

Ohio County Fiscal Court
March 11, 2025 5:00 PM
Ohio County Community Center
Hartford, KY

Attendance Taken at 5:00 PM:

Present Board Members:

Bo Bennett
Jason Bullock - Presiding the Meeting
Dale Beavin
Larry Morphew
Michael McKenney

Absent Board Members:

David Johnston - Judge Executive

I. Call to Order Judge Executive David Johnston

I.A. Prayer and Pledge to American Flag

II. Approve February 25, 2025 Minutes

Motion Passed: Approved February 25, 2025 Minutes passed with a motion by Bo Bennett and a second by Michael McKenney.

5 Yeas - 0 Nays.

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

III. Bills, Claims, Payments and Transfers

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

5 Yeas - 0 Nays.

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

IV. Treasurer's February 2025 Financial Statement

Motion Passed: Acknowledged having received the Treasurer's February 2025 Financial Statement passed with a motion by Bo Bennett and a second by Dale Beavin.

0 Yeas - 0 Nays - 5 None's.

Bo Bennett	No vote
Jason Bullock	No vote
Dale Beavin	No vote
Larry Morphew	No vote
Michael McKenney	No vote
David Johnston	Absent

V. Clerk's February 2025 Financial Report

Motion Passed: Acknowledged having received the Clerk's February 2025 Financial Report passed with a motion by Bo Bennett and a second by Michael McKenney.

0 Yeas - 0 Nays - 5 None's.

Bo Bennett	No vote
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Jason Bullock	No vote
Dale Beavin	No vote
Larry Morphew	No vote
Michael McKenney	No vote
David Johnston	Absent

VI. Close A.R.P.A. Bank Account

Motion Passed: Approve the County Treasurer to close Bank Account A.R.P.A. account 4029097 located at First United Bank and Trust passed with a motion by Michael McKenney and a second by Bo Bennett.

5 Yeas - 0 Nays.

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

VII. Ohio County Hospital Annual Hazardous Waste Report

Motion Passed: Acknowledged having received Ohio County Hospital annual hazardous waste production report passed with a motion by Bo Bennett and a second by Larry Morphew.

5 Yeas - 0 Nays.

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

VIII. Sheriff Bid Opening for Vehicle

Motion Passed: Approved Sheriff vehicle bid in the amount of \$44,806.00 from Bachman Chrysler Dodge Jeep RAM for a 2024 Durango Pursuit vehicle AWD (WDEE76). Authorize County Treasurer to issue check(s) passed with a motion by Larry Morphew and a second by Bo Bennett.

5 Yeas - 0 Nays.

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

IX. Shreve Bridge - American Engineers, Inc

Motion Passed: Approved to authorize the Judge Executive to sign the Shreve Bridge - American Engineers, Inc Agreement for professional services in the amount of \$40,000.00. Authorize County Treasurer to issue check(s) passed with a motion by Larry Morphew and a second by Dale Beavin.

5 Yeas - 0 Nays.

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

X. Subordination Agreement

Motion Passed: Approved the attached subordination agreement with WK Distillery passed with a motion by Bo Bennett and a second by Michael McKenney.

4 Yeas - 1 Nays.

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

XI. Park Personnel

Motion Passed: Approved Park personnel new hire of CJ Henderson as part time maintenance level 1 at \$13.99 per hour effective March 9, 2025 passed with a motion by Jason Bullock.

5 Yeas - 0 Nays.

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

XII. Closed Session Under KRS 61.810 Chapter 1 Section C

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

5 Yeas - 0 Nays.

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

XII.A. Return From Closed Session

Motion Passed: Approved to return from closed session with having made no motions passed with a motion by Larry Morpew and a second by Bo Bennett.

5 Yeas - 0 Nays.

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

XIII. Committee Reports

XIV. Magistrate's Comments and Requests

XIV.A. District 1 - Magistrate Michael McKenney

XIV.B. District 2 - Magistrate Jason Bullock

Discussion:

Second District Magistrate thanked all individuals and businesses who helped those in need of water over the weekend with the large water main break under the parkway. Those who worked to repair the fix, provided water for citizens and opened their doors to those in need. A State of Emergency was declared.

XIV.B.1. Wellness Center Water Funding

Motion Passed: Approved to fund \$1000.00 for water reimbursement to the Ohio County Wellness Center for them opening their doors to those in need of showers

while 2,000+ citizens were without water due to a Main waterline breaking under the parkway. Authorize the County Treasurer to issue check(s) passed with a motion by Jason Bullock and a second by Bo Bennett.

5 Yeas - 0 Nays.

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

- XIV.C. District 3 - Magistrate Bo Bennett**
- XIV.D. District 4 - Magistrate Dale Beavin**
- XIV.E. District 5 - Magistrate Larry Morphew**

XV. Citizen's Comments

Discussion:

The Ohio County Skills Club attended the Fiscal Court Meeting. They have represented their school and County well in showing their skills at a state level.

Citizen Delmer Cook addressed the Fiscal Court concerning Cook Lane and the damage that it has endured by a hauling company. Citizens requested that the Fiscal Court look at it to see what repairs can be made and if the company had any intention of fixing it.

Kyle Addington with the Ohio County Youth Archery Club came to the Fiscal Court to thank them for their donation to the newly founded archery team who has achieved several accomplishments nationwide. The team is hoping to expand and welcome new youth.

Mr. Taylor spoke on the solar farm project stating that the citizens completed an analysis on the business impact in Ohio County and that it would not in fact bring in the previously stated \$1,000,000.00 in tax revenue but closer to \$100,000.00. Also, the benefit of this project is outweighed by the negative impact the project would make for citizens/home and landowners. Citizens of the impacted area wish to have the county vacate the MOU with SCOUT.

XVI. 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 Morphew and a second by Dale Beavin.

5 Yeas - 0 Nays.

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

XVI.A. Return from Closed Session

Discussion:

There will be a Special Call Fiscal Court Meeting on March 13, 2025 at 5:00pm.

Motion Passed: Approved to return from closed session with no motion having been made passed with a motion by Dale Beavin and a second by Bo Bennett.


5 Yeas - 0 Nays.

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

XVII. 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 Morpew Magistrate District 5	Justin Keown County Attorney
Ohio County Fiscal Court Meeting March 11, 2025 5:00pm <ol style="list-style-type: none">1. Call to Order Prayer and Pledge2. Approve February 25, 2025 Minutes3. Bills, Claims, Payments and Transfers4. Treasurer's February 2025 Financial Statement5. Clerk's February 2025 Financial Report6. Close A.R.P.A. Bank Account7. Ohio County Hospital Annual Hazardous Waste Report8. Sheriff Bid Opening for Vehicle9. Subordination Agreement10. Shreve Bridge - American Engineers, Inc11. Park Personnel12. Closed Session Under KRS 61.810 Chapter 1 Section C Return From Closed Session13. Committee Reports14. Magistrates and County Officials Comments and Requests15. Citizens Comments16. Closed Session Under KRS 61.810 Chapter 1 Section F Return From Closed Session17. Adjournment					

OHIO COUNTY
FINANCIAL STATUS REPORT
CURRENT

Page 1 of 3

Receipt Start: 2/1/2025 Receipts End: 2/28/2025 Period: 2/1/2025 thru 2/28/2025 using expense date for Accounts 25G - 25G

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	\$89,467.90	
Child Victim Fund		
Motor Vehicle Usage Taxes	\$182,024.72	
Motor Vehicle Notary Fees	\$26.00	
Motor Vehicle Lien Release Fees	\$2,484.00	
Motor Vehicle Property Tax - Motax	\$292,096.69	
Delinquent Taxes	\$14,442.63	
Hunting & Fishing Licenses		
Marriage Licenses	\$160.00	
Miscellaneous Licenses		
County Stickers	\$27,422.00	
Deed Transfer Taxes	\$4,134.50	
RECORDING FEES:		
Deeds & Power Of Attorney	\$2,608.00	
Real Estate Mortgages/Fixture Filing	\$3,340.00	
Chattel Mortgages	\$4,524.00	
Wills & Estates	\$170.00	
Releases	\$1,978.00	
Liens	\$180.00	
Leases		
Election Filing		
Storage Fees	\$2,270.00	
Affordable Housing Trust	\$1,332.00	
Miscellaneous Recordings	\$572.00	
Postage & Copy Work	\$617.37	
Miscellaneous		
Refunds & Overpayments	\$443.70	
TOTAL SALES		\$630,293.51
MISCELLANEOUS BANK TRANSACTIONS		
Transfer of Funds (earned prev yr)		
Cash Drawer Transactions		
NSF Checks Less Redeposits		
Interest Received on Bank Account	\$5.70	
Misc Income/Refunds/Bank Cr Memos		
Accounts Receivable Credit Memos		
TOTAL MISCELLANEOUS BANK TRANSACTIONS		\$5.70
Outstanding Accounts Receivables		\$68.00
TOTAL REVENUES GENERATED		\$630,367.21

OHIO COUNTY
FINANCIAL STATUS REPORT
CURRENT

Receipt Start: 2/1/2025 Receipts End: 2/28/2025 Period: 2/1/2025 thru 2/28/2025 using expense date for Accounts 25G - 25G

EXPENDITURES		
MOTOR VEHICLE DEPARTMENT		
Motor Vehicle Licenses	\$65,158.40	
Motor Vehicle Usage Tax	\$176,563.46	
Motor Vehicle Ad Valorem Tax	\$280,412.83	
MOTOR VEHICLE DEPARTMENT TOTALS		\$522,134.69
REAL ESTATE & PROPERTY TAXES		
Deed Transfer Taxes	\$3,927.77	
Delinquent Taxes	\$12,842.87	
TOTAL REAL ESTATE & PROPERTY TAXES		\$16,770.64
COUNTY STICKERS		\$26,325.12
Legal Process Taxes		\$1,339.35
Misc Licenses/Commissions		
Affordable Housing Trust Fund		
Storage Fees to Fiscal Court		\$2,270.00
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		\$465.09
NSF Check Charges		
Grant, Library & Archives		
Uncollectible Accounts Receivable		
Outstanding Accounts Receivable		
Clerk's Final Settlement		
BANK CHARGES		
TRANSFER(S) OF FUNDS		
CERTIFICATE OF DEPOSIT		
MISCELLANEOUS BANK TRANSACTIONS		
SUBTOTAL BANK ACTIVITY		
TOTAL EXPENDITURES		\$569,304.89

OHIO COUNTY
FINANCIAL STATUS REPORT
CURRENT

Receipt Start: 2/1/2025 Receipts End: 2/28/2025 Period: 2/1/2025 thru 2/28/2025 using expense date for Accounts 25G - 25G

TOTAL REVENUES OVER EXPENDITURES \$61,062.32

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

SIGNED: Bess J. Helph
OHIO COUNTY

DATE: 3/6/25

SUBORDINATION AGREEMENT

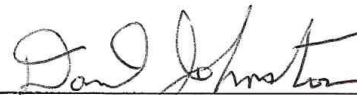
KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned is the holder of a mortgage lien on the property located at 1880 Old Liberty Church Road, Beaver Dam, Ohio County, Kentucky, by mortgage from The Kentucky Whiskey Company, LLC, dated July 19, 2022, of record in Mortgage Book 622, page 1, in the Ohio County Clerk's Office; and

WHEREAS, the undersigned wishes to confirm its willingness to subordinate the lien;

NOW, THEREFORE, in consideration of the premises, the undersigned, Ohio County, Kentucky, a body public, acting through the Ohio County Fiscal Court, at 130 East Washington Street, Suite 209, Hartford, Kentucky 42347, does hereby subordinate its mortgage lien as set forth above to the subsequent mortgage on said property in favor of Live Oak Banking Company, at 1741 Tiburon Drive, Wilmington, North Carolina 28403, from The Kentucky Whiskey Company, LLC, dated March [11], 2025, of record in Mortgage Book [_____], page [_____], in the Ohio County Clerk's Office.

Witness the duly authorized signature of David Johnston, Ohio County Judge Executive, Ohio County, Kentucky, a body public, acting through the Ohio County Fiscal Court, this 11 day of March, 2025.



By: DAVID JOHNSTON
Title: Ohio County Judge Executive

1



STATE OF KENTUCKY

COUNTY OF OHIO

The foregoing Subordination Agreement was acknowledged before me by David Johnston, Ohio County Judge Executive, Ohio County, Kentucky, a body public, acting through the Ohio County Fiscal Court, this _____ day of March, 2025.

Notary Public _____
My commission expires _____
Notary ID No. _____

This Instrument Prepared By:

_____ (signed)
Stephen T. Ramey
Taft Stettinius & Hollister LLP
One Indiana Square, Suite 3500
Indianapolis, Indiana 46204

2/17/25, 4:51 PM

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Thank you for submitting your information via the Kentucky Energy and Environment Cabinet eForms website. Please save a copy of this submittal for your records. We recommend saving a copy as a .mht, .html, or .htm file. Your Submittal ID and Transaction ID will be included in an email after EEC Staff have reviewed your submittal.

The Submittal ID for this transaction is 474644 and was submitted by Jennifer Schrader on February 17, 2025 05:50 PM Eastern Time. If you need to contact EEC regarding your submission, please reference your Submittal ID.

The eForm Submittal ID allows you to use the data from this submittal as a template and/or download a copy of your submittal.

PLEASE NOTE: The submitted eForm(s) have items REQUIRING PAYMENT on our on-line ePay website. If your browser has prevented EEC's ePay site from appearing, please click here (http://dep.gateway.ky.gov/ePay3/Secure_ePay.aspx?ID=01cd898f-c244-4297-9c54-bbcccdb71b37&CS=N&token=EAAAANZEnsKNrFXZqbSRotDB7fRnhLIE4yhaebnHythQzn7k6LTZ5b0IKKlqhFAGVcU7jkWwe4rILN9n%2bVP8qIMbxQ0%3d) to go to the ePay page. Your eForm is NOT COMPLETE WITHOUT PAYMENT!

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
RCRA SUBTITLE C ACTIVITIES FORMS

Click here for General Instructions (Controls/KY%20DWM%20RCRA%208700-12%20eForm%20Instructions%20DRAFT.htm)
(*) indicates a required field; (âœ“) indicates a field may be required based on user input or is an optionally required field

Agency Interest ID Number		
58789		
Purpose of the application(*)		
Annual Report / Assessment		
Select the Year for Reporting(*)		
2024		
EPA ID Number(*)		
KYD985085640		
Do you wish to fill out Waste Generation Form(*)		
Yes		
Do you wish to fill out Waste Received Form(*)		
No		
RCRA SUBTITLE C SITE IDENTIFICATION FORM		
Site Name (*)		
Ohio County Hospital		
Site Location Address		
Street Address(*)	Latitude(decimal degrees)(*) DMS to DD Converter (https://www.fcc.gov/media/radio/dms-decimal)	Longitude(decimal degrees)(*)
1211 Main St	37.337813	-86.994442
City, Town, or Village(*)	County(*)	
Hartford	Ohio	
State(*)	Country(*)	Zip Code(*)
Kentucky	United States	42347
Site Mailing Address		
Same as Location Address		
Street Address or P.O.Box(*)		
1211 Main St		
City, Town, or Village(*)		State(*)

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Hartford		Kentucky	
Country(*) United States		Zip Code(*) 42347	
Site Land Type (*)			
County			
North American Industry Classification System (NAICS) Codes(s) for the Site (at least 5-digit codes) (*)			
62 - Health Care and Social Assistance			
Site Contact Information		Same as Site Mailing Address	
First Name(*) Jennifer	MI C	Last Name(*) Schrader	
Title Director of Environment of Care			
Street Address(*) 1211 Main St			
City, Town, or Village(*) Hartford			
State(*) Kentucky	Country(*) United States	Zip Code(*) 42347	
Email(*) jschrader@ochcares.com			
Phone Number(*) 270-298-7411	Ext 5234	Fax ###-###-####	
Legal Owner and Operator of the Site			
A. Site's Legal Owner		Same as Location Address	
Site Owner Organization Name(✓) Ohio County Fiscal Court			
First Name(✓) Ohio County Fiscal Court	MI Site Owner Middle Initial	Last Name(✓) Ohio County Fiscal Court	
Date Became Owner(*) 01/01/1956			
Owner Type(*) County			
Street Address(*) 130 E Washington Ave Suite 215			
City, Town, or Village(*) Hartford			
State(*) Kentucky	Country(*) United States	Zip Code(*) 42347	
Email ocjudge@ohiocountyky.gov			

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Phone Number(*) 270-298-4400	Ext Ext	Fax ###-###-####
B. Site's Legal Operator Same as Site's Legal Owner Address		
Site Operator Organization Name(✓) Ohio County Hospital		
First Name(✓) Shellie	MI Site Operator Middle Initial	Last Name(✓) Shouse
Date Became Legal Operator(*) 07/01/2022		
Operator Type(*) County		
Street Address(*) 1211 Main St		
City, Town, or Village(*) Hartford		
State(*) Kentucky	Country(*) United States	Zip Code(*) 42347
Email sshouse@ochcares.com		
Phone Number 270-298-5434	Ext 5495	Fax ###-###-####
10. Type of Regulated Waste Activity (at your site) (*) Check 'Yes' or 'No' for all current activities (as of the date submitting the form); complete any additional boxes as instructed.		
A. Hazardous Waste Activities		
1. Generator of hazardous Waste - If 'Yes', check only one of the following - a,b,c(*) Yes		
a. LQG	Generates, in any calendar month (includes quantities imported by importer site) 1,000 kg/mo (2,200 lb/mo) or more of non-acute hazardous waste; or - Generates, in any calendar month, or accumulates at any time, more than 1 kg/mo (2.2 lb/mo) of acute hazardous waste; or - Generates, in any calendar month or accumulates at any time, more than 100 kg/mo (220 lb/mo) of acute hazardous spill cleanup material	
b. SQG	100 to 1,000 kg/mo (220-2,200 lb/mo) of non-acute hazardous waste and no more than 1 kg (2.2 lb) of acute hazardous waste and no more than 100 kg (220 lb) of any acute hazardous spill cleanup material	
c. VSQG	Less than or equal to 100 kg/mo (220 lb/mo) of non-acute hazardous waste.	
If 'Yes' above, indicate other generator activities in 2 and 3, as applicable (*).		
2. Short-Term Generator (generates from a short-term or one-time event and not from on-going process). If 'Yes', provide an explanation in the Comments section No		
3. Mixed Waste (hazardous and radioactive) Generator No		
4. Treator, Storer or Disposer of Hazardous Waste - Note: A hazardous waste Part B permit is required for these activities. (*) Yes		
5. Receives Hazardous Waste from Off-site(*) No		
6. Recycler of Hazardous Waste(*) No		

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a. Recycler who stores prior to recycling	
b. Recycler who does not store prior to recycling	
7. Exempt Boiler and/or Industrial Furnace - If 'Yes', check all that apply(+)	
No	▼
a. Small Quantity On-site Burner Exemption	
b. Smelting, Melting, and Refining Furnace Exemption Please enter number of Off-site streams	
B. Waste Codes for Federally Regulated Hazardous Wastes Please List the waste codes of the Federal hazardous wastes handled at your site. List them in the order they are presented in the regulations (e.g. D001, D002, D003, F007, U112). D001 - Ignitable, D005 - B. select	
Selected Federally Regulated Hazardous Wastes are: D001, D005, D007, D008, D010, D011, D012, D013, D018, F003, U122	
C. Waste Codes for State Regulated (non-Federal) Hazardous Wastes Please list the waste codes of the State hazardous wastes handled at your site. List them in the order they are presented in the regulations. select	
11. Additional Regulated Waste Activities (âœ“)	
(Note: Refer to your State regulations to determine if a separate permit is required.)	
A. Other Waste Activities	
1. Transporter of Hazardous Waste - If 'Yes', check all that apply	
No	▼
a. Transporter	
b. Transfer Facility (at your site)	
2. Underground Injection Control	
No	▼
3. United States Importer of Hazardous Waste	
No	▼
4. Recognized Trader - If 'Yes', check all that apply	
No	▼
a. Importer	
b. Exporter	
5. Importer/Exporter of Spent Lead-Acid Batteries (SLABs) under 40 CFR 266 Subpart G - If 'Yes', check all that apply	
No	▼
a. Importer	
b. Exporter	
B. Universal Waste Activities	
1. Large Quantity Handler of Universal Waste (you accumulate 5,000 kg or more) - If 'Yes', check all that apply. Note: Refer to your State regulations to determine what is regulated	
No	▼
a. Batteries	
b. Pesticides	
c. Mercury containing equipment	
d. Lamps	
e. Aerosol Cans	
f. Other (specify)	

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Specify the reason	
2. Destination Facility for Universal Waste Note: A hazardous waste permit may be required for this activity	
No	▼
C. Used Oil Activities	
1. Used Oil Transporter - If 'Yes', check all that apply	
No	▼
a. Transporter	
b. Transfer Facility (at your site)	
2. Used Oil Processor and/or Re-refiner - If 'Yes', check all that apply	
No	▼
a. Processor	
b. Re-refiner	
3. Off-Specification Used Oil Burner	
No	▼
4. Used Oil Fuel Marketer - If 'Yes', check all that apply	
No	▼
a. Marketer Who Directs Shipment of Off-Specification Used Oil to Off-Specification Used Oil Burner	
b. Marketer Who First Claims the Used Oil Meets the Specifications	
D. Pharmaceutical Activities	
1. Operating under 40 CFR 266 Subpart P for the management of hazardous waste pharmaceuticals - If 'Yes', check only one. Note: See the item-by-item instructions for definitions of healthcare facility and reverse distributor.	
Yes	▼
a. Healthcare Facility	
b. Reverse Distributor	
2. Withdrawing from operating under 40 CFR 266 Subpart P for the management of hazardous waste pharmaceuticals. Note: You may only withdraw if you are a healthcare facility that is no longer an LQG or SQG.	
No	▼
12. Eligible Academic Entities with Laboratories (âœ“)	
Notification for opting into or withdrawing from managing laboratory hazardous wastes pursuant to 40 CFR 262 Subpart K.	
A. Opting into or currently operating under 40 CFR 262 Subpart K for the management of hazardous wastes in laboratories - If 'Yes', check all that apply. Note: See the item-by-item instructions for definitions of types of eligible academic entities	
No	▼
1. College or University	
2. Teaching Hospital that is owned by or has a formal written affiliation with a college or university	
3. Non-Profit Institute that is owned by or has a formal written affiliation with a college or university	
B. Withdrawing from 40 CFR 262 Subpart K for the management of hazardous wastes in laboratories.	
No	▼
13. Notification of LQG Site Closure for a Central Accumulation Area (CAA) (optional) OR Entire Facility (required) (✓)	
LQG Site Closure of a Central Accumulation Area (CAA) or Entire Facility.	
No	▼
A. Central Accumulation Area (CAA) Entire Facility	
B. Name of Facility(*)	

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Name			
C. Expected closure date MM/DD/YYYY			
D. Requesting new closure date MM/DD/YYYY			
E. Date Closed MM/DD/YYYY			
In compliance with the closure performance standards 40 CFR 262.17(a)(8) v			
14. Notification of Hazardous Secondary Material (HSM) Activity (v)			
A. Are you notifying under 40 CFR 260.42 that you will begin managing, are managing, or will stop managing hazardous secondary material under 40 CFR 260.30, 40 CFR 261.4(a)(23), (24), or (27)? If 'Yes', you must fill out the Addendum to the Site Identification Form for managing Hazardous Secondary Material. v			
No			
15. Electronic Manifest Broker (v)			
Are you notifying as a person, as defined in 40 CFR 260.10, electing to use the EPA electronic manifest system to obtain, complete, and transmit an electronic manifest under a contractual relationship with a hazardous waste generator? v			
No			
16. Comments (Include item number for each comment)			
Comments			
17. Certification (*)			
I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations. Note: For the RCRA Hazardous Waste Part A permit Application, all owners and operators must sign (see 40 CFR 270.10(b) and 270.11).			
Signature of legal owner, operator or authorized representative(*)		Date(*)	
Jennifer Schrader		2/17/2025	
First Name: (*)	M.I.:	Last Name: (*)	Title
Jennifer	C	Schrader	Director of Environme
Email(*) jschrader@ochcares.com			
ADDENDUM TO THE SITE IDENTIFICATION FORM NOTIFICATION OF HAZARDOUS SECONDARY MATERIAL ACTIVITY			
Only fill out this form if: <ul style="list-style-type: none"> ▪ You are located in a State that allows you to manage excluded hazardous secondary material (HSM) under 40 CFR 261.2(30), 261.4(a)(23), (24), or (27) (or state equivalent; See https://www.epa.gov/epawaste/hazard/dsw/statespf.htm for a list of eligible states; AND ▪ You are or will be managing excluded HSM in compliance with 40 CFR 260.30, 261.4(a)(23), (24), or (27) (or state equivalent) or have stopped managing excluded HSM in compliance with the exclusion(s) and do not expect to manage any amount of excluded HSM under the exclusion(s) for at least one year. <u>Do not include any information regarding your hazardous waste activities in this section.</u> Note: If your facility was granted a solid waste variance under 40 CFR 260.30 prior to July 13, 2015, your management of HSM under 40 CFR 260.30 is grandfathered under the previous regulations and you are not required to notify for the HSM management activity excluded under 40 CFR 260.30.			

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Reason for notification (Include dates where requested)			
Facility will begin managing excluded HSM Begin managing excluded HSM as of MM/DD/YYYY Facility is still managing excluded HSM/re-notifying as required by March 1 of each even-numbered year Facility has stopped managing excluded HSM and is notifying as required Stopped managing excluded HSM as of MM/DD/YYYY			
Description of Excluded HSM activity. Please list the appropriate codes (see Code List section of the instructions) and quantities, in short tons, to describe your excluded HSM activity ONLY (do not include any information regarding your hazardous wastes)			
Number of Hazardous Waste Secondary Material Streams(*)			
Please enter the number of Hazardous Secondary Waste Streams.			
HAZARDOUS WASTE REPORT 2024 (reporting cycle) WASTE GENERATION AND MANAGEMENT (GM) FORM			
Waste Characteristics			
Waste Description(*) Waste Alcohols	Type of Waste(*) Liquid	Is this waste both hazardous and radioactive? (*) No	
EPA Hazardous Waste Code(s) (*) D001 - Ignitable select	State Hazardous Waste Code(s) select		
The EPA Hazardous Waste Code(s) are: D001			
Source Code(*) G11 - Discarding Off-Spec or Out of Date Chem	Management Method Code (Source Code G25 only)		
Form Code(*) W203 - Concentrated Non-Halogenated e.g, No	Waste Minimization Code(*) B Continued initiatives to recycle waste either		
Quantity(*) 1550	Density Density	Density Unit of Measure lbs/gal	
On-site Generation and Management of Hazardous Waste (✓)			
No			
Was any of this waste that was generated at this facility treated, disposed, and/or recycled on-site? If yes, continue to On-site Process System			
Number of Process Systems			
Off-site Shipment of Hazardous Waste (✓)			
Yes			
Was any of this waste that was generated at this facility shipped off-site for treatment, disposal, or recycling? If yes, continue to Site			
Number of Sites 1			
Site			
EPA ID of facility to which waste was shipped(*) OHD093945293	Receiving Facility Name(*) Veolia ES, Technical S	Management Method Code(*) H061-Fuel Blendin	Total Quantity(*) 1550

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Total Quantity Treated On-site			
0			
Total Quantity under Off-site Shipment of Hazardous Waste			
1550			
Comments			
Comments			
Waste Characteristics			
Waste Description(*)	Type of Waste(*)	Is this waste both hazardous and radioactive?(*)	
Flammable/Toxic Pharmaceuti	Solid	No	
EPA Hazardous Waste Code(s) (*) D001 - Ignitable, D005 - B: select		State Hazardous Waste Code(s) select	
The EPA Hazardous Waste Code(s) are: D001, D005, D007, D008, D010, D011, D012, D013, D018			
Source Code(*)		Management Method Code (Source Code G25 only)	
G11 - Discarding Off-Spec or Out of Date Chem			
Form Code(*)		Waste Minimization Code(*)	
W409 - Other Organic Solids		X No waste minimization efforts were impleme	
Quantity(*)	Density	Density Unit of Measure	
825	Density	lbs/gal	
On-site Generation and Management of Hazardous Waste (✓)			
No			
Was any of this waste that was generated at this facility treated, disposed, and/or recycled on-site? If yes, continue to On-site Process System			
Number of Process Systems			
Off-site Shipment of Hazardous Waste (✓)			
Yes			
Was any of this waste that was generated at this facility shipped off-site for treatment, disposal, or recycling? If yes, continue to Site			
Number of Sites			
1			
Site			
EPA ID of facility to which waste was shipped(*)	Receiving Facility Name(*)	Management Method Code(*)	Total Quantity(*)
TXD000838896	Veolia ES, Technical S	H040 - Incineratio	825
Total Quantity Treated On-site			
552			
Total Quantity under Off-site Shipment of Hazardous Waste			
2315			
Comments			
Comments			

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Waste Characteristics			
Waste Description(*) Xylene	Type of Waste(*) Liquid	Is this waste both hazardous and radioactive? (*) No	
EPA Hazardous Waste Code(s) (*) D001 - Ignitable, F003 - To select The EPA Hazardous Waste Code(s) are: D001, F003		State Hazardous Waste Code(s) select	
Source Code(*) G22 - Laboratory Analytical Wastes		Management Method Code (Source Code G25 only)	
Form Code(*) W203 - Concentrated Non-Halogenated e.g, No		Waste Minimization Code(*) B Continued initiatives to recycle waste either	
Quantity(*) 1480	Density Density	Density Unit of Measure lbs/gal	
On-site Generation and Management of Hazardous Waste (✓)			
No Was any of this waste that was generated at this facility treated, disposed, and/or recycled on-site? If yes, continue to On-site Process System			
Number of Process Systems			
Off-site Shipment of Hazardous Waste (✓)			
Yes Was any of this waste that was generated at this facility shipped off-site for treatment, disposal, or recycling? If yes, continue to Site			
Number of Sites 1			
Site			
EPA ID of facility to which waste was shipped(*) OHD093945293	Receiving Facility Name(*) Veolia ES, Technical S	Management Method Code(*) H061-Fuel Blendin	Total Quantity(*) 1490
Total Quantity Treated On-site 0			
Total Quantity under Off-site Shipment of Hazardous Waste 0			
Comments			
Comments			
Waste Characteristics			
Waste Description(*) Formalin	Type of Waste(*) Liquid	Is this waste both hazardous and radioactive? (*) No	
EPA Hazardous Waste Code(s) (*) U122 - Formaldehyde select		State Hazardous Waste Code(s) select	
The EPA Hazardous Waste Code(s) are:			

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U122		Management Method Code (Source Code G25 only)	
Source Code(*) G22 - Laboratory Analytical Wastes			
Form Code(*) W203 - Concentrated Non-Halogenated e.g, No		Waste Minimization Code(*) X No waste minimization efforts were impleme	
Quantity(*) 552	Density Density	Density Unit of Measure lbs/gal	
On-site Generation and Management of Hazardous Waste (✓)			
Yes Was any of this waste that was generated at this facility treated, disposed, and/or recycled on-site? If yes, continue to On-site Process System			
Number of Process Systems 1			
Process System	Management Method Code(*) H121 - Neutralization Only	Quantity(*) 552	
Off-site Shipment of Hazardous Waste (✓)			
No Was any of this waste that was generated at this facility shipped off-site for treatment, disposal, or recycling? If yes, continue to Site			
Number of Sites			
Total Quantity Treated On-site 0			
Total Quantity under Off-site Shipment of Hazardous Waste 0			
Comments			
Comments			

HAZARDOUS WASTE REPORT
OFF-SITE IDENTIFICATION (OI) FORM

Number of Sites(*) 5	
Please enter the number of Generators, Receiving Facilities and Transporters.	
Site 1	
Name of Off-site Installation or Transporter(*) Ohio County Hospital	EPA ID Number(*) KYD985085240
Handler Type (Check all that apply) Generator Transporter Receiving Facility	
Address of Off-site installation	
Street Address(*) 1211 Main St	

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City(*) Hartford		
State(*) Kentucky ▾	Zip Code(*) 42347	Country(*) United States
Total Number of Manifested Shipments 30	Total Pounds Shipped for Reporting Year 3865	
Site 2		
Name of Offsite Installation or Transporter(*) Basin Transportation LLC		EPA ID Number(*) NJD080631369
Handler Type (Check all that apply) <input type="checkbox"/> Generator <input type="checkbox"/> Transporter <input type="checkbox"/> Receiving Facility		
Address of Off-site installation		
Street Address(*) 130 Express Ln		
City(*) McAlester		
State(*) Oklahoma ▾	Zip Code(*) 74501	Country(*) United States
Total Number of Manifested Shipments 28	Total Pounds Shipped for Reporting Year 3625	
Site 3		
Name of Offsite Installation or Transporter(*) Greenleaf Environmental Services LLC		EPA ID Number(*) KYR000073312
Handler Type (Check all that apply) <input type="checkbox"/> Generator <input type="checkbox"/> Transporter <input type="checkbox"/> Receiving Facility		
Address of Off-site installation		
Street Address(*) 344 17th St		
City(*) Ashland		
State(*) Kentucky ▾	Zip Code(*) 41101	Country(*) United States
Total Number of Manifested Shipments 2	Total Pounds Shipped for Reporting Year 240	
Site 4		
Name of Offsite Installation or Transporter(*) Veolia ES, Technical Solutions LLC		EPA ID Number(*) TXD000838896
Handler Type (Check all that apply) <input type="checkbox"/> Generator <input type="checkbox"/> Transporter <input type="checkbox"/> Receiving Facility		
Address of Off-site installation		
Street Address(*) 7665TX-73		
City(*) Beaumont		

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State(*) Texas		Zip Code(*) 77705		Country(*) United States	
Total Number of Manifested Shipments 3			Total Pounds Shipped for Reporting Year 825		
Site 5					
Name of Off-site Installation or Transporter(*) Veolia ES, Technical Solutions LLC			EPA ID Number(*) OHD093945293		
Handler Type (Check all that apply) Generator Transporter Receiving Facility					
Address of Off-site installation					
Street Address(*) 4301 Infirmiry Rd					
City(*) West Carrollton					
State(*) Ohio		Zip Code(*) 45449		Country(*) United States	
Total Number of Manifested Shipments 27			Total Pounds Shipped for Reporting Year 3040		
Total Pounds from Off-site Identification (OI) Form 3865					
Comments					
Comments					
Commonwealth of Kentucky					
HAZARDOUS WASTE ASSESSMENT RETURN FROM January - December, 2024					
Return BEFORE March 1, 2025. Late fees apply to Assessments date stamped by the Branch after March 1, 2025.					
Do you wish to fill out Claims For Exclusion Form					
County Ohio			Agency Interest Number (AI#) 58789		
Site Name Ohio County Hospital					
Contact Person Jennifer Schrader		Phone No. 270-298-5234		Extension Ext	
Mailing Address 1211 Main St			City Hartford		
State Kentucky			Zip Code 42347		
ASSESSMENT CATEGORIES List		Column A QUANTITY	Column B RATE	Column C AMOUNT DUE	

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Waste generated and/or Received from out-of-state from January 1 - December 31, 2024	QUANTITY (List quantity in pounds)	RATE	AMOUNT DUE Multiply Column A x B
2a. Solid hazardous waste generated and destined for disposal off site	825	\$0.002	1.65
2b. Solid hazardous waste burned off site for energy recovery in an industrial boiler or furnace (H050 Only)	Pounds	\$0.001	\$
3a. Solid hazardous waste generated and treated, recycled, or disposed of on site	Pounds	\$0.001	\$
3b. Solid hazardous waste burned on site for energy recovery in an industrial boiler or furnace (H050 Only)	Pounds	\$0.0005	\$
4a. Liquid hazardous waste generated and destined for disposal off site	3040	\$0.012	36.48
4b. Liquid hazardous waste burned off site for energy recovery in an industrial boiler or furnace (H050 Only)	Pounds	\$0.006	\$
5a. Liquid hazardous waste generated and treated, recycled, or disposed of on site	553	\$0.006	3.318
5b. Liquid hazardous waste burned on site for energy recovery in an industrial boiler or furnace (H050 Only)	Pounds	\$0.003	\$
6. Waste excluded from all Exclusion Forms	Pounds		
7. SUBTOTAL			41.448
8. Interest on late submittals calculated from January 1 to Branch receipt date stamp			\$
9. Penalties on late submittals calculated from January 1 to Branch receipt date stamp			\$
10. Adjustments from over payments And under payments			\$
11. TOTAL AMOUNT DUE (ASSESSMENT WAIVED IF UNDER \$50.00)			41.448
CERTIFICATION			
I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.			
Name(*) Jennifer Schrader	Title Director of Environment of Care	Signature Date(*) 02/17/2025	

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Bachman Chrysler Dodge Jeep RAM
630 BROADWAY ST
JEFFERSONVILLE, IN 471303528

Priced Order Confirmation (POC)

	VIN:	Quantity:	01
	VON:	Status:	
	Ordered By:	FAN 1:	
		FAN 2:	
		Client Code:	
		Bld Number:	TB4086
Sold to:	Ship to:	PO Number:	

Vehicle: 2024 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD	43,075
Package:	22Z	Customer Preferred Package 22Z	0
	EZH	5.7L V8 HEMI MDS VVT Engine	3,115
	DFD	8-Spd Auto 8HP70 Trans (Buy)	0
Paint/Seat/Trim:	PXJ	DB Black Clear Coat	0
	APA	Monotone Paint	0
	*A7	Cloth Bucket Seats W/Rear Vinyl	150
	-X9	Black	0
Options:	CW8	Deactivate Rear Doors/Windows	90
	GXX	Entire Fleet Allike Key (FREQ 4)	350
	LNF	Black Left LED Spot Lamp	840
	NAS	50 State Emissions	0
	3AH	Price Protection - Code H	0
	4NU	Fuel Fill / Battery Charge	0
	4FM	Fleet Option Editor	0
	4ES	Delivery Allowance Credit	0
	2SQ	FCA Fleet Powertrain Care	0
	YG1	7.5 Additional Gallons of Gas	0
	4FT		0
	5RG	June Production	0
	5N6	Easy Order	0
	4FT	Fleet Sales Order	0
	4EA	Sold Vehicle	0
Non Equipment:	4KA	Special Bid Handling	0
	4FA	Special Bid-Ineligible For Incentive	0
	4DH	Prepaid Holdback	0
	MAF	Fleet Purchase Incentive	0
Bid Number:	TB4056	Government Incentives	0
Special Equipment:	99595B		0
	99595A		0
Destination Fees:			1,585
		Total Price:	<u>48,015</u>

State bid - \$44,806.00

MA 758 2300000800

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

Rev. 06/02/23



AGREEMENT BETWEEN CLIENT AND AEI FOR PROFESSIONAL SERVICES

This is an agreement effective as of March 5, 2025 between American Engineers, Inc. ("AEI") and
Ohio County Fiscal Court ("Client").

Project Name and Location: (see Attachment B for Project Location)

Shreve Road (CR-1031) bridge over Rocky Fork in Ohio County, KY – ("Project")
Bridge No. 092C00083N

Scope and Extent of Professional Services: The Client, by entering into an Agreement with AEI, desires to engage AEI to provide the following services: (see Attachment A for Scope Summary)

1. **Field Surveying including Hydraulic Cross Sections**
2. **Geotechnical – two (2) rockline soundings**
3. **Hydraulic HY-8 Analysis**
4. **Develop Preliminary Bridge Plan**
5. **KY DOW Permit based upon required geometric and hydraulic requirements**
6. **Final Bridge Plans**
7. **Bid Document, Advertising, Bid Opening Review of Documents**

Fee Arrangement: The Client will pay AEI the fee of

\$40,000.00 Lump Sum as further outlined in Section 7.01

Client and AEI further agree as follows:

1.01 Basic Agreement and Period of Service

- A. AEI shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Client, or if required because of changes in the Project, AEI shall furnish services in addition to those set forth above. Client shall pay AEI for its services as set forth in Paragraphs 7.01 and 7.02.
- B. AEI shall complete its services within a reasonable time, or within the following specific time period consistent with sound professional practices for similar types of work: **Estimated Completion Date of 7-15-2025**
- C. If the Project includes construction-related professional services, then AEI's time for completion of services is conditioned on the time for Client and its contractors to complete construction not exceeding **N/A** months from the date of this agreement. If the actual time to complete construction exceeds the number of months indicated, then AEI's period of service and its total compensation shall be adjusted equitably upon mutual consent by Client and AEI.
- D. If, through no fault of AEI, such periods of time or dates are changed, or the orderly and continuous progress of AEI's services is impaired, or AEI's services are delayed or suspended, then the time for completion of AEI's services, and the rates and amounts of AEI's compensation, shall be adjusted equitably upon mutual consent by Client and AEI.



- E. If Client authorizes changes in the scope, extent, or character of the Project, then the time for completion of AEI's services, and the rates and amounts of AEI's compensation, shall be adjusted equitably upon mutual consent by Client and AEI.

2.01 Payment Procedures

- A. *Invoices:* AEI shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. If Client fails to make any payment due AEI for services and expenses within 30 days after receipt of AEI's invoice, then the amounts due AEI will be increased at the rate of 1.0% per month from said thirtieth day.
- C. If Client fails to make prompt payments, AEI may, after giving 7 days written notice to Client, suspend services under this Agreement until AEI has been paid in full all amounts due for services, expenses, and other related charges. Client waives any and all claims against AEI for any such suspension.
- D. Payments will be credited first to interest and then to principal.
- E. *Disputed Invoices:* If Client contests an invoice, Client shall promptly advise AEI of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.

3.01 Termination

- A. The obligation to continue performance under this Agreement may be terminated:
 - i. For cause,
 - 1) By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay AEI for its services is a substantial failure to perform and a basis for termination.
 - 2) By AEI:
 - a. upon seven days written notice if Client demands that AEI furnish or perform services contrary to AEI's responsibilities as a licensed professional; or
 - b. upon seven days written notice if AEI's services for the Project are delayed for more than 90 days for reasons beyond AEI's control.

AEI shall have no liability to Client on account of a termination by AEI under Paragraph 3.01.A

Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.i.2 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.



- ii. For convenience, by Client effective upon AEI's receipt of written notice from Client.
- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow AEI to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, AEI will be entitled to invoice Client and to receive full payment for all services performed, items furnished, or costs incurred directly related to termination (*demobilization, personnel reassignment, associated overhead costs, etc.*) in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 Successors, Assigns, and Beneficiaries

- A. Client and AEI are hereby bound and the successors, executors, administrators, and legal representatives of Client and AEI (and to the extent permitted by Paragraph 4.01.B the assigns of Client and AEI) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Client nor AEI may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or AEI to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and AEI and not for the benefit of any other party.

5.01 General Considerations

Standard of Care. The Standard of Care for all professional engineering and related services performed or furnished by AEI under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances. AEI makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with AEI's services. Subject to the foregoing Standard of Care, AEI and its affiliates may use or rely without liability upon the accuracy and completeness of design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- A. **Site Authority.** AEI shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall AEI have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.



- B. **Jurisdiction.** This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- C. AEI neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Client and such contractor. AEI is not responsible for variations between actual construction bids or costs and AEI's opinions or estimates regarding construction costs.
- D. **Acts and Omissions.** AEI shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except AEI's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by AEI. AEI shall not have authority to stop work.
- E. **Documents/Deliverables:** All documents/deliverables prepared or furnished by AEI are instruments of service, and AEI retains ownership and property interest (*including the copyright and the right of reuse*) in such documents/deliverables, whether or not the Project is completed. Client shall have a limited license to use the documents/deliverables on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by AEI of full payment for all services relating to preparation of the documents/deliverables and subject to the following limitations: (1) Client acknowledges that such documents/deliverables are not intended or represented to be suitable for use on the Project unless completed by AEI, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by AEI; (2) any such use or reuse, or any modification of the documents/deliverables, without written verification, completion, or adaptation by AEI, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to AEI or to its officers, directors, members, partners, agents, and employees;
- F. **Indemnification.** If any claim is brought against either Client or AEI by any third party, relating in whole or in part to the negligence of Client or AEI, each party shall indemnify the other against any loss or judgment, including attorney's fees and costs, to the extent that such loss or expense is caused by the party's negligence. In addition, Client shall indemnify and hold harmless AEI and its officers, directors, members, partners, agents, and employees from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents/deliverables without written verification, completion, or adaptation by AEI; and such limited license to Client shall not create any rights in third parties.
- G. **Insurance.** AEI will maintain worker's compensation and employer's liability insurance as required by state law, comprehensive general liability insurance with a combined single limit of \$2,000,000; automotive liability insurance with a combined single limit of \$1,000,000; professional liability of \$5,000,000; pollution liability of \$2,000,000. AEI shall maintain such policies in force for the duration of the Contract period. AEI will comply with Client's reasonable requests for special endorsements, additional limits and coverages, etc., provided these are available to AEI and the Client remunerates AEI for the cost of each.

Limitation of Liability. Under no conditions will AEI be liable to the Client for an amount exceeding the total amount of fees paid by Client to AEI for services performed under this Contract, or \$50,000, whichever is lesser. This limitation shall apply to any and all injuries, damages, losses, expenses, claims, or claims expenses (Attorney's fees and expert witness fees) arising from or related to work performed under this Contract from any cause or causes. This provision is limited to contractual damages.



The parties acknowledge that AEI's Scope of Services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If AEI or any other party encounters a Hazardous Environmental Condition, AEI may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Client: (1) retains appropriate specialist AEIs or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- H. **Dispute Resolution.** Client and AEI agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute has been made in writing. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated by a mediator in the Commonwealth of Kentucky. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Client and AEI and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 Basis of Payment—Lump Sum

- A. Using the procedures set forth in Paragraph 2.01, Client shall pay AEI in accordance with the Fee Arrangement described on Page 1 and as follows:
 - i. The portion of the compensation amount billed monthly for AEI's services will be based upon AEI's estimate of the percentage of the total services actually completed during the billing period.

- 7.02 Additional Services:** For additional services of AEI's employees engaged directly on the Project, Client shall pay AEI an amount equal to the cumulative hours charged to the Project by each class of AEI's employee's times standard hourly rates for each applicable billing class; plus reimbursable expenses and AEI's subconsultant charges, if any. AEI's standard hourly rates are attached as Attachment C.



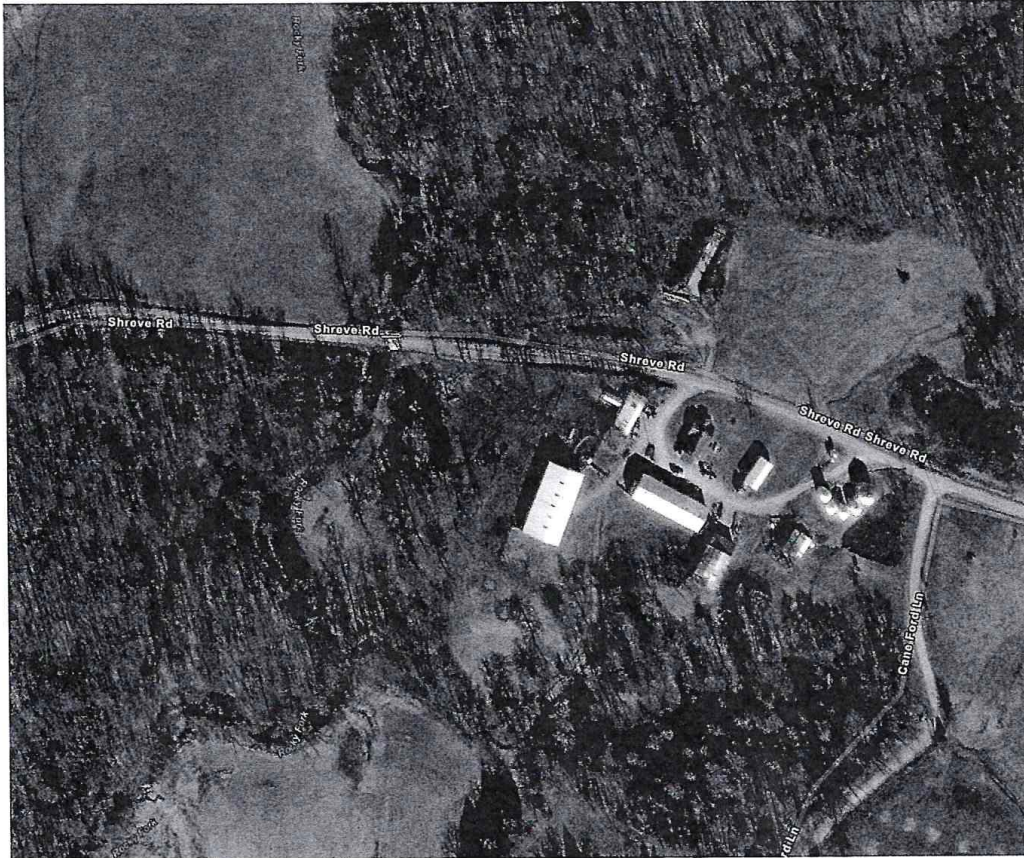
Attachment A: Scope Summary

1. Field Survey to include stream Cross-Sections required to perform HY8 analysis and to provide a topographic survey within 50-ft each side of the existing bridge including within 50-ft of each approach to the bridge and field measure the existing bridge as required to develop an accurate hydraulic model of the existing bridge and proposed bridge.
2. Geotechnical – two (2) rockline soundings to determine depth to bedrock.
3. Perform HY8 analysis (Hec Ras may end up being required by the DOW) using the field survey Cross-Sections, topographic survey, and as-built bridge dimensions to determine existing water surface elevations with and without the existing bridge. The proposed bridge will also be modeled hydraulically in HY8. If the DOW requests the hydraulic modeling to be re-submitted and performed as a HEC-RAS Model, we can perform as additional work scope. We will determine the required bridge opening size as required to be compliant with the KY Division of Water's criteria of a 1-ft maximum rise in the 100-yr water surface as compared to the analysis with no bridge. The bridge is currently shown appearing in FEMA Zone AE.
4. Provide preliminary design and plans with cost estimate for bridge replacement in conjunction with the County's input as follows: Replace Bridge.
5. KY DOW Permit – We will prepare and submit the permit applications as required by the KY Division of Water. This work will include coordination and plan revisions as required to obtain these permits. If the DOW requests hydraulic analysis to be re-submitted as a Hec-Ras Model, we can provide for additional fee.
6. Provide Final Bridge plans. Bridge plans will include plan, profile, and guardrail attachment.
7. Bid and Contract Documents (to be by the County), Advertising (by the County), and Bid Opening review – this work phase will consist of preparing the bid and contract documents on 8 ½"x11" (by the County), email plans and bid documents to qualified bidders (by AEI). Advertising will consist of preparing an Ad describing the project for advertisement in the local newspaper (by the County). Ad fees will be paid by the County. Bid Opening review will consist of reviewing bids for completeness and qualifications of bidders to perform the work (KYTC Prequalified) and provide recommendation of award letter (by AEI).



AMERICAN
ENGINEERS, INC.

Attachment B: Project Location:





AMERICAN
ENGINEERS, INC.

Attachment C:

STANDARD AEI STAFF & FIELD SERVICES RATES
Effective April 27, 2024

HOURLY STAFF RATES

Vice President	\$ 295.00
Senior Project Manager IV	\$ 290.00
Senior Engineer V	\$ 235.00
Business Development Manager III	\$ 200.00
Engineer II	\$ 145.00
Engineer III	\$ 190.00
Engineer IV	\$ 200.00
Engineering Specialist I	\$ 115.00
Engineering Specialist II	\$ 130.00
Engineering Specialist III	\$ 140.00
Project Coordinator CM I	\$ 160.00
Project Manager III	\$ 125.00
Senior CAD Technician V	\$ 80.00
Engineering Technician II	\$ 80.00
Senior Inspector V	\$ 135.00
Inspector I	\$ 75.00
Inspector II	\$ 80.00
Inspector III	\$ 85.00
Inspector IV	\$ 90.00
Geologist I	\$ 85.00
CAD Technician I	\$ 75.00
CAD Technician II	\$ 80.00
CAD Technician III	\$ 85.00
CAD Technician IV	\$ 100.00
Survey Manager	\$ 175.00
2-Man Survey Crew	\$ 200.00
3-Man Survey Crew	\$ 265.00
Surveyor II	\$ 85.00
Surveyor III	\$ 100.00
Senior Surveyor IV	\$ 120.00
Environmental Specialist	\$ 105.00
Landscape Architect I	\$ 90.00
Senior Accountant III	\$ 135.00
Payroll Analyst I	\$ 70.00
Admin Assist I	\$ 70.00
Admin Assist II	\$ 80.00
Proposal Coordinator II	\$ 80.00
Undergraduate Intern	\$ 60.00

MILEAGE

Standard Vehicle	mile	\$ 0.61
Support Vehicle	mile	\$ 1.00
Drill Rig	mile	\$ 5.30

SOIL TESTING

California Bearing Ratio (CBR)	\$ 300.00
Modified Proctor	\$ 250.00
Standard Proctor	\$ 220.00
Unconfined Compression Strength (qu)	\$ 100.00
Consolidation Testing	\$ 700.00
Organic Content	\$ 70.00
Grain Size Analysis	\$ 170.00
Atterberg Limits	\$ 100.00
Natural Moisture Content	\$ 12.00
Resistivity	\$ 75.00
Field Density*	Hourly Rate

AGGREGATES

Gradation	\$ 300.00
Specific Gravity	\$ 115.00
Asphalt Coring	Hourly Rate \$ 275.00
Field Density Test(Nuclear)*	Hourly Rate

CONCRETE

Compressive Strength	Per Cylinder	\$ 23.00
Concrete Cylinders *	Hourly Rate	
Concrete Slump Test*	Hourly Rate	
Air Entrainment*	Hourly Rate	
Concrete Beams*	Hourly Rate	

DRILLING SERVICE

Drill and Crew for Soil Auger		
Borings (w/SPT)	Hourly Rate	\$ 275.00
Rock Coring	Per Foot	\$ 70.00
Rock Coring Setup	Hourly Rate	\$ 200.00
UD 3-in Tube Sampling	Each	\$ 100.00
Dozer Work	Hourly Rate	\$ 160.00
Slab Coring	Hourly Rate	\$ 275.00
Water Truck	Per Mile	\$ 2.50
Lodging & Per Diem	Per Day	\$ 200.00
ER Investigation	Hourly Rate	\$ 275.00
Drilling 0-25'	Per Foot	\$ 25.00
Drilling 25-50'	Per Foot	\$ 30.00
Drilling 50-100'	Per Foot	\$ 35.00

SUBSURFACE UTILITY ENGINEERING

Ground Penetrating Radar	Hourly Rate	\$ 215.00
SUE Level A	Hourly Rate	\$ 275.00
SUE Level B	Hourly Rate	\$ 195.00

GEOSPATIAL

Lecia LIDAR/Scanner	Hourly Rate	\$ 275.00
Microdrone LIDAR	Hourly Rate	\$ 195.00
UAV (Hybrid)	Hourly Rate	\$ 150.00
UAV (Rotor)	Hourly Rate	\$ 100.00
Hydro/Bathymetric (single beam)	Per Day	\$ 285.00
Trimble X7	Hourly Rate	\$ 185.00

*Tech I, II, III, IV dependent upon availability and/or complexity. Additional testing may be available upon request



IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated and on the following page hereof, the day and year first written above.

AEI:

CLIENT:

By

Handwritten signature of Peter Overmohle in black ink.

(Signature)

By

Handwritten signature of David Johnston in black ink.

(Signature)

Name

Peter Overmohle, PE, PTOE, PMP

(Print)

Name

David Johnston

(Print)

Title

VP, Area Manager – KY/OH

Title

Judge Executive

Date

3/5/2025

Date

3-11-25

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