

Ohio County Fiscal Court
April 11, 2023 5:00 PM
Ohio County Community Center
Hartford, KY

Attendance Taken at 5:00 PM:

Present Board Members:

Michael McKenney
Jason Bullock
David Johnston
Kenneth Calloway
Larry Morpew

Absent Board Members:

Bo Bennett

I. Call to Order Judge Executive David Johnston

I.A. Prayer and Pledge to American Flag

II. Green River District Health Department - Merritt Bates Thomas

Discussion:

Gave an update on Diabetes awareness for our State, Region, and County.

III. Approve March 28, 2023 Minutes

Motion Passed: Approved March 28, 2023 Minutes passed with a motion by Larry Morpew and a second by Kenneth Calloway.

5 Yeas - 0 Nays.

Michael McKenney	Yes
Jason Bullock	Yes
Bo Bennett	Absent
David Johnston	Yes
Kenneth Calloway	Yes
Larry Morpew	Yes

IV. Bills, Claims, Payments and Transfers

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

5 Yeas - 0 Nays.

Michael McKenney	Yes
Jason Bullock	Yes
Bo Bennett	Absent
David Johnston	Yes
Kenneth Calloway	Yes
Larry Morpew	Yes

V. Treasurer's March 2023 Financial Report

Motion Passed: Acknowledge receipt of Treasurer's March 2023 Financial Statement passed with a motion by Kenneth Calloway and a second by Michael McKenney.

5 Yeas - 0 Nays.

Michael McKenney	Yes
Jason Bullock	Yes
Bo Bennett	Absent
David Johnston	Yes
Kenneth Calloway	Yes
Larry Morphew	Yes

VI. Clerk's March 2023 Financial Report

Motion Passed: Approved Clerk's March 2023 Financial Report passed with a motion by Jason Bullock and a second by Michael McKenney.

5 Yeas - 0 Nays.

Michael McKenney	Yes
Jason Bullock	Yes
Bo Bennett	Absent
David Johnston	Yes
Kenneth Calloway	Yes
Larry Morphew	Yes

VII. Resolution 2023-25 KOHS

Motion Passed: Approved Resolution 2023-25 KOHS for EMA (grant for 45 new P25 radios for law enforcement communications) passed with a motion by Jason Bullock and a second by Kenneth Calloway.

5 Yeas - 0 Nays.

Michael McKenney	Yes
Jason Bullock	Yes
Bo Bennett	Absent
David Johnston	Yes
Kenneth Calloway	Yes
Larry Morphew	Yes

VIII. Rough River Clean Up

Motion Passed: Approved Rough River clean up bids from Horner for sites 4 at \$50,065.00 and site 6 at \$24,390.00. Four bid companies submitted bids passed with a motion by Kenneth Calloway and a second by Jason Bullock.

5 Yeas - 0 Nays.

Michael McKenney	Yes
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Jason Bullock	Yes
Bo Bennett	Absent
David Johnston	Yes
Kenneth Calloway	Yes
Larry Morphew	Yes

IX. Resolution 2023-26 KYTC Cooperative Road Aid Agreement

Motion Passed: Approved Resolution 2023-26 KYTC Cooperative Road Aid Agreement passed with a motion by Jason Bullock and a second by Kenneth Calloway.

5 Yeas - 0 Nays.

Michael McKenney	Yes
Jason Bullock	Yes
Bo Bennett	Absent
David Johnston	Yes
Kenneth Calloway	Yes
Larry Morphew	Yes

X. Ohio County Public Library Board Appointment

Motion Passed: Approved the appointment of Jennifer Porter to the Ohio County Public Library Board Appointment passed with a motion by David Johnston.

5 Yeas - 0 Nays.

Michael McKenney	Yes
Jason Bullock	Yes
Bo Bennett	Absent
David Johnston	Yes
Kenneth Calloway	Yes
Larry Morphew	Yes

XI. Ohio County Extension FY 2023-2024 Budget

Motion Passed: Acknowledged having received the Ohio County Extension Office FY 2023-2024 Budget passed with a motion by Larry Morphew and a second by Jason Bullock.

5 Yeas - 0 Nays.

Michael McKenney	Yes
Jason Bullock	Yes
Bo Bennett	Absent
David Johnston	Yes
Kenneth Calloway	Yes
Larry Morphew	Yes

XII. Sheriff Department Surplus Backhoe

Motion Passed: Approved Surplus John Deere 610C Backhoe. Serial#T0610CB745757 (Military) Funds received will be applied to Sheriff Department Capital Outlay passed with a motion by Jason Bullock and a second by Larry Morphew.

5 Yeas - 0 Nays.

Michael McKenney	Yes
Jason Bullock	Yes
Bo Bennett	Absent
David Johnston	Yes
Kenneth Calloway	Yes
Larry Morphew	Yes

XIII. Personnel

XIV. Road Department Personnel

Motion Passed: Approved Road Department new hire of Jerrod Allen as full time Grade 2 at \$18.40 per hour effective April 16, 2023 passed with a motion by David Johnston.

5 Yeas - 0 Nays.

Michael McKenney	Yes
Jason Bullock	Yes
Bo Bennett	Absent
David Johnston	Yes
Kenneth Calloway	Yes
Larry Morphew	Yes

XV. Senior Center Personnel

Motion Passed: Approved Senior Center New Hire of Rose Etherton as part time Sub Meal Driver at \$11.53 per hour effective April 2, 2023. Employee hire with executive order for early start date passed with a motion by David Johnston.

5 Yeas - 0 Nays.

Michael McKenney	Yes
Jason Bullock	Yes
Bo Bennett	Absent
David Johnston	Yes
Kenneth Calloway	Yes
Larry Morphew	Yes

XVI. ARCH Program Personnel

Motion Passed: Approved ARCH program new hire of Donna Duff-Lear as full time Administrative Assistant at \$15.57 per hour effective April 2, 2023. Employee hired on executive order to begin working as quick as possible passed with a motion by David Johnston.

5 Yeas - 0 Nays.

Michael McKenney	Yes
Jason Bullock	Yes
Bo Bennett	Absent
David Johnston	Yes
Kenneth Calloway	Yes
Larry Morphew	Yes

XVII. Park Personnel

Motion Passed: Approved Park personnel status change of Tori Kinison full time event coordinator from Level 1 at \$11.53 per hour to Level 2 at \$12.12 per hour passed with a motion by David Johnston.

5 Yeas - 0 Nays.

Michael McKenney	Yes
Jason Bullock	Yes
Bo Bennett	Absent
David Johnston	Yes
Kenneth Calloway	Yes
Larry Morphew	Yes

XVIII. Committee Reports

XIX. Magistrate's Comments and Requests


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

XX. Citizen's Comments

XXI. Adjournment

Judge Executive

Ohio County Fiscal Court Clerk

		Ohio County Fiscal Court Meeting REGULAR Judge Executive - David Johnston			
Michael McKenney Magistrate District 1	Jason Bullock Magistrate District 2	Bo Bennett Magistrate District 3	Kenneth Calloway Magistrate District 4	Larry Morpew Magistrate District 5	Justin Keown County Attorney
Ohio County Fiscal Court Meeting March 28, 2023 5:00pm					
<ol style="list-style-type: none">1. C.R.A. and L.G.E.A. Public Hearing2. Call to Order Prayer and Pledge3. Approve March 14, 2023 Minutes4. Bills, Claims, Payments and Transfers5. Ordinance 2023-7 FY 2023-2024 Budget First Reading6. FY 2023-2024 Standing Orders7. Clerk's February 2023 Financial Report8. Bess Ralph Election Equipment9. Ohio County Soil Conservation Office – Darren Luttrell10. Father's House Presentation11. Rough River Clean Up Site 11 Amendment 11/15/202212. Rough River Clean Up Report13. Ordinance 2023-9 All-Terrain Vehicles14. Ordinance 2023-10 Administrative Code Amendment15. Resolution 2023-22 A.R.P.A. Golf Course Changes16. Park's A.R.P.A. Quarterly Report17. Library Board Appointment18. Personnel19. Committee Reports20. Magistrates Comments and Requests21. Citizens Comments22. Adjournment					

215
REGULAR

OHIO COUNTY **215**
11 APRIL 2023

Resolution for Application for and Administration of
Kentucky Office of Homeland Security Project

RESOLUTION 2023-25

Ohio County Fiscal Court

A RESOLUTION OF THE OHIO COUNTY FISCAL COURT AUTHORIZING THE JUDGE EXECUTIVE TO MAKE APPLICATION FOR AND, UPON APPROVAL, TO ENTER INTO AN AGREEMENT WITH THE KENTUCKY OFFICE OF HOMELAND SECURITY (KOHS), TO EXECUTE ANY DOCUMENTS WHICH ARE DEEMED NECESSARY BY KOHS TO FACILITATE AND ADMINISTER THE PROJECT AND TO ACT AS THE AUTHORIZED CORRESPONDENT FOR THIS PROJECT. THIS RESOLUTION ALSO ESTABLISHES PROCUREMENT POLICY FOR ANY KOHS APPROVED PROJECT FOR THE FY-2023 APPLICATION CYCLE.

WHEREAS, the Ohio County Fiscal Court desires to make an application for United States Department of Homeland Security and/or Commonwealth of Kentucky funds for a project to be administered by Kentucky Office of Homeland Security.

WHEREAS, it is recognized that an application for and approval of Kentucky Office of Homeland Security funds impose certain obligations and responsibilities upon the county;

NOW, THEREFORE, be it resolved this 11 day of April, 2023, by the Ohio County Fiscal Court.

The Judge Executive is hereby authorized to execute and furnish all required documentation, including a memorandum of agreement, as may be required by KOHS for the furtherance of the above-referenced project and to act as the authorized correspondent for said project.

For the purpose of any KOHS funded projects using FY-2023 funds the county will use the provisions of KRS 45A for the purpose of equipment and/or services. For any equipment and/or services under \$30,000 three (3) quotes will be obtained. For any equipment and/or services that exceeds \$30,000 the provisions of KRS 45A will apply.

Done this 11 day of April, 2023 on a Motion made by Magistrate Jason Bullock
and seconded by Magistrate Kenneth Callaway.

Members present voting in Favor: All (5) / Absent.

Members present voting Against: _____

APPROVED BY:

[Signature]
Judge Executive

ATTESTED:

[Signature]
Clerk

COUNTY ROAD AID COOPERATIVE
PROGRAM AGREEMENT

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

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

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

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

1. Apportionment of County Road Aid Funds. The County's apportionment of County Road Aid Funds shall be based on revenue estimates supplied by the Office of State Budget Director. For the Fiscal Year beginning July 1, 2023, this amount is **\$1,729,092.56** (the "Apportionment"). The above referenced estimate is based on the most recent available date and is subject to change according to available revenue. The Apportionment shall be distributed by the

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

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

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

a. First Distribution. The Department shall initially distribute to the County sixty percent (60%) of the Apportionment, less three percent (3%) of the Apportionment set aside for the emergency fund below. This initial amount is **\$1,006,332.00**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OHIO COUNTY FISCAL COURT

BY: 
County Judge/Executive

Date: 04-11-2023

(For Kentucky Transportation Cabinet use only)

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

BY: _____
Commissioner

Date: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____
Office of Legal Services

Date: _____

**COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET**

BY: _____
Secretary of the Transportation Cabinet

Date: _____

R E S O L U T I O N

Fiscal Court of OHIO County

Resolution adopting and approving the execution of a County Road Aid Coop Program Contract between the Fiscal Court and the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid, for the fiscal year beginning July 1, 2023, as provided in the Kentucky Revised Statutes and accepting all roads and streets referred to therein as being a part of the County Road System.

Be it resolved by the Fiscal Court that:

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

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

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

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

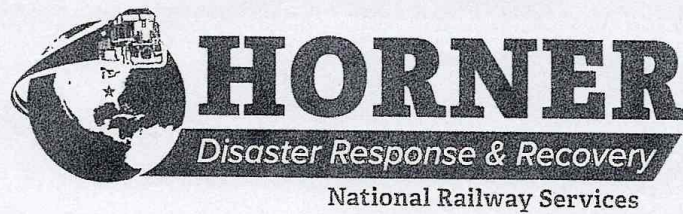
The vote taken on said Resolution, the result being
as follows: AYES NAYS

<u>Michael D. R. McKenney</u>	_____
<u>[Signature]</u>	_____
<u>Kevin A. Calkins</u>	_____
<u>Larry Marpham</u>	_____
<u>David John</u>	_____

COMMONWEALTH OF KENTUCKY OHIO COUNTY

I, _____, 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 11 of 04,
2023.

SIGNED Bern Ralph by Christina Shepherd
CLERK OF OHIO COUNTY CD



Section 6: Proposal Pricing – Ohio County, Kentucky – River Clean-up/Debris Removal

Site 4:

<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Cost Subtotal</u>
River Debris Removal	LF	2700	\$15.95	\$43,065.00
Seeding and Mulching	Acre	2	\$3,500.00	\$7,000.00

Total: \$50,065.00

Site 6:

<u>Description</u>	<u>Unit</u>	<u>Est. Quantities</u>	<u>Unit Cost</u>	<u>Cost Subtotal</u>
River Debris Removal	LF	1200	\$15.95	\$19,140.00
Seeding and Mulching	Acre	1.5	\$3,500.00	\$5,250.00

*Estimated length of time to complete project (after issuance of permits): **21-30 days**

Total: \$24,390.00

Grand Total: \$74,455.00

1730 Old Watson Springs Road
Watkinsville, Georgia 30677
Office (678)-897-1287



Andy Beshear
GOVERNOR

EDUCATION AND LABOR CABINET

Jamie Link
SECRETARY

Beth Milburn
Acting Commissioner
Department for Libraries & Archives
P.O. Box 537
300 Coffee Tree Road
Frankfort, Kentucky 40602
Phone (502) 564-8300
FAX (502) 564-5773

March 7, 2023

Honorable David Johnston
County Judge/Executive
Ohio County Courthouse
130 East Washington Street
Suite 209
Hartford, KY 42347

Dear Judge Johnston:

Since the term of Jennifer Porter of the Ohio County Public Library Board of Trustees will expire on June 30, 2023, we hereby submit the following names for your consideration in filling this vacancy (new 4-year term):

Jennifer Porter
10390 Rochester Road
Beaver Dam, KY 42320

Julie Francis
977 Barnetts Creek Rd
Utica, KY 42376

As required by KRS 173, this appointment is to be made by you, "with the approval of the Fiscal Court." Please send correspondence and the record of appointment or the approved fiscal court minutes to kdlatrusteeappointments@ky.gov for our official files.

Sincerely,

A handwritten signature in blue ink, appearing to read "Beth Milburn".

Beth Milburn
Acting Commissioner

Cc: Melanie Warga, Library Director
Amber Potts, Regional Librarian



Proposal

1264 Liberty Road • Beaver Dam, KY 42320

PROPOSAL SUBMITTED TO <i>Ohio County Fiscal Court</i>	JOB NAME <i>Raccoon River</i>	JOB #
ADDRESS <i>130 East Washington St.</i>	JOB LOCATION <i>Site 6</i>	
<i>Hartford Ky 42347</i>	DATE <i>2/23/2023</i>	DATE OF PLANS <i>Upon Approval</i>
PHONE # <i>(270) 298-4400</i>	FAX #	ARCHITECT

We hereby submit specifications and estimates for:

*Raccoon River Site 6 Debris Removal & Clean-Up
To Include Revised Addition Down Stream*

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

\$ *120,000.00* Dollars

with payments to be made as follows: *In Full Upon Completion*

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Respectfully submitted

[Signature]

Note: This proposal may be withdrawn by us if not accepted within *45* days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

BBrock Enterprises

JOB BID

P.O. Box 333
Mayking, KY 41837
Phone 859-338-7193

DATE: FEBRUARY 22, 2023

To: Ohio County Fiscal Court

FOR: RFP SITE 6

DESCRIPTION	UNITS	RATE	AMOUNT
Site 6 Debris Removal	N/A	N/A	\$175,000.00
			\$175,000.00

Project ID Site 6

Thank you for your business!

OHIO COUNTY **230**
11 APRIL 2023

[illegible]

BBrock Enterprises

JOB BID

P.O. Box 333
Mayking, KY 41837
Phone 859-338-7193

DATE: FEBRUARY 22, 2023

To: Ohio County Fiscal Court

FOR: RFP SITE 4

DESCRIPTION	UNITS	RATE	AMOUNT
Site 6 Debris Removal	N/A	N/A	\$135,000.00
			\$135,000.00

Project ID Site 4

Thank you for your business!

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