

Ohio County Fiscal Court
October 24, 2023 5:00 PM
Ohio County Community Center
Hartford, KY

Attendance Taken at 5:00 PM:

Present Board Members:

Larry Morpew
Michael McKenney
Jason Bullock
Bo Bennett
David Johnston

Absent Board Members:

Kenneth Calloway

I. Call to Order Judge Executive David Johnston

I.A. Prayer and Pledge to American Flag

II. Approve October 24, 2023 Minutes

Motion Passed: Approved October 24, 2023 Minutes passed with a motion by Jason Bullock and a second by Larry Morpew.

5 Yeas - 0 Nays.

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

III. Bills, Claims, Payments and Transfers

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

5 Yeas - 0 Nays.

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

IV. Tables and Chairs

Motion Passed: Approved to purchase tables and chairs from Sam's Club for County use in the amount of \$7,140.10. Authorize County Treasurer to issue check(s) passed with a motion by Jason Bullock and a second by Larry Morpew.

5 Yeas - 0 Nays.

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

V. Clerk's September 2023 Financial Report

Motion Passed: Acknowledged having received the Clerk's September 2023 Financial Report passed with a motion by Jason Bullock and a second by Bo Bennett.

5 Yeas - 0 Nays.

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

VI. Sheriff's Quarterly Fee Report

Motion Passed: Acknowledged having received the Sheriff's Quarterly Fee Report passed with a motion by Jason Bullock and a second by Bo Bennett.

5 Yeas - 0 Nays.

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

VII. Sheriff 2023 Wright Franchise Settlement

Motion Passed: Approved having received the Sheriff's 2023 Wright Franchise Settlement subject to audit passed with a motion by Larry Morpew and a second by Bo Bennett.

5 Yeas - 0 Nays.

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

VIII. Ohio County Airport - John Gaither

IX. Interlocal Agreement McMahan (Moseley Road)

Motion Passed: Approved the Interlocal Agreement on McMahan Road and Moseley Road. Authorize Judge Executive to sign Agreement passed with a motion by Michael McKenney and a second by Larry Morpew.

5 Yeas - 0 Nays.

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

X. Animal Control Grant Contract

Motion Passed: Approved to authorize the Judge Executive to sign all corresponding documentation for the Spay and Neuter Grant for the Animal Shelter passed with a motion by Jason Bullock and a second by Larry Morpew.

5 Yeas - 0 Nays.

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

XI. Senior Center Personnel

Motion Passed: Approved Senior Center new hire of Robert Stone as full time ARPA Van Driver at level 1 at \$13.53 per hour effective October 22, 2023 passed with a motion by David Johnston.

5 Yeas - 0 Nays.

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

XII. Administrative Code and Wages Scale Committee

Discussion:

Appointed Magistrate Bo Bennett to the Ohio County Administrative Code and Wage Scale Committee.

XIII. Committee Reports

XIV. Magistrate's Comments and Requests


XIV.A. District 1 - Magistrate Michael McKenney
XIV.B. District 2 - Magistrate Jason Bullock
XIV.C. District 3 - Magistrate Bo Bennett
XIV.D. District 4 - Magistrate Kenneth Calloway
XIV.E. District 5 - Magistrate Larry Morphey

XV. Citizen's Comments

XVI. 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 Morphew Magistrate District 5	Justin Keown County Attorney
<p>Ohio County Fiscal Court Meeting October 24, 2023 5:00pm</p> <ol style="list-style-type: none">1. Call to Order Prayer and Pledge2. Approve October 10, 2023 Minutes3. Bills, Claims, Payments and Transfers4. Clerk's September 2023 Financial Report5. Sheriff's Quarterly Report6. Sheriff's 2023 Wright Franchise Settlement7. Ohio County Airport – John Gaither8. Interlocal Agreement – McMahan Road, Moseley Road9. Spay and Neuter Grant – Contract10. Personnel11. Committee Reports12. Magistrates Comments and Requests13. Citizen's Comments14. Adjournment					

**Reimbursement to Employee
PURCHASE VOUCHER
ONE TICKET PER VOUCHER**

DATE OF PURCHASE	10/25/2023	
Employee Name		
DEPARTMENT	Ohio Co. Fiscal Court.	
01-5025-571-0 Purchase Order #	# tables 35	\$ 3149.30
01-5025-445-0 Purchase Order #	# Chairs 160	\$ 3996.80
Purchase Order #	#	\$
Purchase Order #	#	\$
Total Amount Charged		\$ 7146.10

Authroized SIGNATURE:

DESCRIPTION AND USE OF PURCHASE
tables 84.98
chairs 24.98

Attached receipt with tape.

DD

OHIO COUNTY
FINANCIAL STATUS REPORT
CURRENT

Print Date: 10/5/2023 3:39 pm
Page 3 of 3

Receipt Start: 9/1/2023 Receipts End: 9/30/2023 Period: 9/1/2023 thru 9/30/2023 using expense date for Accounts 23G - 23G

TOTAL REVENUES OVER EXPENDITURES \$44,416.67

I certify that this statement, to the best of my knowledge, is true and correct.

SIGNED: Bess J. Ralph
OHIO COUNTY

DATE: 10-6-23

OHIO COUNTY
FINANCIAL STATUS REPORT
CURRENT

Print Date: 10/5/2023 3:39 pm
Page 1 of 3

Receipt Start: 9/1/2023 Receipts End: 9/30/2023 Period: 9/1/2023 thru 9/30/2023 using expense date for Accounts 23G - 23G

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		
Election Commissioner		
HB537 SPECIAL REVENUE		
FEES FROM TAXES & LICENSES:		
Motor Vehicle Licenses	\$51,181.54	
Child Victim Fund		
Motor Vehicle Usage Taxes	\$163,000.96	
Motor Vehicle Notary Fees	\$17.00	
Motor Vehicle Lien Release Fees	\$1,628.00	
Motor Vehicle Property Tax - Motax	\$167,026.32	
Delinquent Taxes	\$20,202.71	
Hunting & Fishing Licenses		
Marriage Licenses	\$840.00	
Miscellaneous Licenses		
County Stickers	\$16,221.50	
Deed Transfer Taxes	\$7,383.00	
RECORDING FEES:		
Deeds & Power Of Attorney	\$3,102.00	
Real Estate Mortgages/Fixture Filing	\$4,187.00	
Chattel Mortgages	\$5,034.00	
Wills & Estates	\$293.00	
Releases	\$1,715.00	
Liens	\$335.00	
Leases	\$34.00	
Election Filing		
Storage Fees	\$2,950.00	
Affordable Housing Trust	\$1,620.00	
Miscellaneous Recordings	\$1,088.00	
Postage & Copy Work	\$478.75	
Miscellaneous		
Refunds & Overpaymentns	\$1,207.10	
TOTAL SALES		\$449,544.88
MISCELLANEOUS BANK TRANSACTIONS		
Transfer of Funds (earned prev yr)		
Cash Drawer Transactions		
NSF Checks Less Redeposits	\$177.26	
Interest Received on Bank Account	\$6.69	
Misc Income/Refunds/Bank Cr Memos		
Accounts Receivable Credit Memos	\$9,925.14	
TOTAL MISCELLANEOUS BANK TRANSACTIONS		\$10,109.09
Outstanding Accounts Receivables		(\$9,804.64)
TOTAL REVENUES GENERATED		\$449,849.33

OHIO COUNTY
FINANCIAL STATUS REPORT
CURRENT

Print Date: 10/5/2023 3:39 pm
Page 2 of 3

Receipt Start: 9/1/2023 Receipts End: 9/30/2023 Period: 9/1/2023 thru 9/30/2023 using expense date for Accounts 23G - 23G

EXPENDITURES	
MOTOR VEHICLE DEPARTMENT	
Motor Vehicle Licenses	\$35,046.04
Motor Vehicle Usage Tax	\$158,110.94
Motor Vehicle Ad Valorem Tax	\$160,345.26
MOTOR VEHICLE DEPARTMENT TOTALS	\$353,502.24
REAL ESTATE & PROPERTY TAXES	
Deed Transfer Taxes	\$7,013.85
Delinquent Taxes	\$18,349.85
TOTAL REAL ESTATE & PROPERTY TAXES	\$25,363.70
COUNTY STICKERS	\$15,572.64
Legal Process Taxes	\$1,806.17
Misc Licenses/Commissions	
Affordable Housing Trust Fund	\$5,112.00
Storage Fees to Fiscal Court	\$2,950.00
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	\$1,125.91
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	\$405,432.66

INTERLOCAL AGREEMENT REGARDING McMAHAN (MOSELEY) ROAD

THIS AGREEMENT made and entered into on the dates indicated here by the parties with an effective date of _____, 2023 by and between the County of Ohio, Kentucky and County of Daviess, Kentucky. Both counties validly exist under the constitution and statutes of law of the Commonwealth of Kentucky acting by and through their duly authorized Judge Executive.

WHEREAS, Daviess County, Kentucky, intends on repaving McMahan Road; and

WHEREAS, part of McMahan Road (Moseley Road in Ohio County) extends 690 feet past the Daviess County maintenance area and is owned and maintained by Ohio County, Kentucky; and

WHEREAS, Ohio County, Kentucky, does desire to asphalt their part of McMahan Road (Moseley Road) and is agreeable and desires to utilize the asphalt crew contracted by Daviess County, Kentucky, and have agreed to reimburse Daviess County for the cost of repaving their portion of McMahan Road (Moseley Road) the approximate cost estimate being \$8,000.00; and

WHEREAS, the governing bodies of both counties have determined it is in the best interests of the citizens and residents of the counties that both Ohio and Daviess enter into this agreement for the repaving of McMahan Road (Moseley Road).

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained the parties **AGREE** as follows;

1. Daviess County, Kentucky, shall obtain a contract for the repaving of McMahan Road (Moseley Road) that will include the portion of Moseley Road that is maintained by Ohio County, Kentucky;
2. Said contract shall be entered into only upon complying with the bidding requirements and advertising requirements of KRS 424.260, KRS 176.070 and KRS 45A.080;
3. Ohio County, Kentucky, agrees to reimburse Daviess County, Kentucky, the total cost of blacktopping Moseley Road beyond the area maintained by Daviess County a distance of 690 feet;
4. This agreement will inure to the benefit of and will be binding on the parties thereto and their respective successors and assigns, subject however to the limitations contained in this agreement;
5. This agreement shall constitute the entire agreement of the parties thereto and any prior agreement of the parties hereto relating to the repaving of McMahan Road (Moseley Road) rather written or oral is merged herein and shall be of no separate force and effect;

6. This agreement and the language contained herein have been arrived at by the mutual negotiations of the parties. Accordingly, no provision hereof can be construed against one party in favor of another merely by reason of draftsmanship.

IN WITNESS WHEREOF, the parties have executed this agreement by and through their duly authorized representatives.

This the _____ day of _____, 2023, which shall be effective as of the day and year.

OHIO COUNTY, KENTUCKY

DAVIESS COUNTY, KENTUCKY

By: David Johnston
David Johnston, Judge/Executive

By: _____
Charlie Castlen, Judge/Executive

Attest: Miranda Funk

2022 WRIGHT FRANCHISE SETTLEMENT

	STATE	COUNTY	SCHOOL	LIBRARY	HEALTH	EXTENSION	SOIL	Fire Acres
Real Estate								
Tangible								
Bank Shares/Deposits								
Franchise - Real Estate		25,029.35	177,351.27	31,037.51	14,328.19	27,161.27	373.78	
Franchise - Tangible		7,497.22	53,718.09	9,353.42	4,339.89	7,219.52	365.06	
Exonerated Increases (Real Estate)								
Exonerated Increases (Tangible)								
Penalties								
TOTAL CHARGES		32,526.57	231,069.36	40,390.93	18,668.08	34,380.79	738.84	
Exonerated Decreases (Real Estate)								
Exonerated Decreases (Tangible)								
Delinquents - 62A359 (Real Estate)								
Delinquents - 62A359 (Tangible)								
Delinquents - 62A362 (Real Estate)								
Delinquents - 62A362 (Tangible)								
Discounts		207.65	1,464.04	256.80	118.28	236.47		
TOTAL CREDITS		207.65	1,464.04	256.80	118.28	236.47		
CHARGES LESS CREDITS		32,318.92	229,605.32	40,134.13	18,549.80	34,144.32	738.84	
Less Commissions		1,373.56	5,166.13	1,705.70	788.37	1,451.13	31.41	
Amount Due To Taxing District		30,945.36	224,439.19	38,428.43	17,761.43	32,693.19	707.43	
Less Amount Previously Remitted		30,945.37	224,439.19	38,428.44	17,761.43	32,693.10	707.43	
Less Current & Prior Year Refunds								
AMOUNT DUE TO COMPLETE SETTLEMENT		(0.01)		(0.01)		0.09		

OHIO COUNTY SHERIFF
 Adam Wright
 Sheriff
 DATE 10-19-23

62A385
Commonwealth of Kentucky
REVENUE CABINET
10/19/2023

Summary of Charges

Year	Bill #	STATE	COUNTY	SCHOOL	LIBRARY	HEALTH	EXTENSION	SOIL	0	File Acres	Total
------	--------	-------	--------	--------	---------	--------	-----------	------	---	------------	-------

Charges

FEBRUARY		25,029.35	177,951.27	31,037.51	14,325.19	27,161.27	373.78				275,281.37
MARCH		7,462.22	53,718.09	9,353.42	4,339.89	7,219.52	365.06				82,493.20
TOTAL CHARGES		32,526.57	231,669.36	40,390.93	18,665.08	34,380.79	738.84				357,774.57
Mineral Charges											
Oil											
Gas											
LSG											
Clay											
Total Minerals											
Add/Suppl/Omit Charges											

Summary of Discount, Penalty and Amount Remitted

District	STATE	COUNTY	SCHOOL	LIBRARY	HEALTH	EXTENSION	SOIL	Fire Acres
Discount	-	-	-	-	-	-	-	-
Add/Suppl/Omit/Discount	-	-	-	-	-	-	-	-
Minerals Discounts	-	-	-	-	-	-	-	-
Franchise Discounts	-	207.65	1,464.04	256.80	118.28	236.47	-	-
TOTAL DISCOUNTS	-	207.65	1,464.04	256.80	118.28	236.47	-	-
Penalty	-	-	-	-	-	-	-	-
Add/Suppl/Omit/ Penalty	-	-	-	-	-	-	-	-
Minerals Penalty	-	-	-	-	-	-	-	-
Franchise Penalty	-	-	-	-	-	-	-	-
TOTAL PENALTY	-	-	-	-	-	-	-	-
Commission	-	-	-	-	-	-	-	-
Commission Minerals	-	-	-	-	-	-	-	-
Commission Franchise	-	1,373.56	5,166.13	1,705.70	788.37	1,451.13	31.41	-
Commission Add/Suppl/Omit	-	-	-	-	-	-	-	-
TOTAL COMMISSIONS	-	1,373.56	5,166.13	1,705.70	788.37	1,451.13	31.41	-
Amount Remitted	-	-	-	-	-	-	-	-
Minerals Remitted	-	-	-	-	-	-	-	-
Franchise Remitted	-	30,945.37	224,439.19	38,428.44	17,761.43	32,693.10	707.43	-
Add/Suppl/Omit/Remitted	-	-	-	-	-	-	-	-
TOTAL REMITTED	-	30,945.37	224,439.19	38,428.44	17,761.43	32,693.10	707.43	-
REFUNDS	-	-	-	-	-	-	-	-

MASTER - County Settlement (5)

Franchise Tax Collections Discount, Penalty and Amount Remitted

District	Discount	Penalty	Commission	Amount Remitted	May	FEBRUARY	MARCH												TOTAL
STATE																			-
COUNTY																			207.65
	Discount				120.44		87.21												-
	Penalty																		-
	Commission																		-
	Amount Remitted																		30,946.37
SCHOOL																			1,464.04
	Discount																		-
	Penalty																		-
	Commission																		-
	Amount Remitted																		5,166.13
LIBRARY																			224,439.19
	Discount																		-
	Penalty																		-
	Commission																		-
	Amount Remitted																		256.80
HEALTH																			115.29
	Discount																		-
	Penalty																		-
	Commission																		-
	Amount Remitted																		1,705.70
EXTENSION																			38,428.44
	Discount																		-
	Penalty																		-
	Commission																		-
	Amount Remitted																		786.37
SOIL																			17,761.43
	Discount																		-
	Penalty																		-
	Commission																		-
	Amount Remitted																		236.47
	Discount																		-
	Penalty																		-
	Commission																		-
	Amount Remitted																		1,451.13
	Discount																		-
	Penalty																		-
	Commission																		-
	Amount Remitted																		32,693.10
	Discount																		-
	Penalty																		-
	Commission																		-
	Amount Remitted																		31.41
	Discount																		-
	Penalty																		-
	Commission																		-
	Amount Remitted																		707.43

MASTER - County Settlement (S)

LF 11242001 REV. 10/09

Form For Budget, Cumulative Quarterly Report and Annual Settlement For Calendar Year 2023

OHIO County Sheriff

Part One - Summary and Reconciliation of All Accounts

Show & Describe All Accounts	Column 1	Column 2	Column 3	Column 4	Column 5
	2023 Fee Account Budget Estimate	2023 Fee Account Cumulative Actual	DRUG Account (NOT FEE ACCOUNT)	SHIZED Account (NOT FEE ACCOUNT)	Account (NOT FEE ACCOUNT)
1. Receipts YTD	\$703,340.00	\$399,856.08	\$1,305.17	\$32,111.57	
2. Total Disbursements YTD					
3. Book Balance/Excess Fees	\$703,340.00	\$399,856.08	\$1,305.17	\$32,111.57	
4. Bank Statement Balance					
5. Plus Deposits in Transit					
6. Less Outstanding Checks					
7. Other					
8. Reconciled Bank Balance					
9. Accounts Receivable as of 12/31					
10. Unpaid Obligations as of 12/31					
11. Excess Fees					

Instructions: This form is the required format for the budget and the quarterly report. BUDGET: After completing the budget estimate columns of Parts One, Two and Three, submit to the fiscal court for approval by January 15th and following approval submit to the state local funds office for the QUARTERLY REPORT. The quarterly report is cumulative. Show the status of all funds in the official's charge during calendar year to date in Part One. Line 1. Show total receipts on a cash basis for the year to date. Line 2. Show total disbursements on a cash basis for the year to date. Line 3. Show current year fee account in COLUMN 2 as calculated in Part Two of report. Line 4. Show total disbursements on a cash basis for the close of quarter. Line 5. Show total deposits made prior to close of quarter that are not reflected in bank statement(s). Line 6. Show total amount of checks issued prior to close of quarter that are not reflected in bank statement(s). Line 7. Show investments. Line 8. Show line 4 adjusted for lines 5, 6, and 7. Line 8 should equal line 3 for all accounts. Line 9. Complete for quarter ending 12/31. Show line 8 adjusted for lines 9 and 10. All debt to be shown in Part Four. Report due to: State Local Finance Officer, 100 Airport Road, Third Floor, Frankfort, KY 40601 by the 30th day following the close of each quarter. Fax # 502-227-8691 / PH # 502-392-5181

Approved by the fiscal court on the 21st day of August, 2023

James Johnston
County Judge/Executive Date

To the best of my knowledge the information reported herein for the budget/quarterly report is accurate and complete.
John Boyd
Signature of County Sheriff Date

UP 11.02.2023 NEW 10/27

Part Two Receipts	Budget Estimate	1/1 thru 3/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD	Accounts Receivable 12/31	Settlement Total
1. Federal Grants								
2. State Grants								
3. State - KLEPP								
4. Receipts YTD								
5. Finance and Administration Cab.								
6. Cabinet Human Resources								
7.								
8. Sheriff Security Services	\$216,840.00	\$47,989.32	\$26,214.12	\$38,543.27		\$112,746.71		
9. Fines/Fees Collected	\$8,000.00	\$2,353.16	\$1,640.88	\$1,755.36		\$5,749.40		
10. Prisoner Transports	\$50,000.00	\$9,813.57	\$17,873.24	\$5,207.41		\$32,194.22		
11.								
12. County Clerk (delinquent fees)	\$18,000.00	\$686.08	\$3,700.20	\$6,059.35		\$10,445.63		
13. Commissions on Taxes Collected	\$345,000.00	\$130,735.05	\$30,189.23	\$31,748.98		\$192,673.26		
14. Fees Collected for Services								
15. Auto Inspections	\$8,500.00	\$2,040.00	\$1,510.00	\$1,880.00		\$5,430.00		
16. Accident/Police Reports	\$1,300.00	\$115.00	\$180.00	\$110.00		\$405.00		
17. Serving Papers	\$50,000.00	\$9,812.80	\$11,091.30	\$12,853.71		\$34,157.81		
18. CCDW	\$5,000.00	\$1,820.00	\$2,400.00	\$1,700.00		\$5,920.00		
19.								
20. MISC.	\$600.00	\$50.00				\$50.00		
21. Interest Earned	\$100.00	\$42.86	\$20.85	\$20.54		\$84.05		
22. Total Revenues	\$703,340.00	\$205,457.64	\$94,219.82	\$99,978.62		\$399,656.08		
23. Petty Cash								
24. Borrowed Money								
25. State Advancement								
26. Bank Note								
27. Total Receipts (rows 22 through 26)	\$703,340.00	\$205,457.64	\$94,219.82	\$99,978.62		\$399,656.08		

Copy the figures shown on line 27 to the Budget Estimate column on the Summary on page 1, column 1, line 1. Copy the figures shown on line 27 to the Total YTD column on page 1, column 2, line 1. Copy the figures shown on line 27 to the Receipts column on page 1, line 3.

OHIO COUNTY, OHIO
From the Auditor's Compendium of Financial Information for the Year Ended June 30, 2023

Sheriff's Budget and Report

Part Two -- Fee Account Receipts

Page 2 of 5

OF FUNDING FROM 10/20

Part Three Disbursements	Budget Estimate	1/1 thru 3/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD	Unpaid Obligations 12/31	Settlement Total
Official Expenses								
1. Personal Services								
2. Sheriff's Gross Salary								
3. Deputies' Gross Salaries								
4. Part Time Gross Salaries								
5. Other Gross Salaries								
6. Overtime Gross								
7.								
8. Employee Benefits								
9. Employer's Share Social Security								
10. Employer's Share Retirement								
11. Employer's Share Haz. Duty Rel.								
12. Employer's Workman's Compensation								
13. Employer's Unemployment Ins.								
14. Employer Paid Health Ins.								
15. Training Fringe Benefit (118810)								
16. Contracted Services								
17. Advertising								
18. Vehicle maintenance and repairs								
19.								
20. Supplies and Materials (single items with limited quantity)								
21. Office Materials and supplies								
22. Uniforms								
23. Gasoline								
24.								
25.								
26. Other Charges (non-contract services, available items)								
27. Convention								
28. Dues								
29. Fee/charge								
30. Mileage on Personal Vehicles								
31. Vehicle Expense								
32. Bond								
33.								

LP 11/26/2009 REV. 6/09/2

Part Time Disbursements	Budget Estimate	1/1 thru 3/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD	Unpaid Obligations 12/31	Settlement Total
34. Auto Expenses on Personal Vehicles								
35. Gasoline								
36. Maintenance and repair								
37. Rec Insurance								
38. Depreciation								
39.								
40. Debt Service (interest, taxes, principal)								
41. State Advancement								
42. Notes								
43. Interest								
44.								
45. Capital Outlay (through purchase of tangible items having an useful life)								
46. Office Equipment								
47. Vehicles								
48.								
49.								
50. Total Official Expenses								
For offices that fee paid, pay fees to county prior to December 31, or counties over 70,000 in population, show payments on appropriate line below.								
51. Payments to County Treasurer		\$205,457.64	\$94,419.82			999,908.31		
52. Payments to State Treasurer								
53. Total Disbursements (total lines 50, 51, and 52)		\$205,457.64	\$94,419.82			\$999,908.31		

Copy the figures shown on line 53 in the Budget Detail column to the summary on page 1, column 1, line 2. Copy the figures shown on line 53 in the Total YTD column to page 1, column 2, line 2. Copy the figures shown on line 53 in the Unpaid column to page 1, column 3, line 2.

Category	1/1 thru 3/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD	Unpaid Obligations 12/31	Settlement Total
Part Time Disbursements							
Auto Expenses on Personal Vehicles							
Gasoline							
Maintenance and repair							
Rec Insurance							
Depreciation							
Debt Service							
State Advancement							
Notes							
Interest							
Capital Outlay							
Office Equipment							
Vehicles							
Total Official Expenses							
Payments to County Treasurer	\$205,457.64	\$94,419.82			999,908.31		
Payments to State Treasurer							
Total Disbursements	\$205,457.64	\$94,419.82			\$999,908.31		

Sheriff's Budget and Report

Part Three - For Account Disbursements

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Part Four - Liabilities Outstanding

Quarter ended _____

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

Comments:

COMMONWEALTH OF KENTUCKY
DEPARTMENT OF AGRICULTURE
Attachment A – Award Letter

You have been approved for a 2023 Spay-Neuter grant from the Kentucky Department of Agriculture, Animal Control Advisory Board.

The Animal Control Advisory Board was established to create and support statewide programs related to animal control and care in Kentucky counties. The Spay/Neuter Kentucky Program is responsible for the distribution of grant funds to governmental agencies for spay/neuter services

As you have submitted a grant application for funds to provide spay/neuter assistance to pet owners or caretakers who could not otherwise afford these procedures and will accept this grant for that purpose, the grant is subject to the terms and conditions set forth in the contract. Per KRS 258.119, Animal Control Advisory Board is to expend such funds.

The Total amount of the award is \$ 762 to be disbursed once the contracts are finalized.



Signature & Title

10-24-23
Date

David Johnston / Judge Executive
Print Name and title

Vendor: Ohio County Fiscal Court
Vendor # KY0035650

Vendor Address:

130 East Washington Street, Suite 209 Hartford, KY 42347

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COMMONWEALTH OF KENTUCKY
DEPARTMENT OF AGRICULTURE
AND
Various Government Entities
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Kentucky Department of Agriculture (“the Commonwealth”), and **Various Government Entities** (“the Contractor”) to establish an agreement for the support of spay/neuter pet procedures. The initial MOA is effective from October 15, 2023, through June 30, 2024.

Scope of Services:

Whereas, the Animal Control Advisory Board was established to create and support statewide programs related to animal control and care in Kentucky counties; and

Whereas, the Animal Control and Care Fund was created to provide funds for statewide animal control and care programs; and

Whereas, the Animal Control Advisory Board developed a Spay/Neuter Kentucky Program for distribution of grant funds to governmental agencies for dispersal of funds for spay/neuter services; and

Whereas, the Contractor has submitted a grant application for funds to provide spay/neuter assistance to pet owners or caretakers who could not otherwise afford these procedures and will accept this grant for that purpose, said grant being subject to the terms and conditions set forth herein; and

Whereas, KRS 258.119 authorizes the Animal Control Advisory Board to expend such funds.

Pricing:

1. The Commonwealth shall provide a grant to Various Government Entities as agreed upon in Attachment A – Award Sheet. The grant is to assist these entities in providing spay/neuter assistance to pet owners or caretakers who could not otherwise afford these procedures.

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2. The Contractor agrees to receive the funds described herein and to expend such funds to provide spay/neuter assistance to pet owners or caretakers who could not otherwise afford these procedures.

3. The Contractor shall provide to the Commonwealth a final expenditure report, on the prescribed form, with a full accounting of expenditures relating to this grant within (30) days from the last expenditure or the end of the term of this grant; whichever comes first. Any and all unused funds shall be returned to the Commonwealth within this same time period. Failure to timely submit the report on the prescribed report form shall be considered a breach of this Agreement and may result in a demand for reimbursement of all grant funds to the Commonwealth. The report shall be mailed or delivered to: Kentucky Department of Agriculture, 107 Corporate Drive, Frankfort, Kentucky 40601, Attn: Michael Grant.

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**Memorandum of Agreement Standard Terms and Conditions
Revised January 2023**

1.00 Effective Date

All Memorandum of Agreements are not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the agreement and until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

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

2.00 EEO Requirements

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

3.00 Cancellation Clause

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

4.00 Funding Out Provision

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

5.00 Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional

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service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

6.00 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

7.00 Violation of tax and employment laws

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work

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under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract.

The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

8.00 Discrimination

This section applies only to agreements disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this agreement, the Contractor agrees as follows:

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

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will, state that all qualified applicants will receive consideration

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

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

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

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

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

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency,

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the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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This agreement is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this agreement and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

Kentucky Department of Agriculture

Ryan F. Quarles, Commissioner DATE



Awarded Government Entity - Print DATE 10-24-23

Judge Executive - Ohio County

David Johnston
Signature

Examined:

Nicole Liberto, Legal Counsel DATE

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