

Ohio County Fiscal Court
January 28, 2025 5:00 PM
Ohio County Community Center
Hartford, KY

Attendance

Taken at 5:00 PM:

Present Board Members:

Dale Beavin
Larry Morpew
Michael McKenney
Jason Bullock
Bo Bennett
David Johnston

I. Call to Order Judge Executive David Johnston

I.A. Prayer and Pledge to American Flag

II. Approve January 14, 2025 Minutes

Motion Passed: Approved the January 14, 2025 Minutes passed with a motion by Bo Bennett and a second by Michael McKenney.

6 Yeas - 0 Nays.

Dale Beavin	Yes
Larry Morpew	Yes
Michael McKenney	Yes
Jason Bullock	Yes
Bo Bennett	Yes
David Johnston	Yes

III. Bills, Claims, Payments and Transfers

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

5 Yeas - 1 Nays.

Dale Beavin	Yes
Larry Morpew	No
Michael McKenney	Yes
Jason Bullock	Yes
Bo Bennett	Yes
David Johnston	Yes

IV. Ohio County Hospital - Tony Ward

Motion Passed: Authorized the Judge to sign all corresponding documentation for the bonding of Phase 2 of the Ohio County Hospital expansion passed with a motion by Larry Morpew and a second by Bo Bennett.

6 Yeas - 0 Nays.

Dale Beavin	Yes
Larry Morpew	Yes
Michael McKenney	Yes
Jason Bullock	Yes
Bo Bennett	Yes
David Johnston	Yes

V. Resolution 2025-10 HB6 Coal Severance Funds

Motion Passed: Approved Resolution 2025-10 HB6 Coal Severance Funds list

(Sheriff Vehicle/Equipment \$69,000.00, PVA Flyover \$24,904.00, Park Construction/Materials \$35,000.00) see attachments, passed with a motion by Michael McKenney and a second by Jason Bullock.

6 Yeas - 0

Nays.

Dale Beavin	Yes
Larry Morpew	Yes
Michael McKenney	Yes
Jason Bullock	Yes
Bo Bennett	Yes
David Johnston	Yes

VI. Participation Form Kroger Opioid Settlement

Motion Passed: Approved to authorize the Judge Executive to sign the Kroger Opioid Settlement participation form for Ohio County Fiscal Court passed with a motion by Bo Bennett and a second by Jason Bullock.

6 Yeas - 0 Nays.

Dale Beavin	Yes
Larry Morpew	Yes
Michael McKenney	Yes
Jason Bullock	Yes
Bo Bennett	Yes
David Johnston	Yes

VII. Building Inspector

Motion Passed: Approved for Troy Mills to be the Ohio County Building Inspector passed with a motion by David Johnston.

6 Yeas - 0 Nays.

Dale Beavin	Yes
Larry Morpew	Yes
Michael McKenney	Yes
Jason Bullock	Yes
Bo Bennett	Yes
David Johnston	Yes

VIII. Closed Session Under KRS 61.810 Chapter 1 Section F

Motion Passed: Approved to enter into Closed Session Under KRS 61.810 Chapter 1 Section F passed with a motion by Larry Morpew and a second by Michael McKenney.

6 Yeas - 0 Nays.

Dale Beavin	Yes
Larry Morpew	Yes
Michael McKenney	Yes
Jason Bullock	Yes
Bo Bennett	Yes
David Johnston	Yes

VIII.A. Return from Closed Session

Motion Passed: Approved to return from closed session passed with a motion by Larry Morpew and a second by Bo Bennett.

6 Yeas - 0 Nays.

Dale Beavin	Yes
Larry Morpew	Yes

Michael McKenney	Yes
Jason Bullock	Yes
Bo Bennett	Yes
David Johnston	Yes

IX. Committee Reports

X. Magistrate's Comments and Requests

- X.A. District 1 - Magistrate Michael McKenney
- X.B. District 2 - Magistrate Jason Bullock
- X.C. District 3 - Magistrate Bo Bennett
- X.D. District 4 - Magistrate Dale Beavin
- X.E. District 5 - Magistrate Larry Morpew

Discussion:

Fifth District Magistrate, Larry Morpew, expressed his disapproval in the actions of the Court for the \$20,000.00 funding to Father's House previously voted on at the November 19, 2024 Fiscal Court Meeting.

XI. Citizen's Comments


Discussion:

Citizens concerned with the Scout Solar project were in attendance and voiced their concerns over the location of the project in proximity to their homes and water supply.

XII. 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	Dale Beavin Magistrate District 4	Larry Morphew Magistrate District 5	Justin Keown County Attorney
Ohio County Fiscal Court Meeting January 28, 2025 5:00pm <ol style="list-style-type: none">1. Call to Order Prayer and Pledge2. Approve January 14, 2024 Minutes3. Bills, Claims, Payments and Transfers4. Ohio County Hospital – Tony Ward5. Resolution 2025-10 HB6 Coal Severance Funds6. Participation Form Kroger Opioid Settlement7. Building Inspector8. Closed Session Under KRS 61.810 Chapter 1 Section F9. Senior Center Personnel10. Golf Course Personnel11. Committee Reports12. Magistrates and County Officials Comments and Requests13. Citizens Comments14. Adjournment					

**PROJECTS REQUESTED UNDER HB 6
FISCAL YEARS 2024-2026
AUTHORIZING RESOLUTION 2025-10
COUNTY OF OHIO**

ADOPTION OF A RESOLUTION OF THE OHIO COUNTY FISCAL COURT AUTHORIZING THE FILING OF A KENTUCKY LOCAL GOVERNMENT ECONOMIC DEVELOPMENT FUND ("LGEDF") HOUSE BILL (HB) 6 PROJECT PROPOSAL/GRANT APPLICATION FOR UP TO \$128,904 IN LOCAL GOVERNMENT ECONOMIC DEVELOPMENT SINGLE COUNTY FUNDS WITH THE DEPARTMENT FOR LOCAL GOVERNMENT (DLG); AUTHORIZING AND DIRECTING THE OHIO COUNTY JUDGE/EXECUTIVE TO EXECUTE ANY DOCUMENTS WHICH ARE DEEMED NECESSARY BY DLG TO CARRY OUT THIS PROJECT; AND AUTHORIZING THE JUDGE/EXECUTIVE TO ACT AS THE AUTHORIZED CORRESPONDENT FOR THIS PROJECT.

WHEREAS, OHIO County ("County") desires to promote and carry out community and economic development efforts on behalf of the residents of the County by supporting the LGEDF HB 6 Project(s); and

WHEREAS, it is recognized that LGEDF monies available to the County for the purposes stated herein, pursuant to KRS 42.4582 to 42.495 and 2024-2026 Kentucky General Assembly HB 6 (Budget Bill), impose certain obligations and responsibilities upon the County and will require among other things:

- (1) Approval of a satisfactory application transmitted to DLG for approval;
- (2) Concurrence from the respective State Representative(s) and State Senator(s); and,
- (3) Other obligations of the County in connection with receiving the LGEDF grant of monies for the purposes stated herein;

NOW, THEREFORE, be it resolved this 28TH day of JANUARY, 2025, by OHIO County Fiscal Court:

That a HB 6 Coal Severance Project Proposal/Application on behalf of the County for LGEDF monies up to \$128,904 for:

Sheriff Vehicle/Equipment	\$ 69,000
PVA Flyover	\$ 24,904
Park Construction/Materials	\$ 35,000

Project shall be submitted to DLG; the County shall provide such additional information and furnish such documentation as may be required, and the County Judge/Executive shall act as the authorized correspondent for this Project.

Done this 28th day of JANUARY, 2025. Motion by Michael McKenney and seconded by

Jason Bullock, members present voting unanimously in favor.

By: Don Johnston
County Judge/Executive

ATTEST:

By: Miranda Funk

Title: Fiscal Ct Clerk

Subdivision Participation and Release Form

Governmental Entity: Ohio County Fiscal Court	State: KY
Authorized Signatory: David Johnston	<i>David Johnston</i>
Address 1: 130 E. Washington St	
Address 2: Suite 215	
City, State, Zip: Hartford, KY 42347	
Phone: 270-298-4400	
Email: OCJudge@OhioCountyKY.gov	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated October 31, 2024 (“Kroger Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after returning this Participation and Release Form and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Bullitt County for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section III, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.
10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.

11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature:

David Johnston

Name:

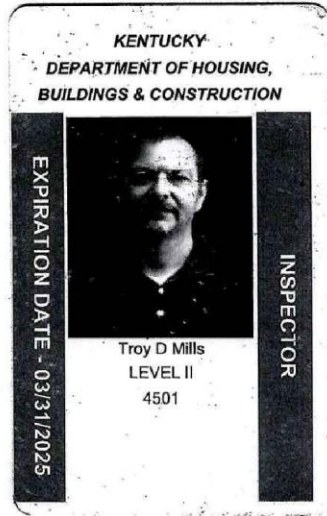
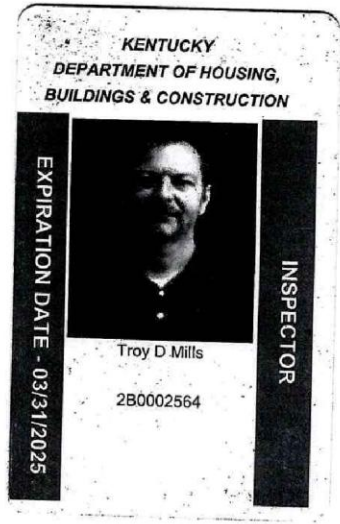
David Johnston

Title:

Judge Executive

Date:

January 28, 2025





COMMONWEALTH OF KENTUCKY
Public Protection Cabinet
Department of Housing, Buildings and Construction
Division of Building Code Enforcement
500 Mero Street, First Floor
Frankfort, Kentucky 40601

LOCAL BUILDING INSPECTION PROGRAM REQUIREMENTS

KRS Chapter 198B created the uniform, statewide building code within the boundaries of the Commonwealth and assigned specific enforcement responsibilities to each local government and to the Department of Housing, Buildings and Construction (DHBC).

The DHBC is tasked with the responsibility to determine that local governments have sufficient equipment and qualified personnel to provide the level of inspection and/or plan review functions as mandated by the statutes. The following information and guidelines are utilized by the DHBC to help local governments establish first time building inspection programs and to monitor existing programs. Each local government is required to complete the "Notice of Local Building Inspection Program" form when requested by DHBC. Each local building inspection program shall be re-examined and new documents filed, if there are alterations to the program or changes in the inspection personnel.

1. **CERTIFIED BUILDING INSPECTOR:** Each local government's inspection program shall include, as a minimum, a Certified Building Inspector Level 1 and a Certified Electrical Inspector. The local government shall also employ, or contract with, other code enforcement personnel and support staff necessary to enforce the Kentucky Building Code (KBC) within the jurisdiction. The person performing plan reviews and building inspections shall be appropriately certified by the DHBC for the function being performed.
2. **TESTING AND DUTIES OF INSPECTORS:** The scope of authority for each classification of inspector is specifically limited in accordance with competency testing and training. Depending upon the level of inspection responsibility, certification in more than one category may be required.

The National Certification Program for Construction Code Inspectors (NCPCCI) examination modules are developed by the national code enforcement organizations. The examination modules provide nationally recognized evidence of competency and professionalism in construction code enforcement and shall be used to meet the module testing requirements. **NOTE:** Kentucky may also accept equivalent International Code Council Building Inspector Certification.

- A. **ONE- & TWO-FAMILY ONLY:** If an inspector's duties are limited to the inspection of single family dwellings, two-family dwellings or townhouses, then certification as a One- and Two-Family Dwelling Inspector is required. The minimum certification requirements for this level are NCPCCI test modules 1A and 4A; completion of orientation training; and compliance with the requirements of 815 KAR 7:070.
- B. **MINIMUM JURISDICTION:** If an inspector's duties include all occupancies listed in KRS 198B.060(2), certification as a Kentucky Certified Building Inspector Level I is required. Certification requirements for this level are NCPCCI test modules 1A, 4A, 1B and 3B; completion of the orientation training; and compliance with the requirements of 815 KAR 7:070.
- C. **EXPANDED JURISDICTION:** If the local jurisdiction holds expanded jurisdiction responsibilities, certification as a Certified Building Inspector Level III is required. Certification requirements for Level III inspectors are NCPCCI test modules 1A, 4A, 1B, 3B, 4B, 1C, 3C and 4C; completion of the orientation training; and compliance with the requirements of 815 KAR 7:070.
- D. **TRAINEES:** Trainees may be utilized by a building inspection program. However trainees shall operate under the general supervision of a Kentucky Certified Building Inspector. Trainees shall not authorize issuance of permits, construction document approval letters, inspection compliance letters or certificates of occupancy. Trainees may deliver properly authorized permits, construction document approval letters, inspection compliance letters or certificates of occupancy.