as surplus to be auctioned off on govdeals.com passed with a motion by Sam Small and a second by Larry Morphew.

6 Yeas - 0 Nays.

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

XXXI. Magistrate's Comments and Requests

XXXI.A. District 1 - Magistrate Sam Small

XXXI.B. District 2 - Magistrate Jason Bullock

XXXI.C. District 3 - Magistrate Joe Barnes

XXXI.D. District 4 - Magistrate Larry Keown


XXXI.E. District 5 - Magistrate Larry Morphew

XXXII. Citizen's Comments

XXXIII. 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 Morpew</div> <div>Magistrate</div> <div>District 5</div>	<div>Justin Keown</div> <div>County</div> <div>Attorney</div>
<div>Ohio County Fiscal Court Meeting</div> <div>September 13, 2022 5:00pm</div> <div><div>1. Call to Order – Judge Executive David Johnston Prayer and Pledge to the Flag</div><div>2. August 23, 2022, Minutes</div><div>3. Bills, Claims, Payments, and Transfers</div><div>4. Treasurer’s August 2022 Financial Statement</div><div>5. Clerk’s August 2022 Financial Report</div><div>6. Ordinance 2023-2 Budget Amendment 2nd Reading</div><div>7. Bid Opening – Rough River Clean Up</div><div>8. Truck Bid – City of Centertown Truck Bid A.R.P.A. Funding</div><div>9. Equipment Bid – Hartford Fire Department ARPA Funding</div><div>10. Ohio County 2022 Real Tax Rate</div><div>11. Ohio County 2022 Personal Tax Rate</div><div>12. Ohio County 2022 Motor Vehicle Tax Rate</div><div>13. Ohio County Extension Board 2022 Tax Rates</div><div>14. Ohio County Public Library 2022 Tax Rates</div><div>15. Ohio County Conservation District 2022 Tax Rates</div><div>16. Ordinance 2023-3 Budget Amendment</div><div>17. Ohio County Water District CDBG Documentation</div><div>18. Resolution 2023-9 Residential Relocation OCWD CDBG</div><div>19. Resolution 2023-10 Professional Services CDBG OCWD</div><div>20. Resolution 2023-11 Procurement Code OCWD CDBG</div><div>21. Resolution 2023-12 Cost Overrun OCWD CDBG</div><div>22. Resolution 2023-13 Old Liberty Church Road</div><div>23. Inmate Guidelines and Rules for Prisoner Works Programs</div><div>24. Inmate Agreement for Jail – City of Hartford</div></div>					

- 25. Guidelines & Rules for Supervisors of OCDC Inmates
- 26. Fearless Friends Agreement
- 27. Committee Reports
- 28. Wage Scale Committee
- 29. One Up Committee
- 30. Magistrates Comments and Requests
- 31. Adjournment

OHIO COUNTY FINANCIAL STATUS REPORT CURRENT		Print Date: 9/7/2022 Page 3 of 3	12:17 pm
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Receipt Start: 8/1/2022 Receipts End: 8/31/2022 Period: 8/1/2022 thru 8/31/2022 using expense date for Accounts 22G - 22G

TOTAL REVENUES OVER EXPENDITURES	\$66,270.86
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I certify that this statement, to the best of my knowledge, is true and correct.

SIGNED: Christina Shephard for Ben Ralph
OHIO COUNTY

DATE: 9/7/22

OHIO COUNTY
FINANCIAL STATUS REPORT
CURRENT

Print Date: 9/7/2022 12:17 pm
Page 1 of 3

Receipt Start: 8/1/2022 Receipts End: 8/31/2022 Period: 8/1/2022 thru 8/31/2022 using expense date for Accounts 22G - 22G

REVENUES		
FROM STATE & COUNTY:		
Registration of Voters		
Prepare Tax Bills		
Board of Supervisors, Appeals		
Grants Library & Archives		
Voter Personnel Reimbursement		
Salary, Clerk of Fiscal Court		
County Reimbursement	\$8,550.24	
Election Commissioner		
HB537 SPECIAL REVENUE		
FEES FROM TAXES & LICENSES:		
Motor Vehicle Licenses	\$60,781.65	
Child Victim Fund	\$2.00	
Motor Vehicle Usage Taxes	\$153,574.72	
Motor Vehicle Notary Fees	\$12.00	
Motor Vehicle Lien Release Fees	\$2,066.00	
Motor Vehicle Property Tax - Motax	\$194,604.56	
Delinquent Taxes	\$13,978.69	
Hunting & Fishing Licenses	\$158.00	
Marriage Licenses	\$480.00	
Miscellaneous Licenses		
County Stickers	\$18,007.75	
Deed Transfer Taxes	\$5,996.00	
RECORDING FEES:		
Deeds & Power Of Attorney	\$4,072.00	
Real Estate Mortgages/Fixture Filing	\$5,430.00	
Chattel Mortgages	\$6,606.00	
Wills & Estates	\$452.00	
Releases	\$2,865.00	
Liens	\$285.00	
Leases		
Election Filing		
Storage Fees	\$3,680.00	
Affordable Housing Trust	\$2,106.00	
Miscellaneous Recordings	\$849.00	
Postage & Copy Work	\$564.15	
Miscellaneous		
Refunds & Overpaymentns	\$446.43	
TOTAL SALES		\$485,567.19
MISCELLANEOUS BANK TRANSACTIONS		
Transfer of Funds (earned prev yr)		
Cash Drawer Transactions		
NSF Checks Less Redeposits	(\$174.24)	
Interest Received on Bank Account	\$4.53	
Misc Income/Refunds/Bank Cr Memos		
Accounts Receivable Credit Memos	\$5,612.23	
TOTAL MISCELLANEOUS BANK TRANSACTIONS		\$5,442.52
Outstanding Accounts Receivables		(\$5,537.73)
TOTAL REVENUES GENERATED		\$485,471.98

OHIO COUNTY

FINANCIAL STATUS REPORT

CURRENT

Print Date: 9/7/2022

12:17 pm

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Receipt Start: 8/1/2022 Receipts End: 8/31/2022 Period: 8/1/2022 thru 8/31/2022 using expense date for Accounts 22G - 22G

EXPENDITURES		
MOTOR VEHICLE DEPARTMENT		
Motor Vehicle Licenses	\$41,419.65	
Motor Vehicle Usage Tax	\$148,967.50	
Motor Vehicle Ad Valorem Tax	\$186,820.38	
MOTOR VEHICLE DEPARTMENT TOTALS		\$377,207.53
REAL ESTATE & PROPERTY TAXES		
Deed Transfer Taxes	\$5,696.20	
Delinquent Taxes	\$12,710.31	
TOTAL REAL ESTATE & PROPERTY TAXES		\$18,406.51
COUNTY STICKERS		\$17,287.44
Legal Process Taxes		\$2,131.55
Misc Licenses/Commissions		\$132.00
Affordable Housing Trust Fund		
Storage Fees to Fiscal Court		\$3,680.00
SALARIES		
Salary, Clerk		
Salary, Deputies		
TOTAL SALARIES		
MISCELLANEOUS EXPENSES		
Health/Life & Unemployment Insurance		
Employer Match/Soc Sec & Retirement		
Clerk's Expenses		
Clerk's Insurance & Bonds		
Clerk's Dues & Convention Expenses		
Postage		
Operating Expenses & Office Supplies		
Election Reimbursements		
Microfilming & Indexing Records		
Misc Equipment & Maintenance Agmts		
General Repairs & Maintenance		
Candidate Filing Fee		
Refunds		\$356.09
NSF Check Charges		
Grant Library & Archives		
Uncollectible Accounts Receivable		
Outstanding Accounts Receivable		
Clerk's Final Settlement		
BANK CHARGES		
TRANSFER(S) OF FUNDS		
CERTIFICATE OF DEPOSIT		
MISCELLANEOUS BANK TRANSACTIONS		
SUBTOTAL BANK ACTIVITY		
TOTAL EXPENDITURES		\$419,201.12

Ordinance: 00020232

OHIO COUNTY FISCAL COURT

Amendment: 00020232

AN ORDINANCE relating to the annual budget and amendment thereof. Whereas Ohio County, Kentucky has realized unbudgeted receipts. Be it ordained by Ohio County of the Commonwealth of Kentucky:

Section One: Current Fiscal Year: 2022-2023

The budget for the Current Fiscal Year is amended to:
Increase / Decrease the receipts of the following fund(s)
to include unbudgeted receipts from:

A. Revenues	Fund	Account	Description	Amount
	General	01-4512- -	OC Water District Grant	1,000,000.00
	General	01-4512- -	OC Bluegrass Crossing Grant	700,000.00
Total Amended Revenues				1,700,000.00

B. Approp.	Fund	Account	Description	Amount
	General	01-5136-741-0	OC Water District Grant	1,000,000.00
	General	01-5136-741-0	OC Bluegrass Crossing Grant	700,000.00
Total Amended Expenditures				1,700,000.00

Ordinance: 00020232	OHIO COUNTY FISCAL COURT	Amendment: 00020232
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Section Two:

The amounts adjusting the receipt and expenditure accounts in Section One are for governmental purposes.

Approved by the Ohio County Fiscal Court of Kentucky, this day, the 9th day of August, 2022.

Signed *Dan Johnston*
County Judge/Executive

Approved as to form and classification this the 12th day of August 2022

Signed *Robert O. Brown*
State Local Finance Officer

This budget ordinance amendment was duly adopted by the Ohio County Fiscal Court, Commonwealth of Kentucky, on this the 13 day of September 2022

Signed *Dan Johnston*
County Judge/Executive

RECEIVED
AUG 11 2022
OFFICE OF F.M. & A.

8/5/2022	OHIO COUNTY FISCAL COURT	Page 2 of 2
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QUOTE

13051 Redwater Drive
Chester, VA 23836
(800) 442-9700
equipmentorders@atlanticemergency.com

Quote NO. 36082
CUSTOMER ID
DATE 09/12/2022
EXPIRATION DATE 10/12/2022

Bill To Ohio County Fiscal Court
Attn: C/O Judge Executive
130 E. Washington St.
Hartford Kentucky 42347
United States

Ship To Ohio County Fiscal Court
United States

SALESPERSON	SALESPERSON CONTACT#	DELIVERY CONTACT	DELIVERY CONTACT#	PO#	PAYMENT TERMS	FREIGHT OPTIONS
Jasca Colson	(270) 256-1088				Net-30	Freight Included

QTY	ITEM #	NAME / VENDOR / DESCRIPTION	UNIT PRICE	LINE TOTAL
1	272799000	272799000 / HURST / S 799 E2 Cutter Package (includes S 799 E2 Cutter, charger, and 2 EXL batteries)	\$9,261.93	\$9,261.93
1	271777000	271777000 / HURST / SP 777 E2 Spreader Package (includes SP 777 E2 Spreader, charger, and 2 EXL batteries)	\$9,806.96	\$9,806.96
1	274087000	274087000 / HURST / R 422 E2 Ram Package (includes R 422 E2 Ram, charger, and 2 EXL batteries)	\$6,788.36	\$6,788.36
1	272085412	272085412 / HURST / Power Supply Adapter plug for eDRAULIC 2.0 rescue tools (110V/ 60 Hz US PLUG)	\$583.46	\$583.46
SUBTOTAL				\$26,440.71
TAX				0.00%
FREIGHT ESTIMATE				\$0.00
TOTAL				\$26,440.71

Quote Comments:

THANK YOU FOR YOUR BUSINESS!



6701-C Northpark Blvd
Charlotte, NC 28216

Quote

Quote # QT1616969
Date 09/08/2022
Expires 10/28/2022
Sales Rep House, Account
Shipping Method FedEx Ground
Customer Hartford Fire Department (KY)
Customer # C247270

Bill To
Hartford Fire Department (KY)
677 Clay St.
Hartford KY 42347
United States

Ship To
Hartford Fire Department (KY)
677 Clay St.
Hartford KY 42347
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
272799000			S 799E2 Cutler Package (includes S 799E2 Cutler, charger, and 2 EXL batteries)	1	\$10,139.00	\$10,139.00
271777000			Hurst eDraulic SP777e2 spreader with charger and two EXL batteries; 32 inch spread distance	1	\$10,869.00	\$10,869.00
274087000			R 422E2 Ram Package (includes R 422E2 Ram, charger, and 2 EXL batteries)	1	\$7,518.00	\$7,518.00
272085412			Hurst 110v E2 Pwr Supply w/Plg	1	\$649.00	\$649.00

Thank you for the opportunity to quote your Hurst Jaws of Life	Subtotal	\$29,175.00
Shipping Not Included	Shipping Cost	\$0.00
	Tax Total	\$0.00
	Total	\$29,175.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



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

2022 TAX RATES for your consideration

Real Estate	Assessments		RATE	Anticipated Receipts
REAL Property	\$867,837,052	Compensating Rate	0.00075	\$650,878
OR				
REAL Property	\$867,837,052	4% Increase Must Hold Public Hearing	0.00078	\$676,913

Tangible Personal	Assessments		RATE	Anticipated Receipts
PERSONAL Property	\$187,744,849	Compensating Rate	0.00077	\$140,809
OR				
PERSONAL Property	\$187,744,849	4% Increase	0.00080	\$146,441

2022 MOTOR VEHICLE & WATERCRAFT

TAX RATE	\$154,817,341	MOTOR VEHICLE	6.3	\$97,534.92
TAX RATE	\$5,967,166	WATERCRAFT	6.3	\$3,759

NOTE: Example of County Real Property Tax based on \$175,000

7.50%	\$131.25
7.80%	\$136.50

62A3000 (06-22)
Commonwealth of Kentucky
DEPARTMENT OF REVENUE
Office of Property Valuation
501 High Street, Station 32
Frankfort, Kentucky 40601-2100

ORIGINAL TO: KY Department of Revenue
Office of Property Valuation
FAX: (502) 564-8192
EMAIL: 62A3000taxrates@ky.gov

PROPERTY TAX RATE REQUEST
FORM FOR TAX YEAR 22-23

TEAM KENTUCKY

* Please fill-in the current year on the blank line above.

The original form should be completed and submitted within 45 days of the Department's certification KRS 132.0225

This form is necessary to ensure that your jurisdiction will receive the appropriate amount of property tax revenue from state collections and to ensure your current mailing address is on file to send the checks for collected revenue.

* DO NOT LEAVE A BOX BLANK! If you elected not to adopt a rate for a tax type, please enter "0" or check the "NO" box.

Tax Rates Per \$100
EX: 10¢ = 0.1000

TAX TYPE		GENERAL REAL ESTATE RATE	
REAL PROPERTY	1 *	GENERAL TANGIBLE PERSONAL PROPERTY RATE	
TANGIBLE PERSONAL PROPERTY	2 *	KRS 132.028 and 68.246 Rate on business inventories levied by a city, urban-county government and fiscal court.	
INVENTORY	3 *	Subject to the provisions of KRS 132.027 and KRS 68.243 a city, urban-county government or county fiscal court may levy a rate on business inventories equal to or less than the prevailing rate of taxation on other tangible personal property in the respective city, urban-county government or county.	
This is your tangible rate above for all taxing jurisdictions unless you are a city, urban-county government, or fiscal court that has levied a rate less than the prevailing tangible rate.			
OPTIONAL TAXES			
If "YES" is selected, the items are taxed at the prevailing tangible rate (box #2 above).			
AIRCRAFT	4 *	YES	NO
DOCUMENTED WATERCRAFT	5 *	YES	NO
IN-TRANSIT INVENTORY	6 *	YES	NO
If your jurisdiction has voted to tax the following optional items, please check "YES." Otherwise, check "NO."			
(18) Aircraft not used in the business of transporting persons or property for compensation or hire if an exemption is approved by the county, city, school, or other taxing district in which the aircraft has its taxable situs.			
(19) Federally documented vessels not used in the business of transporting persons or property for compensation or hire or for other commercial purposes, if an exemption is approved by the county, city, school, or other taxing district in which the federally documented vessel has its taxable situs.			
(3) Any fire district or other special taxing district may exempt from the ad valorem tax personal property placed in a warehouse or distribution center for the purpose of subsequent shipment to an out-of-state destination.			

PLEASE PRINT YOUR CURRENT MAILING ADDRESS AND CONTACT INFORMATION.

County:	Ohio	Taxing Jurisdiction Name:	Ohio County Public Library
Contact Person:	Melanie Wurga	Title:	Director
Mailing Address:	413 S. Main Street		
City:	Wartburg	State:	Ky
Telephone:	(225) 248-3790	Fax:	(225) 298-4214
		Email:	m.wurga@oplibrary.org
		Zip Code:	42347
As the representative for the local jurisdiction named above, I certify that these requested property tax rates have been set for the above year.			
Signature:	Deborah Phelps	Date:	8/15/2022
Print Name:	Deborah Phelps	Title:	Board President

Questions concerning this form and the property tax rate levies can be directed to Kathryn Reeves at (502) 782-2477 or Justin Taylor at (502) 564-7098



Ohio County Conservation District
492 St. Rt. 69 N Suite 1
Hartford, KY 42347
Phone (270) 298-3643 Ext. 3

The Honorable David Johnston
Ohio County Judge Executive
130 E Washington Street, Suite 215
Hartford, KY 42347

August 26th, 2022

Dear Judge David Johnston,

The Ohio County Conservation District has accepted the 2022 tax rate as set by the Department of Local Government, for tax purposes at 0.009 on all real estate property in Ohio County which, is to be credited to the Ohio County Conservation District. This is in accordance with KRS 262.200.

Thank you for your help and cooperation concerning this matter.

Sincerely,

Darren Luttrell,
District Chairman

Cc: Jason Chinn, Ohio County PVA
Bess Ralph, Ohio County Clerk



OFFICE OF THE GOVERNOR
DEPARTMENT FOR LOCAL GOVERNMENT

Andy Beshear
Governor

100 Airport Road, Third Floor
Frankfort, Kentucky 40601
Phone: (502) 573-2382
Fax: (502) 227-8691
www.kydlgweb.ky.gov

Dennis Keene
Commissioner

August 10, 2022

The Honorable David Johnston
Ohio County Judge/Executive
130 E Washington Street, STE 215
Hartford, Kentucky 42347

Dear Judge David Johnston:

Listed below, please find the 2022 tax rates and tax revenue computations for the Soil Conservation District. These calculations have been made using assessment information furnished by the Kentucky Revenue Cabinet.

The calculated rate may exceed the statutory maximum for a particular district. It is the responsibility of the levying entity to ensure that the rates levied do not exceed the maximum allowable rate on the assessed valuation of all property in the district.

<u>Real Property</u>	Compensating	4% increase ⁽²⁾
	tax rate ⁽¹⁾	
Rate:	0.009	0.009
Revenue:	\$78,105	\$78,105

⁽¹⁾ No hearing required; no recall option.

⁽²⁾ Hearing required; no recall option. Higher rate is subject to recall.

Sincerely,

Robert O. Brown
State Local Finance Officer

cc: Ohio County Clerk

TEAM 
KENTUCKY™

An Equal Opportunity Employer M/F/D

Ordinance: **00020233**

OHIO COUNTY FISCAL COURT

Amendment: **00020233**

AN ORDINANCE relating to the annual budget and amendment thereof. Whereas Ohio County, Kentucky has realized unbudgeted receipts. Be it ordained by Ohio County of the Commonwealth of Kentucky:

Section One: **Current Fiscal Year: 2022-2023**

The budget for the Current Fiscal Year is amended to:
Increase / Decrease the receipts of the following fund(s)
to include unbudgeted receipts from:

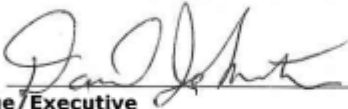
A. Revenues	Fund	Account	Description	Amount
	FED GRANTS	07-4507- -2	USDA GRANT	203,578.00
	Road	02-4514- -B	OLD LIBERTY CH RD PROJECT	400,000.00
Total Amended Revenues				603,578.00
B. Approp.	Fund	Account	Description	Amount
	Road	02-6105-431-4	TRANSP - OLD LIBERTY CHURCH RD PROJECT	400,000.00
	FED GRANTS	07-8099-716-0	USDA GRANT	203,578.00
Total Amended Expenditures				603,578.00

Ordinance: 00020233	OHIO COUNTY FISCAL COURT	Amendment: 00020233
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Section Two:

The amounts adjusting the receipt and expenditure accounts in Section One are for governmental purposes.

Approved by the Ohio County Fiscal Court of Kentucky, this day, the 9th day of August, 2022.

Signed  _____
County Judge/Executive

Approved as to form and classification this the 13 day of September 2022

Signed _____
State Local Finance Officer

This budget ordinance amendment was duly adopted by the Ohio County Fiscal Court, Commonwealth of Kentucky, on this the ____ day of _____

Signed _____
County Judge/Executive

Resolution No. 2023-9

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:

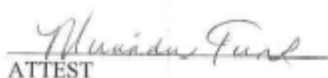
1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate income dwelling units as a direct result of the assisted activity;
3. A time 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 13 day of ^{Sept}~~August~~ 2022.


ATTEST


David Johnston, Judge/Executive

Resolution No. ~~2023~~-10

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

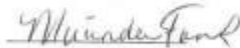
WHEREAS, the Green River Area Development District has been chosen to administer the Ohio County CDBG-ED Grant for Project Otter.

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 13 day of ~~August~~^{Sept}, 2022.



David Johnston, Judge Executive



Attest

CONTRACT FOR PROFESSIONAL SERVICES
Community Development Block Grant Program

Ohio County CDBG - OCWD Intake Rebuild - Project # 21-006

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, 2025.

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 \$45,000 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 2023-10, adopted August 9, 2022, copies of which are attached hereto and made a part hereof.

ATTEST:

Minister-Fusell

COUNTY OF OHIO

By: David Johnston, Judge/Executive

Date: Sept 13, 2022

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 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.

RESOLUTION # 2023-11

WHEREAS, the Ohio County Fiscal Court has applied for and received funding from the Community Development Block Grant Program for the purpose of Project 21-006, Ohio County Water District Intake Rebuild; and

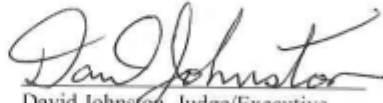
WHEREAS, the County understands that a procurement policy must be adopted when federal funds are used; and

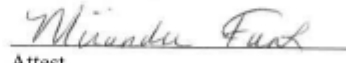
WHEREAS, the County understands that the Community Development Block Grant Program is a federally funded program; and

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 13th day of Sept 2022.


David Johnston, Judge/Executive


Attest

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 #21-006 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 13 DAY OF ~~August~~^{Sept} 2022.


David Johnston, Judge/Executive


ATTEST

RESOLUTION # 2023-12

WHEREAS, the Ohio County Fiscal Court has applied for and received funding from the Community Development Block Grant Program for the purpose of construction a new water intake for the Ohio County Water District in the amount of \$1,000,000; and


WHEREAS, there was a fairly estimated cost associated with the application to complete all items within the scope of the application; and

WHEREAS, the Ohio County Fiscal Court understands that these estimates do not always reflect the actual bid prices received upon proper design and bidding of the project.

NOW, THEREFORE, BE IT RESOLVED, by the Ohio County Fiscal Court that the amount of grant funds is fixed and that the County will be financially responsible for any cost overruns associated with the project.

ADOPTED this 13 day of Sept 2022.


David Johnston, Judge/Executive


Attest

OHIO COUNTY FISCAL COURT
RESOLUTION 2023-13

Fiscal Court of Ohio County

Resolution adopting and approving the execution of a Memorandum of Agreement between the Ohio County Fiscal Court and the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways for in the amount of \$400,000.00 for Old Liberty Church Road, and

Be it resolved by the Fiscal Court That:

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

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

COMMONWEALTH OF KENTUCKY, OHIO COUNTY, KY

I, Miranda Funk, Fiscal Court 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 13th day of September 2020.

PRINTED NAME

JUDGE EXECUTIVE, OHIO COUNTY

SIGNED NAME

FISCAL COURT CLERK OF OHIO COUNTY

**INMATE GUIDELINES AND RULES FOR
OHIO COUNTY DETENTION CENTER WORK CREWS**

Listed below are the guidelines and rules for the Ohio County Detention Center Work Crews. Prior to working on any of the crew, each inmate must read and sign that they understand and accept the rules.

1. You may not leave your job site or assigned work area without approval of your crew supervisor. The job site or work area is the area that is defined by the supervising crew supervisor for the work to be completed on any particular day.
2. You will report to your assigned work detail as specified by your supervisor.
3. Failure to work or disruptive behavior will result in disciplinary action and may warrant removal from the work program.
4. You will not be allowed to supervise other inmates.
5. You may not solicit or receive gifts or anything of value, including, but not limited to, hats, shoes, boots, or clothing, even at the insistence of your supervisor or fellow workers.
6. You may not attempt to borrow money, even at the insistence of your supervisor or fellow workers.
7. You may not receive personal visits, use a telephone in any fashion for personal calls, use computers for personal use to include e-mail, nor may you send or receive mail while away from the facility.
8. You may not enter into any private business.
9. You may not enter into any office unless you are accompanied and supervised by a crew supervisor.
10. You will not be permitted to enter into contractual agreements, including matrimony or charge accounts. You will not be authorized to operate private enterprises and/or endeavors.
11. You may not enter into any private residence at any time, or under any circumstances. You may not do this even at the direction of your crew supervisor or owner of the residence.
12. You may not consume, or have in possession at any time, any intoxicating substance or illegal/prescribed drugs, with the exception of those prescriptions designated as "keep on person."
13. You may not take any personal property to your work site including, but not limited to, radios, drinking cups or tumblers, hobby craft items, or photographs. You may not bring any property back to or into the facility that was found on the work site.

14. You may not bring back into the facility any animals, reptiles, or birds. This includes, but is not limited to, snakes, lizards, turtles, spiders, rabbits, dogs, or cats.
15. You must comply with all rules established by your crew supervisors.
16. If you are going to work overtime, or your work schedule changes, it is your responsibility to have your crew supervisor notify the Ohio County Detention Center immediately by telephone.
17. If you are sick or otherwise unable to work, you must notify the Ohio County Detention Center prior to your assigned checkout time for work so that the crew supervisor may be notified of the reason that you are not reporting to work.
18. You may only operate equipment and machinery (tractors, backhoe, riding lawn mowers, weed eaters, chain saws, power tools, etc.) that you have been trained to operate in accomplishment of assigned work details and approved to do so by crew supervisor.
19. You will not at any time operate any vehicle that is street legal for the transportation of people or equipment. Prohibited vehicle operation includes, but is not limited to, cars, pickups, vans, trucks, motorcycles, or watercraft.
20. The conviction of any rule violation will be grounds for the automatic review of your assignment and continued placement in the program. Be advised that a job-related misconduct will be considered the most serious type of misconduct with regard to your continued placement in the program and termination from the program may result.
21. You will not be permitted to own, possess, or carry firearms or any other weapons.
22. No fighting or horseplay will be permitted.
23. You are not permitted to work on private property or privately-owned vehicles.
24. You are prohibited from buying, selling, or trading anything of value or any services.
25. OCDC uniform shirt must be worn at all times.
26. IF you are injured or become ill at any point during your work assignment, you must immediately notify your crew supervisor.

Assignment to a work crew is a privilege, not a right. In order to keep your work assignment, you must continue to demonstrate positive work performance and positive conduct. Work crew supervisors will be periodically contacted and asked to provide an evaluation of your conduct and work performance. All OCDC rules and regulations continue to apply to work inmates while off the facility grounds.

**VERIFICATION OF RECEIPT AND UNDERSTANDING
OF INMATE GUIDELINES AND RULES OF THE
OHIO COUNTY DETENTION CENTER WORK CREWS**

I have read and understand the guidelines and rules of the Ohio County Detention Center Work Crews and agree to abide by them.

Inmate Signature and OCDC Number

Date

Jail Deputy

Date

**INTERLOCAL AGREEMENT
CITY OF HARTFORD AND
OHIO COUNTY DETENTION CENTER**

THIS INTERLOCAL AGREEMENT is hereby made and entered into this the 13th day of September, 2022, by and between the CITY OF HARTFORD, KENTUCKY, a municipal corporation, with its address being 116 E. Washington Street, Hartford, Kentucky 42347 ("Hartford") and OHIO COUNTY, KENTUCKY, a political subdivision of the Commonwealth of Kentucky with its address being 130 E. Washington Street, Hartford, Kentucky 42347 ("County"), each acting by and through its duly authorized agents;

WHEREAS, the respective participating governments ("Parties") are authorized by the Interlocal Cooperation Act, KRS Chapter 65, to enter into a joint agreement for the performance of the governmental function of constructing and maintaining work crews and public infrastructure; and

WHEREAS, Ohio County has Detention Center inmates who are capable of performing community service work, including but not limited to minor public works construction and maintenance projects, landscaping maintenance, and litter patrol; and

WHEREAS, the Parties recognize that allowing inmates to work saves the County tax dollars by reducing the amount of time in custody, and saves the City tax dollars by reducing labor costs for minor projects; and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

A. SCOPE OF WORK

1. The Ohio County Detention Center may provide Hartford with inmates who can provide manual labor on minor public works infrastructure construction and maintenance projects, landscaping and maintenance projects, litter control, and any other reasonable task requested by the City, agreed to by the Ohio County Detention Center, and permitted by law. The amount of inmates available to work is within the discretion of the Ohio County Detention Center. In no event whatsoever is the Detention Center required to provide inmates for work Hartford.
2. A work day is typically from 7:00 a.m. to 3:30 p.m. with a thirty (30) minute lunch break. Hartford will keep a running tally of the number of days worked in a given month. Hartford shall provide a schedule of projects including the dates, times, locations, and the requested number of inmates to the Ohio County Detention Center.
3. The Inmates Services provided by the Ohio County Detention Center to Hartford shall be limited to projects within Hartford city limits and on public property. The Parties may agree to limitations where inmate services may not be used, for example within the vicinity of schools.
4. Hartford shall provide instructions and training so that inmates understand their duties and responsibilities. Hartford shall provide supervision of construction projects and inmates so that the projects are completed safely and effectively. Unless otherwise agreed to in writing by the Parties, Hartford shall provide materials and equipment to be used by the inmates. The Detention Center may limit how the inmates are used and for what projects. Hartford shall be responsible for ensuring that inmates receive adequate instruction and safety training on any equipment to be used along with proper supervision of the inmates.

B. PAYMENT OF COSTS

5. Unless otherwise agreed to in writing by the Parties, or as otherwise stated herein, each party will bear its own costs. When circumstances justify a sharing of costs, the City and the Jailer may reach a written agreement as to how costs will be shared without requiring an amendment of this Agreement, provided that the cost to each party is within the budgetary authority of the City and the Jailer.
6. The Detention Center is not at this time charging the City of Hartford for inmate use considering all other agreements herein.

C. TERM AND TERMINATION

7. Either party may terminate this Contract, in whole or in part, in either party's sole discretion, if it is determined that termination is in its best interest. The terminating party shall deliver to the other party a written notice of termination specifying the terms and effective date of termination and such termination may be immediate.

D. NOTICES

8. All notices issued between parties to this agreement shall be in writing. All notices shall be deemed given on the date personally delivered, faxed, emailed, or deposited in the U.S. mail to the following parties, unless an alternative person is designated by the respective party:

Hartford:	City of Hartford 116 E. Washington Street Hartford, Kentucky 42347 Attn: Mayor of Hartford
County:	Ohio County Fiscal Court 130 E. Washington Street Hartford, Kentucky 42347 Attn: Ohio County Judge Executive

E. MISCELLANEOUS PROVISIONS

9. Ohio County Detention Center will not provide the transportation to and from the work site of the inmates assigned to Hartford work crews.
10. Hartford will provide lunches to the inmates at its cost, unless otherwise agreed.
11. Hartford agrees to use inmates assigned to the work crews on public property only. Hartford will not use the inmates to provide personal services for private benefit.
12. Hartford will, upon request, relinquish any assigned inmate to the custody of Ohio County Detention Center.
13. Hartford will immediately notify the Ohio County Detention Center and the local law enforcement agency of any missing or unaccounted for inmate or if Hartford believes, an inmate has escaped while under Hartford supervision.

14. Hartford will immediately report to the Ohio County Detention Center any guideline or rule violation.
15. No inmate assigned to a work crew will be considered an employee of the requesting Hartford, Ohio County Detention Center, or the Commonwealth of Kentucky.
16. Hartford will be responsible for the cost of medical and dental health care needs of the inmates for injuries or other damages relating to the work performed for Hartford while assigned to the work crews, including emergencies while assigned to the work crews, unless otherwise provided for in this Contract. Hartford will be responsible to reimburse Ohio County Detention Center for the cost of any required outside medical and/or dental care (including emergency care), which will include the cost of emergency transportation, if an inmate assigned to the work crews is injured while performing work for Hartford.
17. Hartford will not allow any inmate to operate or use any type of equipment unless and until Hartford has fully trained the inmate in the proper and safe use of the equipment, and has documented records to support said training. Under no circumstances will Hartford allow an inmate to operate any equipment, which has had the manufacturer's safety devices modified or removed, nor will Hartford allow any inmate to operate any dangerous or unsafe equipment. Hartford will not allow an inmate to operate any equipment without first providing and requiring the inmate to wear protective equipment in accordance with OSHA standards when operating any equipment. Hartford will also not allow an inmate to operate any motor vehicle upon the public roadways at any time.
18. Hartford understands that inmates are strictly prohibited from access to the Internet. Inmate access to the Internet on a computer or other device while under the control of Hartford is grounds for immediate termination of this contract. Inmates used for work contrary or in excess of the duties provided in this contract is grounds for immediate termination.
19. Hartford is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of the Contract.
20. If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
21. This Agreement is the entire agreement between Hartford and the County relating to the provision of the Ohio County Detention Center inmate services for the specific functions as described above and supersedes any and all prior agreements, arrangements, or understandings, whether written or oral.
22. This Agreement is for the benefit of the parties to the Agreement, and does not confer any rights on any third parties.
23. No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by the authorized representatives of all parties.
24. This Agreement has been made under and shall be governed by the laws of the Commonwealth of Kentucky. This Agreement and all matters related thereto shall be performed in Ohio County, Kentucky. The venue of any lawsuits arising out of this Agreement shall be in Ohio County, Kentucky.

25. Failure of any party at any time, to enforce a provision of this Agreement, shall not constitute a waiver of that provision, nor in any way affect the validity of this Agreement or the right of any party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party(ies) claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute a consent to or waiver of or excuse of any other different or subsequent breach.


26. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

NOW THEREFORE, this Agreement is made and entered into, by and between the City of Hartford and Ohio County, Kentucky, to be effective when signed by the last party whose signing makes the Agreement fully executed.

CITY OF HARTFORD

OHIO COUNTY, KENTUCKY

BEAU WRIGHT, MAYOR



DAVID JOHNSTON, JUDGE EXECUTIVE

ATTEST:

ATTEST:

LISA MARTIN, CITY CLERK



MIRANDA FUNK, COURT CLERK

APPROVED AS TO FORM:

APPROVED AS TO FORM:

TARA WARD, CITY ATTORNEY

JUSTIN S. KEOWN, COUNTY ATTORNEY
APPROVED:

GERRY WRIGHT, JAILER

THE FOREGOING INTERLOCAL COOPERATION AGREEMENT IS APPROVED BY THE DEPARTMENT FOR LOCAL GOVERNMENT OF THE COMMONWEALTH OF KENTUCKY AS OF _____ DAY OF _____, 2022 PURSUANT TO KRS 65.260.

DEPARTMENT FOR LOCAL GOVERNMENT

**GUIDELINES AND RULES FOR SUPERVISORS
OF OHIO COUNTY DETENTION INMATES**

Listed below are the guidelines and rules for the supervisors of Ohio County Detention Inmates. These guidelines and rules will provide you with the basic tools and information to accomplish the common goals of the parties involved. Prior to supervising any Ohio County Detention Inmates, each supervisor must read the guidelines, rules, post orders, and sign that they understand and accept them.

1. Inmates assigned to your work crew may not leave your job site or assigned work area without your and Detention Center approval. The job site or work area is the area that is defined by you, the crew supervisor, for the work to be accomplished on any particular day. All supervisors will remain in the area with their inmates at all times.
2. Crew supervisors will immediately report any reportable incident, (i.e. vehicle accident, inmate injury, or escape) to the Ohio County Jailer along with any emergency, medical and/or law enforcement agency.
3. Inmates may not solicit or receive gifts or anything of value, nor may they attempt to borrow money even at the insistence of you or fellow workers. This includes, but is not limited to hats, shoes, boots, or clothing.
4. Inmates may not have money in their possession at any time.
5. Crew supervisors may not solicit, receive, borrow, or give anything of the above listed items for or to your assigned inmates.
6. Inmates may not receive personal visits, use a telephone in any fashion for personal calls, use a computer for personal use to include sending or receiving e-mail, nor may they send or receive mail while away from the facility. The supervisor(s) will not receive or send any mail for inmates assigned to their supervision.
7. Inmates may not enter into any private business.
8. Inmates may not enter into any office unless they are accompanied and supervised by a crew supervisor.
9. Inmates may not enter into any residence at any time or under any circumstances.
10. Inmates may not consume or have in their possessions at any time intoxicating substance or illegal/prescribed drugs, with the exception of those prescriptions designated as "keep on person." Inmates may not be in possession of tobacco or tobacco-like products at any time.
11. Inmates may not take personal property to the work site. This includes, but is not limited to, radios, drinking cups or tumblers, hobby craft items, and photographs.

12. Inmates may not bring any property into the facility that was found or obtained at the work site.
13. Inmates may not bring back into the facility any animals, reptiles, or birds. This includes, but is not limited to, snakes, lizards, turtles, spiders, rabbits, cats, or dogs.
14. Inmates must comply with all rules established by work supervisors.
15. If you need to work inmates overtime, or your work schedule changes, it is your responsibility, as the crew supervisor to notify the Ohio County Detention Center immediately. This can be done in person or by telephone.
16. Each facility will maintain a roster of all crew supervisors' names, contact persons, phone numbers, and the name and number of each inmate assigned to each crew.
17. Ohio County Detention Center inmates may only work on projects that are in the public domain and only on public property or right of ways.
18. If inmates assigned to your crew are sick, or otherwise unable to work, you must notify the Ohio County Detention Center immediately.
19. Ohio County Detention Center inmates may only operate equipment and machinery (e.g., tractors, backhoe, riding lawn mowers, weed eaters, chain saws, power tools, etc.) in the performance of their assigned work detail, provided that they have been trained to safely operate this equipment or machinery by a crew supervisor.
20. Inmates may not at any time operate any vehicle that is street legal for the transportation of people or equipment. Prohibited vehicle operation includes, but not limited to, cars, pickups, vans, trucks, motorcycles, or watercraft.
21. Under no circumstances may an inmate be placed in authority over another inmate or group of inmates.
22. It is the responsibility of the crew supervisor to report and submit an offense report for any rule violation that any inmate commits. Incident reports and offense reports must be submitted at the end of the workday in which a violation occurred.
23. Supervisors must ensure proper tools/equipment are provided and for the daily accountability of tools and equipment.
24. Appropriate safety procedures are to be followed. Failure to use required safety equipment may be grounds for termination from the work crew.

**VERIFICATION OF RECEIPT AND UNDERSTANDING
OF GUIDELINES AND RULES FOR
PRISONER PUBLIC WORKS PROGRAM SUPERVISORS**

I have read and understand the guidelines of the Ohio County Detention Center and agree to abide by them. I have received a copy of the guidelines and rules for supervisors and inmates.

EACH CITY OF HARTFORD CREW MEMBER MUST SIGN

Crew Supervisor Signature

Date

Facility Staff Signature

Date

Animal Sheltering Agreement

Fearless Friends (not the main Ohio County Shelter only those delivered to the Shelter at 1802 Country Club Lane, Hartford, Kentucky). However, Ohio County can determine the stay to be excess if in its discretion the time is unreasonable should additional space be needed for new animals.

5. As a result of the aforementioned, the Fearless Friends will be responsible for all medical bills of any sick or injured animal when the animal becomes responsibility of the Fearless Friends.

6. Fearless Friends will continue to maintain and upkeep the building, appliances and grounds of the Shelter (1802 Country Club Lane, Hartford, Kentucky) in a proper and sanitary condition. Fearless Friends accepts the property "**AS IS**" without any warranties of any kind.

7. It is expressly understanding that the Fearless Friends is, in all respects, an independent contractor, and Ohio County is not responsible for any acts whatsoever of the Fearless Friends.

8. The Fearless Friends shall indemnify and hold harmless Ohio County, its successors, assigns, elected officials, and employees, from and against any and all losses, damages, liabilities, reasonable attorneys' fees and costs, actions, suits, other claims arising out of Fearless Friends' exercise of any rights herein. The Fearless Friends shall reimburse the County upon demand for any payment made by County at any time with respect to such losses, damages, liabilities, attorneys' fees and costs, actions, suits or other claims to which the foregoing indemnity applies. The Fearless Friends recognizes and accepts any and all risks associated with unpredictable animal behavior. The Fearless Friends specifically assumes all risks arising out of or relating to the care and handling of the animals. The Fearless Friends recognize that Ohio County makes no representation whatsoever as to the past history of the animals and whether or not they are safe animals.

9. The Fearless Friends shall not be permitted to assign its interests and rights herein unless approved in writing by the Ohio County Judge Executive.

10. Ohio County is not responsible for the loss or theft of, or damage to, personal property on the Ohio County's premises, whether held in storage or not that is owned by the Fearless Friends. Fearless Friends will take all precautions to avoid loss or theft of, or damage to, its personal property. In the event of such loss, or damage, the Fearless Friends agrees to hold Ohio County harmless from and against any and all claims, actions, costs, expenses and demands in respect to such theft, loss or damage, however caused, arising out of or in connection with the use of the Ohio County Animal Shelter.

11. Fearless Friends shall secure, at its own expense, all personnel necessary to carry out its obligations under this agreement. Such personnel shall not be considered employees of Ohio County. Fearless Friends shall ensure that its personnel are instructed that they do not have a contractual relationship with Ohio County. Fearless Friends shall train its employees concerning all applicable federal, state and local laws, rules, guidelines, statutes and/or ordinances regarding animal care and control.

12. Fearless Friends has read the entire contents of this contract and agrees that all terms and conditions pertinent hereto are included in this writing, and agrees that no verbal agreements or understandings of any kind shall be binding upon the parties.

Animal Sheltering Agreement

This agreement made and entered into this 13th day of September, 2022, by and between OHIO COUNTY, KENTUCKY, by approval of the Ohio Fiscal Court, with an address of 130 E. Washington Street, Hartford, Kentucky 42447, hereinafter referred to as "Ohio County" and the FEARLESS FRIENDS ANIMAL RESCUE, LLC, with a mailing address of 32 Maple Lane, Beaver Dam, Kentucky 42320, hereinafter referred to as "Fearless Friends".

WITNESSETH

WHEREAS, Ohio County had previously operated an animal shelter, located at 1802 Country Club Lane, Hartford, Kentucky ("Shelter"), at which it received, cared for and enforced animal control laws within the county; and

WHEREAS, Ohio County no longer uses the aforementioned facility; and

WHEREAS, Ohio County and the Fearless Friends wish to enter into an agreement that would continue to allow the Animal Control Officer to enforce various Kentucky Statutes as it relates to animals and would also allow the Fearless Friends to handle some rescues when animals are brought to the Ohio County Animal Shelter.

NOW THEREFORE, the parties hereto do mutually agree to the following:

1. This agreement shall be for a term commencing on the date of execution hereof and continuing for a term of one year from the date of execution. Notwithstanding the foregoing upon expiration of the initial term and upon expiration of each renewal term thereafter, this agreement shall be automatically renewed for a term of one year. However, the parties agree that either party may terminate this agreement at any time for any reason whatsoever and/or for no reason whichever the case may be upon fourteen (14) day written notice to the other party.
2. The Fearless Friends in consideration of the love it has for all animals, agrees to possibly receive (after any stray hold at the Ohio County Animal Shelter) a number of live dogs, cats or other animals, excluding livestock and other farm animals, delivered to the shelter by the Ohio County Animal Control Officer, employees of the Ohio County and citizens at large. Fearless Friends, at its own cost, will feed, care for and dispose of said animals as the case may be including any adoption (after the required hold period) consistent with any applicable Ohio County ordinance and the federal, state and/or local laws. The Ohio County Animal Control Officer shall solely determine which animals may be delivered to Fearless Friends.
3. Fearless Friends shall maintain complete and accurate records of any actions it takes with respect to any animals it deals with at the Shelter and pursuant to this agreement. Fearless Friends in all actions it performs shall maintain a clean and sanitary condition at all times. It shall properly care for and protect any animals delivered to it in a humane and decent manner. As to all operations of Fearless Friends it agrees to comply with any and all federal, state, and local guidelines, laws, ordinances, rules, statutes, and regulations.
4. The parties agree that any and all stray animals as determined by Ohio County shall remain the responsibility of Ohio County as long as the animal is under stray hold. Upon expiration of the stray hold this is when Fearless Friends may be considered as receiving an animal consistent with section 2 of this agreement. After the stray period has ended the length of time at the Shelter of a Shelter animal shall be at the discretion of the

Animal Sheltering Agreement

13. This Agreement may not be amended or altered except by an instrument in writing executed by Ohio County and Fearless Friends.

FEARLESS FRIENDS ANIMAL RESCUE, LLC

BY: _____
HEATHER SMITH
Member/Manager

OHIO COUNTY, KENTUCKY
By:  _____
DAVID JOHNSTON, JUDGE EXECUTIVE

Attest:

ANNE MELTON