

Ohio County Fiscal Court
February 27, 2024 5:00 PM
Ohio County Community Center
Hartford, KY

Attendance Taken at 5:00 PM:

Present Board Members:

Bo Bennett
David Johnston
Larry Morpew
Michael McKenney
Jason Bullock

Absent Board Members:

Kenneth Calloway

I. Call to Order Judge Executive David Johnston

I.A. Prayer and Pledge to American Flag

II. Approve February 13, 2024 Minutes

Motion Passed: Approved the February 13, 2024 Minutes passed with a motion by Larry Morpew and a second by Bo Bennett.

5 Yeas - 0 Nays.

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

III. Bills, Claims, Payments and Transfers

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

5 Yeas - 0 Nays.

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

IV. Fire/Rescue Services and Related Mutual Aid Agreement

Motion Passed: Approved to authorize the Judge Executive to sign the Fire/Rescue and related special operations mutual aid assistance agreement for Ohio County Fiscal Court passed with a motion by Jason Bullock and a second by Larry Morpew.

5 Yeas - 0 Nays.

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

V. Federal Field Services Agreement

Motion Passed: Approved the Federal Field Services Outdoor warning siren annual preventative maintenance inspection agreement. Authorize the Judge Executive to sign one year agreement with annual program cost to be \$5,850.00 passed with a motion by Larry Morpew and a second by Michael McKenney.

5 Yeas - 0 Nays.

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

VI. MOU Building Air

Motion Passed: Approved the AOC pre-approval letter for the Community Center HVAC costs in the amount of \$772,600.00 with AOC paying 49.90% with the County funds totaling \$448,687.45. Authorize the Judge Executive to sign all corresponding documentation passed with a motion by Bo Bennett and a second by Jason Bullock.

5 Yeas - 0 Nays.

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

VII. Closed Session Under KRS 61.810 Chapter 1

Motion Passed: Approved to enter into closed session under KRS 61.810 Chapter 1 Section C passed with a motion by Larry Morpew and a second by Bo Bennett.

5 Yeas - 0 Nays.

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

VII.A. Return from Closed Session Under KRS 61.810

Motion Passed: Approved to return from closed session under KRS 61.810 Chapter 1 Section C with no motions having been made passed with a motion by Larry Morpew and a second by Bo Bennett.

5 Yeas - 0 Nays.

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

VIII. Chiggerville Waterline Proposal

Motion Passed: Approved to propose a plan to the Ohio County Water Board for the Chiggerville Waterline Project at \$13,000.00 for annual water maintenance from the water landfill line fund with the review and approval of the Water Board with a returned correspondence passed with a motion by Jason Bullock and a second by Bo Bennett.

5 Yeas - 0 Nays.

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

IX. Golf Course Personnel

Motion Passed: Approved Golf Course Personnel new hire of Emily Goff as Seasonal Pro Shop Attendant at \$13.53 per hour effective March 3, 2024 passed with a motion by David Johnston.

5 Yeas - 0 Nays.

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

X. Golf Course Personnel

Motion Passed: Approved Golf Course Personnel new hire of Kara Calloway as Seasonal Pro Shop Attendant at \$13.53 per hour effective March 3, 2024 passed with a motion by David Johnston.

5 Yeas - 0 Nays.

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

XI. Greens Mower

Motion Passed: Approved to purchase a greens mower from Beard Equipment Co. for a John Deere 2500B RGM Diesel set up on a four year payment plan at \$6,516.00 per year totaling \$26,064.00. Authorize County Treasurer to issue check(s)/payment passed with a motion by Jason Bullock and a second by Bo Bennett.

5 Yeas - 0 Nays.

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

XII. Committee Reports

XII.A. Wage Scale Committee

Discussion:

The Fiscal Court Members were presented with suggested changes to the Wage Scale for review.

XII.B. Housing Shortage Task Force Committee

Motion Passed: Approved the Housing Shortage Task Force Committee members being: Jeff Fuqua, Mike Aldridge, Stacia Cole, Sandy Robinson, Christina Carpenter, Kirk Ball passed with a motion by David Johnston.

5 Yeas - 0 Nays.

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

XIII. Magistrate's Comments and Requests

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

XIV. Citizen's Comments


Discussion:

Citizen Andy Quisenberry addressed the Fiscal Court concerning HB 33 and SB 47 concerning two-man crews on railway and autonomous driving. Asking for local and community support from the Fiscal Court.

XV. 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 |
| Ohio County Fiscal Court Meeting February 27, 2024 5:00pm <ol style="list-style-type: none">1. Call to Order Prayer and Pledge2. Approve February 13, 2024 Minutes3. Bills, Claims, Payments and Transfers4. EMA – Charlie Shields5. MOA Building Air6. Closed Session Under KRS 61.810 Chapter 1 Section C7. Personnel8. Committee Reports9. Magistrates Comments and Requests10. Citizens Comments11. Adjournment | | | | | |

federal

FIELD SERVICES

12592 County Road L Wauseon, OH 43567 419.335.1800

Outdoor Warning Siren Annual Preventative Maintenance Inspection Agreement

The Agreement:

The following Annual Preventative Maintenance Inspection Agreement between Federal Field Services, L.L.C. (FFS) and Ohio Co KY (hereafter known as customer) covers one annual preventative maintenance inspection (repairs not included). The cost is \$450.00 per site per year. At the time of inspection, the customer will receive notification about any problems encountered and any repairs that may be required. An estimate will be given before any repairs are completed. Either party may cancel this agreement within 30 days of its annual renewal date.

The following work is included under this agreement:

1. One annual inspection of each siren location using a bucket truck.
2. Complete inspection and testing of each remote siren site to include the following (when applicable):
 - Grounding system(s) and junctions
 - AC Service, Disconnect, Fuses and Breakers
 - Cabinets
 - Utility Pole (Condition and Level)
 - Conduits and weather seals
 - Electrical connections and junctions
 - High Current Relay(s)/Contactor(s)
 - AC Surge Protection
 - Bearing Condition
 - Belts, Gears and Clutch Tension
 - Housings and Coated Surfaces
 - Motors and Collector Bushings
 - RF Controller and Radio Communications Integrity Test
 - Antenna System
 - Battery Load Test and Cleaning
 - DC Charger Regulator Settings and Limiting Circuit(s)
 - PWM Amplifier Module(s)
 - Main Controller Board
 - Network Communication Integrity
 - Speaker Housing and Drivers

- Corrosion Vapor Capsule
 - Desiccant Pack
3. Forward a completed copy of each site inspection form for customers' records.
 4. All labor, material, equipment use and expenses required to complete the work.
 5. Any repairs needed, which are discovered during the preventative maintenance inspection process that take less than fifteen (15) minutes and require less than ten dollars (\$10.00) worth of parts, will be completed at the time we are on site at no additional charge. Repairs that exceed these parameters are not covered under this agreement; an estimate to complete any additional repairs will be submitted for your approval prior to completing the work.
 6. Effective dates for this agreement are: Jan 2024 - Dec 2024
 7. After second consecutive year, customers that sign a yearly agreement will receive a 10% discount on all parts required during the effective period.

Our records indicate that you have:

(13) Electromechanical Sirens

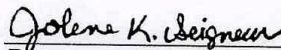
() Electronic Sirens


() Control Points

The annual cost for this program will be \$5850.00.

Terms: Net due upon receipt of invoice.

This agreement will be sent each year for approval prior to any work being done.


Representative of Federal Field Services


Representative of Customer

This Agreement Signed 02, 28 2024

**FIRE/RESCUE SERVICES AND RELATED SPECIAL OPERATIONS
MUTUAL AID ASSISTANCE AGREEMENT**

This AGREEMENT is made and entered among: EWB on the 27 day of 2024. The twenty-four (24) counties of the Kentucky Emergency Management Areas 1 & 2 (KYEM Area 1 & 2) enter into this agreement through their local Emergency Management agency to provide mutual aid and assistance to other participating Counties as outlined in this agreement.

WHEREAS, The Counties of KYEM Area 1 & 2 (Participants) are geographically contiguous and vulnerable to a variety of emergencies and disasters; and

WHEREAS, the participating Counties recognize the importance for each local entity to respond in a coordinated and efficient manner to restore the public safety, health, and welfare of a community stricken by an emergency or disaster regardless of the County or community affected; and

WHEREAS, Kentucky Revised Statutes (KRS) authorized Kentucky political subdivisions to enter into mutual aid agreements to provide for the coordination of, communications for, training for, response to and standby for planned events and emergency responses within the Commonwealth of Kentucky; and

WHEREAS, the participating Counties chose to enter into this agreement to provide mutual aid and assistance to other Counties during an emergency or other disaster.

NOW, THEREFORE, ALL PARTIES AGREE AS FOLLOWS:

SECTION I. DEFINITIONS

1. Agreement means this mutual aid agreement.
2. Aid and Assistance means personnel, equipment, facilities, services, supplies, and other resources.
3. Authorized Representative means the employee of a party, who has been authorized in writing by that party, to request, to offer, or to otherwise provide aid and assistance under the terms of this agreement.
4. Disaster means any incident or situation declared as such by executive order of the Governor of Kentucky or the President of the United States pursuant to federal law, as a result of the occurrence or imminent threat of widespread or severe damage, injury or loss of life or property, resulting from any natural, technological, or manmade emergency, including incidents caused by accident or acts of terrorism.
5. Emergency means any incident or situation which poses a major threat to public safety so as to cause, or threaten to cause, loss of life, serious injury, significant damage to property, or major harm to public health or the environment and which local emergency response agency determines is beyond its capabilities.
6. Local Emergency Declaration means the written document signed by the chief executive officer of a local entity that specifies and attests that a disaster or emergency has occurred and the resulting emergency situation is beyond the capability of the local entity to manage using all local resources within its geographical limits.

7. Local Emergency Management Agency, as that term applies within the state of Kentucky, means the organizational unit of a city or county created pursuant to KRS Chapter 39B, with primary jurisdiction, and authority for all emergency management program activities within the geographical boundaries of the County.
8. Local Entity, as the term is used within the Commonwealth of Kentucky means a county, urban-county, charter-county, city, or other general or special purpose unit of government created pursuant to the KRS with the express power and authority to enter into and execute a contract.
9. Party means a local entity which officially approved and adopted this agreement by resolution of its governing body. The term may also include a private organization such as an Emergency Medical Service Organization that may enter into the agreement to provide or receive mutual aid. Such a private entity must be incorporated or otherwise possess the power and authority to enter into and execute a contract.
10. Provider means a party that furnishes, or is requested to furnish aid and assistance to a recipient pursuant to this agreement.
11. Recipient means a party that requests or receives aid and assistance from a provider pursuant to this agreement.
12. Emergency Responder means a person required to possess a license, certificate, permit, or other official recognition for the person's expertise in a particular field or area of knowledge; and whose assistance is desirable during an emergency, disaster, or advanced preparations for any of the above. The term includes, but is not limited to the following:
 - A. Firefighters, hazardous materials (Haz Mat) personnel, specialized rescue personnel, extrication personnel, water rescue and recovery personnel, Search and Rescue teams, and other specialized personnel; and
 - B. Emergency Medical Services Personnel including Emergency Medical Technicians (EMTs), Paramedics, First Responders, Nurses, and Doctors; and
 - C. Law Enforcement Personnel whose response to emergency situations would lessen the strain on local or overwhelmed law enforcement agencies and;
 - D. Emergency Management Agency officers from the state, local or federal level.

SECTION II. INITIAL RECOGNITION OF PRINCIPLES BY ALL PARTIES; AGREEMENT PROVIDES NO RIGHT OF ACTION FOR THIRD PARTIES

This agreement shall constitute a reciprocal agreement and contractual obligation of each participant. A participant may request another participant to provide assistance or mutual aid according to this agreement. Each participant understands that each County shall consider its own citizens as its foremost responsibility. The provisions of this agreement shall not impose an unconditional obligation on any party to this agreement to provide aid and assistance pursuant to a request from another participant. Accordingly, any participant may in good faith determine it cannot provide assistance if the resources requested are necessary to provide reasonable and adequate protection for its own citizens. A participant unable to honor a request shall inform the requesting participant within a reasonable time after the request.

Given the finite resources of all participants and the potential that a participant may lack the ability to respond with aid and assistance to request participants should enlist other local entities to enter into other mutual aid and assistance agreements. Participants recognize the public purpose necessary to enter this and similar agreements and shall use all reasonable efforts to cooperate when other participants request mutual aid agreement.

The functions and activities participants perform when responding and complying with this agreement are acknowledged and declared governmental functions. Functions and activities performed under this agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this agreement shall not be construed as or deemed an agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this agreement. All immunities provided by Kentucky law shall apply to participants and their employees, agents and assigns engaging in activities contemplated under this agreement.

SECTION III. PROCEDURES FOR REQUESTING AID AND ASSISTANCE

Participants requesting mutual aid and assistance under this agreement shall first certify to the participant provider that the recipient lacks the requested resources or the requested resources are not available or are insufficient within the requesting participant's disaster or emergency-stricken area. A recipient may request mutual aid and assistance by communicating request to a provider, indicating the request is made pursuant to this mutual aid agreement. All requests for mutual aid and assistance shall be transmitted by a recipient's authorized representative or local emergency management agency to a proposed provider participant's authorized representative.

- A) **REQUESTING MUTUAL AID AND ASSISTANCE:** A recipient shall initiate a request by:
 - 1) Directly contacting the Local Emergency Management Agency that serves the recipient's geographical area of operation and provide the information referenced in paragraph B of Section III. The local emergency management agency shall contact the provider participant(s) on behalf of a recipient to coordinate providing the requested mutual aid and assistance.
 - 2) Directly contacting a provider participant's authorized representative, requesting information referenced in paragraph B of Section III. A provider and a recipient using this option shall notify their respective local emergency management agency of their negotiations.

- B) **REQUIRED INFORMATION:** Each participant's written request for aid and assistance shall include the following information:
 - 1) **AID AND ASSISTANCE:** The amount and type of personnel, equipment, materials and supplies needed and a reasonable estimate of the length of time they will be needed.
 - 2) **PROVIDER'S TRAVELING EMPLOYEE NEEDS:** Unless otherwise specified, a recipient shall provide a provider's travel expenses, food, water, and restroom facilities. Further, if provider's personnel require an overnight stay recipient shall provide housing at a recipients' expense.

- 3) MEETING TIME AND PLACE: Recipient shall notify provider of its estimated time required; a specific place to meet the provider's personnel to review and assess provider's available resources.
- C) STATE AND FEDERAL ASSISTANCE: Recipient shall coordinate all requests for state or federal assistance with the local emergency management agency.
- D) LIST OF AUTHORIZED REPRESENTATIVES: Participants to this agreement shall attach their authorized representative's name and contact information. Participants shall notify other participants to this agreement if their authorized representative changes during the term of the agreement.

SECTION IV. PROVIDER'S ASSESSMENT OF ABILITY TO RENDER ASSISTANCE

When contacted by a recipient or a local emergency management agency regarding a request for aid and assistance, a provider's authorized representative shall assess the provider's availability of personnel, equipment, and other resources. If a provider's authorized representative determines resources are available, the authorized representative shall notify the recipient or the local emergency management agency. A provider shall submit a written acknowledgment of a request for aid and assistance received from a recipient or a local emergency management agency. The written acknowledgement must indicate the provider's decision to render aid or to reject the request. Proposed providers shall respond to the request for assistance in the most efficient and practical means to a recipient. A provider's acknowledgement shall contain the following information:

- A) A description of the personnel, equipment, and other resources provider deems available;
- B) The projected length of time such personnel, equipment and other resources will remain available to serve recipient
- C) Provider's estimated time of arrival at the location designated by recipient's authorized representative; and
- D) The name of the person(s) designated as the provider's supervisory personnel.

When a provider submits a written acknowledgment of assistance to a local emergency management agency, the local emergency management agency shall notify a recipient's authorized representative and send the information to the proposed recipient. A recipient or local emergency management agency shall respond to a provider's written acknowledgment by executing and returning a copy of the request form to a provider by the most efficient practical means and maintain a copy on file.

*******In instances of urgency, all requests and acknowledgements
can be made via phone or radio communications*******

SECTION V. SUPERVISION AND CONTROL

A provider shall designate supervisory personnel among its employees sent to render aid and assistance to a recipient. As soon as practical, a recipient shall assign work tasks to a provider's supervisory personnel and, unless specifically instructed otherwise, a recipient shall coordinate communications between a provider's supervisory personnel and a recipient. A recipient shall provide necessary credentials to a provider's personnel authorizing them to operate on behalf of a recipient.

Based upon assignments designated by a recipient, a provider's supervisory personnel shall:

- A) Assign work and establish work schedules for a provider's personnel.
- B) Supervise and control provider's personnel, equipment, and other resources which shall, at all times, remain with the provider's supervisory personnel.
- C) Furnish communications equipment sufficient to maintain communications among its respective operating or notify a recipient accordingly. Recipient and provider understand that recipient may need to provide radio frequencies to a provider while a provider assists a recipient.
- D) Maintain daily personnel time records, material records and a log of equipment hours; and
- E) Report work progress to a recipient at mutually agreed intervals.

SECTION VI. LENGTH OF ASSISTANCE; REVIEWABILITY; RECALL

The duration of a provider's assistance shall continue for the period agreed upon by the authorized representatives of a provider and recipient.

As noted in Section II of this agreement, a provider's personnel, equipment and other resources shall remain subject to recall by a provider to provide for its own citizens if circumstances warrant.

SECTION VII. REIMBURSEMENTS

Except as otherwise provided below, parties understand that the authority having jurisdiction remains responsible for paying the provider reasonable and documented expenses incurred by the provider extending assistance. Unless recipient and provide agree otherwise, in writing, reimbursement of provider for any assistance provided under this agreement shall conform to the following provisions:

- A) **RECORD KEEPING:** Recipient or its representative shall provide information, directions and assistance for record keeping to the provider's personnel. A provider shall maintain records and submit invoices for the reimbursement by a recipient in accordance with the procedures and format used or required by FEMA publications, including 44 C.F.R. Part 13 and applicable office management and budget circulars.
- B) **PAYMENT:** Provider shall send its reimbursement costs and expenses with an itemized notice as soon as practical after the costs and expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 C.F.R. Part 206. A recipient shall pay provider's costs and expenses within

sixty (60) days following the billing date. Provider and recipient may modify the reimbursement payments only in a writing signed by provider and recipient.

SECTION VIII. RIGHTS AND PRIVILEGES OF PROVIDER'S EMPLOYEES

In accordance with KRS 39B .080, when a provider's responders rendering aid and assistance pursuant to this agreement, such responders shall retain the same powers, duties, immunities and privileges extended to them if performing their duties within provider's primary response area.

SECTION IX. PROVIDER'S RESPONDERS BY PROVIDER'S COMPENSATION POLICY AND BENEFITS

All emergency responders remain employees and agents of their respective employers and jurisdictions. This mutual aid agreement does not create an employment relationship between jurisdictions. In accordance with KRS 39B.045 pension, disability, death benefits, and worker's compensation of emergency responders rendering aid under this agreement are extended outside their respective jurisdictions.

SECTION X. INITIAL DURATION OF THIS AGREEMENT; RENEWAL AND TERMINATION

This agreement shall remain in effect one year from the date signed by all parties. Termination by any party requires sixty (60) days' written notice to other participants. Otherwise this agreement shall bind the parties continuously and shall renew annually. A termination of this agreement does not nullify an entity's financial reimbursement obligations. This agreement becomes effective after signing and approval from local governing bodies.

AREA 1

Approved this ____ day of _____, 20____
Ballard County Judge Executive Signature: _____

Approved this ____ day of _____, 20____
Caldwell County Judge Executive Signature: _____

Approved this ____ day of _____, 20____
Calloway County Judge Executive Signature: _____

Approved this ____ day of _____, 20____
Carlisle County Judge Executive Signature: _____

Approved this ____ day of _____, 20____
Fulton County Judge Executive Signature: _____

Approved this ____ day of _____, 20____
Graves County Judge Executive Signature: _____

Approved this ____ day of _____, 20____
Hickman County Judge Executive Signature: _____

Approved this ____ day of _____, 20____
Livingston County Judge Executive Signature: _____

Lyon County Judge Executive Signature: _____

Approved this _____ day of _____, 20____

Marshall County Judge Executive Signature: _____

Approved this _____ day of _____, 20____

McCracken County Judge Executive Signature: _____

Approved this _____ day of _____, 20____

Trigg County Judge Executive Signature: _____

AREA 2

Approved this _____ day of _____, 20____

Christian County Judge Executive Signature: _____

Approved this _____ day of _____, 20____

Crittenden County Judge Executive Signature: _____

Approved this _____ day of _____, 20____

Daviess County Judge Executive Signature: _____

Approved this _____ day of _____, 20____

Hancock County Judge Executive Signature: _____

Approved this _____ day of _____, 20____

Henderson County Judge Executive Signature: _____

Approved this _____ day of _____, 20____

Hopkins County Judge Executive Signature: _____

Approved this _____ day of _____, 20____

McLean County Judge Executive Signature: _____

Approved this _____ day of _____, 20____

Muhlenberg County Judge Executive Signature: _____

Approved this 27th day of Feb, 20 24

Ohio County Judge Executive Signature: Jan Johnston

Approved this _____ day of _____, 20____

Todd County Judge Executive Signature: _____

Approved this _____ day of _____, 20____

Union County Judge Executive Signature: _____

Approved this _____ day of _____, 20____

Webster County Judge Executive Signature: _____

| | | |
|---|--|---|
| <p>AOC-FAC-46 Page 1 of 2 Rev. 7-21</p> <p>Commonwealth of Kentucky Court of Justice www.kycourts.gov</p> <p>AOC Policies for the Operation & Maintenance of Court Facilities</p> |  NONRECURRING MOU PROJECT PRE-APPROVAL LETTER | <p>COURT FACILITIES USE ONLY</p> <p>PROJECT NAME: <u>Replace HVAC</u></p> <p>ASSIGNED FC: <u>Sandra Starks</u></p> <p>NR REQUEST #: <u>MOU-24-892.1-04</u></p> <p>OCCUPANCY %: <u>49.90%</u></p> |
|---|--|---|

February 23, 2024

Honorable David Johnston
Ohio County Judge-Executive
130 East Washington St.
Suite 209
Hartford, KY 42347
Email: ocjudge@ohiocountyky.gov

RE: Nonrecurring Project No. MOU-24-892.1-04: Replace HVAC

Dear Judge-Executive Johnston,

Our records indicate that the following request has been made and cost estimates received to replace the HVAC at the Community Center.

| Project Description | Estimated Cost | Contingency Amount | % AOC Occupancy | Estimated County Cost | Estimated AOC Cost Not to Exceed | Estimated Completion Date |
|---------------------|----------------|--------------------|-----------------|-----------------------|----------------------------------|---------------------------|
| Replace HVAC | \$772,600.00 | \$115,890.00 | 49.90% | \$448,687.45 | \$439,802.55 | 5/31/2024 |

This Project has been pre-approved by the AOC Department of Court Facilities and forwarded onto the AOC Department of Procurement to draft a Memorandum of Understanding (MOU) between the AOC and the Ohio County Fiscal Court. Once the MOU has been signed by all parties and executed, the above-mentioned project will be approved and may be completed.

Local units of government are required to make claims with applicable insurers before approval to proceed with AOC funding is granted. If you have a pending insurance claim related to this Project, the initial approved estimated AOC Cost is \$0.00. Please contact the AOC if the insurance claim is denied or does not cover the estimated cost of the Project. In that event, the AOC will issue a revised approval letter with an estimated AOC cost reflecting the AOC's pro rata share of estimated costs that were not covered by insurance.

This project will need to be completed no later than June 30, 2024, to ensure the availability of funds. Projects completed past this date may not be reimbursed by the AOC. **Please notify the AOC if you anticipate that the project will not be completed by this date so a revised approval letter can be issued. If a revised approval letter is not issued, costs incurred after this date may be denied.**

Please notify the AOC if you become aware that the actual cost of the project will exceed more than 5% of the estimated cost. If a revised approval letter is not issued, all costs totaling more than 5% of the estimated cost will be denied. Please complete and return the Acknowledgement and Agreement on page 2 to FacilitiesRequest@kycourts.net. Reimbursement will not be made until the Acknowledgement and Agreement is received.

AOC-FAC-46
Rev. 7-21
Page 2 of 2

To receive reimbursement, a copy of the invoice and a front/back copy of the cancelled check must be sent to FacilitiesRequest@kycourts.net within **90 days** after conclusion of the Project. **Projects submitted for reimbursement more than 90 days after the completion date may not be reimbursed.**

Sandra Starks has been assigned to coordinate this project on behalf of the AOC. If you have any questions throughout this process, please contact Sandra at sandrastarks@kycourts.net or 502-573-2350.

Sincerely,

Sonya Conway

Sonya Conway
Division of Real Property Manager
AOC Department of Court Facilities

ACKNOWLEDGEMENT AND AGREEMENT

(To be completed by County Judge-Executive)

By signing below, I hereby agree to proceed with the project as approved by the AOC above. I understand and agree to provide the AOC Office of Audits access to any books, papers, documents, records, or other evidence which are directly pertinent to this Project.

ACCEPT REJECT

David Johnston

Honorable David Johnston
Ohio County Judge-Executive

Feb 27, 2024
Date

cc: Sandra Starks, Facilities Coordinator



Administrative Office of the Courts

Laurance B. VanMeter
Chief Justice of Kentucky

1001 Vandalay Drive
Frankfort, Kentucky 40601

Katie C. Comstock
Director

WORK ORDER REQUEST

| | |
|--|-----------------------------------|
| Date of Request: <u>11 17 2023</u> | County: <u>OHIO</u> |
| Requested by: <u>David Johnston</u> | Title: <u>JUDGE EXECUTIVE</u> |
| Email: <u>ocjudge@ohiocountyky.gov</u> | Phone: <u>270 298 4493</u> |
| Facility Name: <u>Ohio County Community Center</u> | Address: <u>Hartford KY 42347</u> |
| Location of Repair/Renovation: <u>Ohio County Community Center</u> | |
| Local contact who will be coordinating repair/renovation: <u>David Johnston / Jerry Bailey</u> | |
| Email: <u>treasurer@ohiocountyky.gov</u> | Phone: <u>270 298 4493</u> |

Type of Request: Emergency Non-Emergency

Description of Repair/Renovation Request:

This past summer the HVAC main unit was down at the Community Center for 3 days in which the AOC is located. This HVAC unit is more than 40 years old. A committee was formed to make a recommendation concerning the HVAC unit. After gathering information and cost analysis it was determined that the old system of boilers, circulating pumps and cooling tower be removed and replaced with a more efficient system. To note parts are no longer available for the old system. A quote has been obtained. The OCFC does acknowledge that formal bidding must be put in place. The OCFC is requesting your financial commitment to this project as we proceed forward.

Is there a current preventative maintenance contract for items affected by this request? Yes ___ No ___
If yes, include name of service provider: _____ Phone: _____

Provide copy of signed contract with quote.

List in order of service provider preference, three (3) quotes, with itemized parts and labor, obtained for this request. Submit all quotes and this form to the AOC Department of Facilities to:

sandrastarks@kycourts.net

| | Name | Total Amount of Quote |
|----|------------------------------------|------------------------------|
| 1. | Complete Comfort Heating & Cooling | \$772,600.00 |
| 2. | | |
| 3. | | |

If preferred service provider is not the lowest quote, provide an explanation for selecting this provider.

Anticipated Start: Click or tap to enter a date. Projected Completion: Click or tap to enter a date.

| FACILITY USE ONLY | | | |
|---|---|--|--|
| <input type="checkbox"/> Approved for AOC Reimbursement | <input type="checkbox"/> Denied for AOC Reimbursement | <input type="checkbox"/> CFF | |
| <input checked="" type="checkbox"/> Non-Recurring Expense | Project # _____ | <input type="checkbox"/> Regular Operating Expense | |



MOU to be drafted for this project
2/22/2024