

Ohio County Fiscal Court
July 22, 2025 5:00 PM
Ohio County Community Center
Hartford, KY

Attendance Taken at 5:00 PM:

Present Board Members:

Dale Beavin
Larry Morphew
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 July 8, 2025 Minutes

Motion Passed: Approved Minutes passed with a motion by Jason Bullock and a second by Michael McKenney.

6 Yeas - 0 Nays.

Dale Beavin	Yes
Larry Morphew	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 Dale Beavin and a second by Bo Bennett.

6 Yeas - 0 Nays.

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

IV. 2nd Reading Budget Amendment 2026-1

Motion Passed: approve 2nd reading of Budget Amendment 2026-1 passed with a motion by Larry Morphew and a second by Dale Beavin.

6 Yeas - 0 Nays.

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

V. Transfer of 2024 Delinquent Oil and Limestone Gas Bills to County Clerk

Motion Passed: Acknowledge receipt of Transfer of 2024 delinquent oil and limestone gas bills to county clerk passed with a motion by Jason Bullock and a second by Bo Bennett.

6 Yeas - 0 Nays.

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

VI. Jail Commissary Report for Fiscal Year ending 06/30/2025

Motion Passed: Acknowledge receipt of Jail Commissary Report for Fiscal Year ending 06/30/2025. Report is located in Treasurer's Office passed with a motion by Jason Bullock and a second by Bo Bennett.

6 Yeas - 0 Nays.

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

VII. Resolution 2025-17 CPPP (FD14) Funds

Motion Passed: Approved Resolution for CPPP (FD14) Funds for Beda and Raymond Curry Roads. Authorize Judge Executive to sign all corresponding documents passed with a motion by Jason Bullock and a second by Bo Bennett.

6 Yeas - 0 Nays.

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

VIII. Resolution 2025-18 Ohio County FY26 Flex Funds Project # 19870

Motion Passed: Approved Resolution for Ohio County FY26 Flex Funds Project # 19870. Authorize Judge Executive to sign all corresponding documents passed with a motion by Bo Bennett and a second by Michael McKenney.

6 Yeas - 0 Nays.

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

IX. KYTC Rural And Secondary Presentation - Scott Phelps

IX.A. FY26-27 Recommendations

Motion Passed: Accept recommendations presented by KYTC passed with a motion by Bo Bennett and a second by Jason Bullock.

6 Yeas - 0 Nays.

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

IX.B. Flex Funds

Motion Passed: Approve KYTC Recommendation to keep Flex Funds passed with a motion by Bo Bennett and a second by Michael McKenney.

6 Yeas - 0 Nays.

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

X. Senior Center Personnel

Motion Passed: Approved Senior Center personnel new hire of Paula Bratcher, part-time, at a rate of \$14.40 per hour passed with a motion by David Johnston.

6 Yeas - 0 Nays.

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

XI. Golf Course Personnel

Motion Passed: Approved Golf Course personnel new hire of Paige Brandon, season worker, at a rate of \$14.40 per hour passed with a motion by David Johnston.

6 Yeas - 0 Nays.

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

XII. Committee Reports

Discussion: Jason Bullock: Off Road Vehicle committee, passed out copies of what the state has passed, and details of that. Biodigester. He and the Judge going to Shephardsville July 30 to meet with Judge Jerry Summers and take a tour of a biodigester operation. Jerusalem Ridge. Preparations and planning for the festival are well under way.

Leadership Team meeting discussed housing, the Housing Committee will meet soon.

XIII. Magistrate's Comments and Requests

XIII.A. District 1 - Magistrate Michael McKenney

Discussion: Invited all to attend the Ohio County Fair. Also, suggested changing the next fiscal court meeting to August 11 at 3:30 pm

XIII.B. District 2 - Magistrate Jason Bullock

XIII.C. District 3 - Magistrate Bo Bennett

XIII.D. District 4 - Magistrate Dale Beavin

Discussion: Gave a shout out to North Park for the successful night of fireworks. Roads need attention

XIII.E. District 5 - Magistrate Larry Morphew

Discussion: Stated the need for more workers at the road department. Discussed the biodigester ordinance.

XIV. Citizen's Comments


Discussion: Jennifer Moore, with Illuminare Behavioral Health, located in the community center shared a bit about what they do to help the community.

Chanda Gardner spoke about a project she is starting called "Pay if Forward Ohio County"

XV. Adjournment

Judge Executive

Ohio County Fiscal Court Clerk

	<div>Ohio County</div> <div>Fiscal Court Meeting</div> <div>REGULAR</div> <div>Judge Executive - David Johnston</div>				
Michael McKenney	Jason Bullock	Bo Bennett	Dale Beavin	Larry Morphey	Justin Keown
Magistrate	Magistrate	Magistrate	Magistrate	Magistrate	County
District 1	District 2	District 3	District 4	District 5	Attorney
<div>Ohio County Fiscal Court Meeting</div> <div>July 22, 2025 5:00pm</div> <div>1. Call to Order Prayer and Pledge</div> <div>2. Approve July 8, 2025 Minutes</div> <div>3. Bills, Claims, Payments and Transfers</div> <div>4. 2nd Reading Budget Amendment 2026-1</div> <div>5. Transfer of 2024 Delinquent Oil and Limestone Gas Bills to County Clerk</div> <div>6. Jail Commissary Report for Fiscal Year ending 06/30/2025</div> <div>7. Resolution 2025-17 - CPPP (FD14) Funds</div> <div>8. Resolution 2025-18 - Ohio County FY26 Flex Funds Project # 19870</div> <div>9. KYTC Rural and Secondary Presentation – Scott Phelps</div> <div>10. Closed Session Under KRS 61.810 Chapter 1 Section C & F</div> <div>Return From Closed Session</div> <div>11. Senior Center Personnel</div> <div>12. Golf Course Personnel</div> <div>13. Committee Reports</div> <div>14. Magistrates Comments and Requests</div> <div>15. County Officials Comments and Requests</div> <div>16. Citizens Comments</div> <div>17. Adjournment</div>					

Ordinance: 00020261

OHIO COUNTY FISCAL COURT

Amendment: 00020261

AN ORDINANCE relating to the annual budget and amendment thereof. Whereas Ohio County, Kentucky has realized unbudgeted receipts. Be it ordained by Ohio County of the Commonwealth of Kentucky:

Section One: Current Fiscal Year: 2025-2026

The budget for the Current Fiscal Year is amended to:
Increase / Decrease the receipts of the following fund(s)
to include unbudgeted receipts from:

A. Revenues	Fund	Account	Description	Amount
	General	01-4901- -	GENERAL FUND - SURPLUS FROM PRIOR YEAR	707,964.04
	General	01-4901- -CC	GENERAL FUND SURPLUS TRANSFER ACCOUNT	101.15
	General	01-4901- -FED	GENERAL FUND SURPLUE PRIOR YEAR FEDERA	1,091.85
	General	01-4901- -EMG	GENERAL FUND SURPLUS - EMERGENCY FUND:	705.46
	Road	02-4901- -	ROAD FUND SURPLUS FROM PRIOR YEAR	539,103.56
	L.G.E.A.	04-4901- -	L.G.E.A. FUND - SURPLUS FROM PRIOR YEAR	225,724.51
	Forest Fire	12-4901- -	FOREST FIRE FUND SURPLUS PRIOR YEAR	5,044.33
	LANDFILL	15-4901- -	LANDFILL FUND - SURPLUS FROM PRIOR YEAR	319,579.13
	OCEDA	27-4901- -	O.C.E.D.A. SURPLUS FROM PRIOR YEAR	423,262.44
	OPIOID FUNI	74-4901- -	OPIOID SURPLUS FROM PRIOR YEAR	445,647.74
	EMG SERV	75-4901- -	EMG SERVICES SURPLUS PRIOR YEAR	248,745.72
	ARCH	76-4901- -	ARCH PROGRAM PRIOR YEAR SURPLUS	748,943.23
	CDSF	77-4901- -	CCSF SURPLUS FROM PRIOR YEAR	34,307.99
	WATERLINE	95-4901- -	WATERLINE FUND - SURPLUS FROM PRIOR YE/	61,435.77
Total Amended Revenues				3,761,656.92


B. Approp.	Fund	Account	Description	Amount
	CDSF	77-5010-106-0	CO CLERK RECORDING/STORAGE PAYROLL	34,307.99
	Forest Fire	12-5121-548-0	FOREST FIRE SUPP COST	5,044.33
	OPIOID FUND	74-5310-135-0	ARCH PROGRAM PAYROLL	445,647.74
	General	01-9200-999-0	GENERAL FUND RESERVE FOR TRANSFER	707,964.04
	General	01-9200-999-1	GENERAL FUND - EMERGENCY RESERVES	705.46
	General	01-9200-999-0	GENERAL FUND RESERVE FOR TRANSFER	1,091.85
	General	01-9200-999-0	GENERAL FUND RESERVE FOR TRANSFER	101.15
	Road	02-9200-999-0	ROAD FUND - RESERVE FOR TRANSFERS	539,103.56
	L.G.E.A.	04-9200-999-0	L.G.E.A. FUND - RESERVE FOR TRANSERS	225,724.51
	LANDFILL	15-9200-999-0	LANDFILL FUND - RESERVE FOR TRANSFER	319,579.13
	OCEDA	27-9200-999-0	O.C.E.D.A. - RESERVE FOR TRANSFER	423,262.44
	EMG SERV	75-9200-999-0	EMERGENCY SERVICES - RESERVE FOR TRANS	248,745.72
	ARCH	76-9200-999-0	ARCH PROGRAM RESERVE FOR TRANSFERS	748,943.23
	WATERLINE	95-9200-999-0	WATERLINEFUND - RESERVE FOR TRANSFERS	61,435.77
Total Amended Expenditures				3,761,656.92

Ordinance: 00020261	OHIO COUNTY FISCAL COURT	Amendment: 00020261
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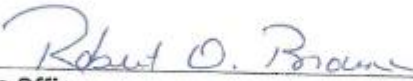
Section Two:

The amounts adjusting the receipt and expenditure accounts in Section One are for governmental purposes.

Approved by the Ohio County Fiscal Court of Kentucky, this day, the 8th day of July, 2025.

Signed 
County Judge/Executive

Approved as to form and classification this the 16th day of July 2025

Signed 
State Local Finance Officer

This budget ordinance amendment was duly adopted by the Ohio County Fiscal Court, Commonwealth of Kentucky, on this the ____ day of _____

Signed _____
County Judge/Executive

RECEIVED
JUL 10 2025
OFFICE OF FM. & A.

7/1/2025	OHIO COUNTY FISCAL COURT	Page 3 of 3
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62A358 (9-22)
Commonwealth of Kentucky
DEPARTMENT OF REVENUE

Receipt for Transferring Delinquent
LSG Property Tax Bills
From the Sheriff to the County Clerk



I, ADAM WRIGHT, Sheriff of OHIO County, do
name of sheriff name of county
hereby certify that the 20 24 delinquent ^{LSG} property tax bill lists (Revenue Form 62A359 and 62A362)
have been prepared and the number of outstanding tax bills due is 3.
number of bills
In accordance with KRS 134.122, all delinquent tax bills are hereby transferred to
the OHIO County Clerk as of JULY 15, 2025.
name of county date of transfer

I further certify that the total amount due on the delinquent ^{LSG} property tax bills, including
all penalties and fees at the time of transfer, is \$ 410.98 signed and acknowledged
this 15 day of JULY, 20 25.
amount of delinquencies


signature of sheriff OHIO County Sheriff
name of county

I, BESS RALPH, County Clerk of OHIO County, hereby
name of county clerk name of county
acknowledge the receipt of 3 delinquent ^{LSG} property tax bills for the 20 24 tax
number of bills
year. I further acknowledge that the total amount due, including all penalties and fees at the time of
transfer, for these tax bills is \$ 410.98 as of JULY 15, 2025.
amount of delinquencies date of transfer


signature of county clerk Ohio County Clerk
name of county

62A358 (9-22)
Commonwealth of Kentucky
DEPARTMENT OF REVENUE

Receipt for Transferring Delinquent
oil Property Tax Bills
From the Sheriff to the County Clerk



I, ADAM WRIGHT, Sheriff of OHIO County, do
name of sheriff name of county
hereby certify that the 2024 delinquent ~~property~~ ^{oil} tax bill lists (Revenue Form 62A359 and 62A362)
have been prepared and the number of outstanding tax bills due is 53.
number of bills
In accordance with KRS 134.122, all delinquent tax bills are hereby transferred to
the OHIO County Clerk as of JULY 15, 2025.
name of county date of transfer

I further certify that the total amount due on the delinquent ~~property~~ ^{oil} tax bills, including
all penalties and fees at the time of transfer, is \$ 8,211.75 signed and acknowledged
this 15 day of JULY, 2024.
amount of delinquencies


signature of sheriff

OHIO County Sheriff
name of county

I, BESS RALPH, County Clerk of OHIO County, hereby
name of county clerk name of county
acknowledge the receipt of 53 delinquent ~~property~~ ^{oil} tax bills for the 2024 tax
number of bills
year. I further acknowledge that the total amount due, including all penalties and fees at the time of
transfer, for these tax bills is \$ 8,211.75 as of JULY 15, 2025.
amount of delinquencies date of transfer


signature of county clerk

OHIO County Clerk
name of county

OHIO COUNTY FISCAL COURT
RESOLUTION 2025-17

Resolution adopting and approving the execution of a Memorandum of Agreement between the Ohio County Fiscal Court and the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways for in the amount of \$412,000.00 for the CPPP (FD14) Funds Project, (Resurfacing Beda Road and Raymond Curry Road), and

Be it resolved by the Fiscal Court that: The Fiscal Court does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in said Agreement and does hereby accept the funds provided in said Agreement and by such acceptance agrees to all the terms and conditions therein stated; and

The Judge/Executive of the County is hereby authorized and directed to sign said Agreement as set forth on behalf of the Fiscal Court of Ohio County, and the Fiscal Court Clerk of Ohio County is hereby authorized and directed to certify thereto.

COMMONWEALTH OF KENTUCKY, (COUNTY NAME)

I, Sonja Davis, Fiscal Court Clerk of Ohio County, certify that the foregoing is a true copy of the Order above, given under my hand and seal of office this the 22 day of July, 2025.

PRINTED NAME Sonja Davis

SIGNED NAME Sonja Davis

FISCAL COURT CLERK OF OHIO COUNTY

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COUNTY OF OHIO
BEDA ROAD
RAYMOND CURRY ROAD
\$412,000 – CPPP (FD14) FUNDS

AGREEMENT BETWEEN
COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
AND THE
COUNTY OF OHIO

THIS AGREEMENT, entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways, hereinafter referred to as the “Department,” and County of Ohio, 130 East Washington Street, Suite 209, Hartford, KY 42347, hereinafter referred to as the Local Public Agency (“LPA”).

WITNESSETH:

WHEREAS, the parties hereto desire to resurface Beda Road and Raymond Curry Road in Ohio County, which shall hereinafter be referred to as the “Project;”

WHEREAS, the LPA desires to be the lead agency and perform this Project to enhance the safety and reliability of roadway connections for the commuting public;

WHEREAS, the LPA shall refer to the applicable state requirements listed in the Project Development Guide for Local Public Agencies and any future revisions for assistance in complying with this Agreement;

WHEREAS, the LPA has asked the Department for funding assistance for costs incurred during this Project;

WHEREAS, the General Assembly has determined this is a worthwhile Project and has authorized reimbursement to the LPA by the Department in HJR 46 up to \$412,000 in County Priority Projects Funding (FD14) for the completion of this Project, and

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COUNTY OF OHIO
BEDA ROAD
RAYMOND CURRY ROAD
\$412,000 – CPPP (FD14) FUNDS

WHEREAS, any cost in excess of the reimbursement funding (\$412,000) for this Project will be the responsibility of the LPA.

NOW, THEREFORE, in consideration of these premises and the mutual covenants contained herein, the parties hereby agree as follows:

1. The Department agrees to reimburse the LPA up to \$412,000 for completion of work by the LPA, or consultants, contractors, or subcontractors hired by the LPA, under the obligations of this Agreement for resurfacing the following county roads:
 - Beda Road (CR 1379) from US 231 extending northwesterly to Milepoint 3.188 for approximately 3.188 miles.
 - Raymond Curry Road (CR 1399) from KY 136 extending southerly to Milepoint 0.901 for approximately 0.901 mile.

This Project is designed to enhance the reliability of the highway network and safety for motorists in the area providing safe connections. Any ineligible costs or costs in excess of \$412,000 are the responsibility of the LPA. The LPA further agrees that they will require, in perpetuity, the placement of a culvert or road tile, for any new entrance constructed, that effects the drainage area, surrounding any of the roads listed in this agreement. The manner as to the implementation of this requirement, shall be at the discretion of the LPA.

2. The Department has authorized up to \$412,000 in County Priority Projects Funding (FD14) for all eligible expenses for this Project. This funding shall be made available for reimbursement to the LPA for all eligible expenses to the Project. The LPA shall be responsible for all eligible costs above the \$412,000 as well as any costs deemed ineligible for reimbursement from this Project. Any additional funding obligated for the completion of this Project shall be evidenced in writing by both parties with a Supplemental Agreement.

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COUNTY OF OHIO
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3. This Agreement is contingent upon the continued availability of appropriated funding. If the funding appropriated for the Project becomes unavailable for any reason including: the Kentucky General Assembly's failure to appropriate the funding, by operation of law or as the result of a reduction in funding, further reimbursement of Project expenditures may be denied, the Project may be cancelled, the timeline extended or the scope amended by the Department either in whole or in part without penalty. Denial of further reimbursement, Project cancellation, extension or amendment because of an interruption in the appropriated funding is not a default or breach of this Agreement by the Department nor may such denial, cancellation, extension or amendment give rise to any claim against the Department.
4. The effective date of this Agreement is the date of signature by the Secretary of the Transportation Cabinet. The Term of Eligible Reimbursement under this Agreement shall be three (3) years from the date of its execution unless extended or amended by written Agreement in accordance with the provisions of KRS 45A. Any and all funding obligated for any phase of this Project shall be available to reimburse the LPA for eligible work activities completed and costs incurred prior to expiration.
5. The LPA shall follow state specifications for each necessary phase of this Project. The LPA shall adhere to all state regulations, including KRS 45A, KRS 176, KRS 177, and all terms of this Agreement for activities related to this Project as lead agency. The LPA will obtain any required permits, licenses or easements required to initiate, perform, and complete work and provide documentation to the Department's District 2 Office in Madisonville. In addition, the LPA is responsible to meet all other requirements and adhere to all regulations necessary to qualify for the receipt of these state funds. Concurrence must be obtained by the LPA through the Department's District 2 Chief District Engineer in Madisonville prior to the awarding of any contract for work or materials to be used on this Project.
6. Should the Project require any design services, the LPA agrees to use only licensed consultants who are pre-qualified to do work for the Department or to use a licensed

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Professional Engineer registered in the Commonwealth of Kentucky that demonstrates sufficient experience and knowledge in the type of work and receives the approval of the Department's District 2 Chief District Engineer in Madisonville. The LPA shall be responsible for all Project design activities, which may be completed either by the LPA's staff or a consultant that is to be selected based on qualifications. All design work to be contracted must comply with all legal advertisement and selection requirements including, but not limited to, the Model Procurement Code provisions of KRS 45A and KRS 424. The LPA shall submit and obtain concurrences to the Department's District 2 Chief District Engineer in Madisonville final design plans, specifications, and a total estimate prior to any construction. When applicable, the LPA must obtain any necessary permits or easements to allow for work to be accomplished on this Project and adhere to the Uniform Relocation Assistance (URA) and Real Property Acquisitions Policies Act.

7. Should the Project require the acquisition of any interest in real property by the LPA, the LPA shall ensure that all real property acquisition, relocation assistance, and property management are completed in a fair, equitable and approved manner consistent with all state laws and regulations governing the acquisition of real property for public use using highway funding. In all real property acquisitions, concurrence must be obtained through the Department's Division of Right of Way and Utilities and shall be subject to review and approval by the Department.
8. The LPA must obtain encroachment permits to allow for work to be accomplished on state owned right-of-way from the Department's District 2 Office in Madisonville. The LPA acknowledges that the Department will require the placement of a restrictive easement approved by and in favor of the Department in the chain of title of any real property acquired or improved pursuant to the Project. If the owner of any real property acquired or improved pursuant to the Project is not the Department or the LPA, the owner shall sign and be made a party to this Agreement and the owner hereby acknowledges, covenants and consents to the placement of a restrictive easement for perpetual maintenance of the property acquired or

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COUNTY OF OHIO
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improved pursuant to the **Project** in the chain of title in favor of the **Department** prior to final reimbursement by the **Department**.

9. The **LPA** shall either adopt in writing the **Department's** written Policies and Procedures for Right of Way Acquisition and Relocation Assistance or present its own written Policies and Procedures for approval by the **Department's** Division of Right of Way and Utilities. The **LPA** shall conduct all appraisals and appraisal reviews using personnel meeting the **Department's** minimum qualifications and listed on the **Department's** pre-qualified appraiser and reviewer list. If the **LPA** chooses to use an acquisition consultant on all or any portion of the **Project**, the selection of the consultant shall be in accordance with the **Department's** Division of Right of Way Guidance Manual. All appraisals must be reviewed and approved by the **Department's** Central Office review appraisers, failure to do so will result in the **Project** being ineligible for funding reimbursement. The **LPA** shall provide property management in accordance with approved procedures and be responsible for the abatement of any asbestos containing materials and removal of contaminated soils pursuant to applicable state laws and regulations. The **LPA** shall provide the **Department** necessary assurance that all real property has been acquired and all displaced individuals, businesses, non-profit organizations and farms have been offered relocation assistance according to applicable state laws and regulations. The **LPA** shall provide the **Department** necessary documentation for review and approval at various stages of the acquisition process, as described in the **Department's** Right of Way Guidance Manual.
10. When conducting a utility relocation, KRS 177.035 and KRS 179.265 determine the necessity of payment for utility companies. Identification of utility or railroad facilities in conflict with the **Project**, the execution of a remedy for said conflict and oversight of the execution, and all work related to the **Project** shall be done in accordance with the Cabinet's Standards, Specifications, Standard Drawings, and Utilities and Rails Manual. Utility relocations shall be designed by the utility company and shown on the **Project's** survey and general plan sheets. The impacted utility company, with its regular construction or maintenance personnel, and/or

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with an approved contractor or subcontractor, will furnish all engineering, administration, labor, and materials to make and complete all necessary adjustments of its facilities to accommodate the Project. Correspondence pertaining to utility or railroad coordination must be provided to both contracted parties. If a conflict of interest arises between the obligated party and a utility company, the unobligated party shall intercede to provide the utility coordination. The completed relocation shall be inspected to document the proper installation of the facilities. Upon full execution of the utility relocation for the Project, three (3) sets of as-built plans for each utility company that completes facility relocation on the project prior to the construction letting, a utility impact note defining the utilities identified in the Project, relocations that have been performed, incomplete relocations, and completion schedules for the incomplete work must be provided.

11. State construction criteria for the type of work shall be followed, including but not limited to the Department's Highway Design Manual, the Department's Standard Drawings, the Department's Standard Specifications for Road and Bridge Construction, the Department's Drainage Manual, the Department's Structural Design Manual, the American Association of State Highway Transportation Officials' (AASHTO) "Policy on Geometric Design of Highways and Streets," and the FHWA Manual on Uniform Traffic Control Devices (MUTCD). All work performed shall be in accordance with the Department's Standard Specifications for Road and Bridge Construction, current edition, and as provided in Subsection 105.01 of said Specifications. All materials furnished shall be in accordance with Subsection 106 of said Specifications to include all Department List of Approved Materials. These standards, specifications, and criteria are incorporated in this Agreement by this reference.
12. The LPA agrees to use only licensed contractors and subcontractors who are pre-qualified to do work for the Department for any necessary construction services. The LPA shall be responsible for all Project construction activities, which may be completed either by the LPA's staff or through the advertisement, opening of bids, selection, and contracting for

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contractor services in accordance with the Model Procurement Code provisions of KRS 45A and KRS 424. Specific requirements defined within KRS 45A require that the award be made to the lowest responsive bidder meeting the criteria of responsibility established by the Department. The contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded. The contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. The LPA must receive Department approval for all change orders and shall have approval of the appropriate governing authority, but shall not increase the funding obligated to the LPA as a result of this Agreement.

13. The contractor represents that, pursuant to KRS 45A.485, they and any subcontractor performing work under the contract will be in continuous compliance with the KRS chapters listed below and have revealed to the Commonwealth any violation determinations within the previous five (5) years:

KRS Chapter 136 (CORPORATION AND UTILITY TAXES)

KRS Chapter 139 (SALES AND USE TAXES)

KRS Chapter 141 (INCOME TAXES)

KRS Chapter 337 (WAGES AND HOURS)

KRS Chapter 338 (OCCUPATIONAL SAFETY AND HEALTH OF EMPLOYEES)

KRS Chapter 341 (UNEMPLOYMENT COMPENSATION)

KRS Chapter 342 (WORKERS COMPENSATION)

The contractor represents that, pursuant to KRS 45A.607, they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. Note:

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The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

The contractor represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in KRS 11A.236 during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

The contractor further represents that, pursuant to KRS 45A.328, they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

14. The Equal Employment Opportunity Act of 1978 (the "Act"), KRS 45.560 to 45.640, applies to all State government contracts or subcontracts in an amount exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin or.
- (b) The Contractor shall take affirmative action in regard to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, and national origin. Such action shall include, but not be limited to the following:
- (c) The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for

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COUNTY OF OHIO
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employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.

- (d) The Contractor shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause.

The Contractor shall send a notice to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding advising the said labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause.

The Contractor's noncompliance with the nondiscrimination clauses of this contract shall constitute a material breach of the contract.

Each Contractor shall, for the length of the contract or at the point at which the contract is covered by this Act and until its conclusion, furnish such information as required by the Act and any rules, regulations and orders issued pursuant thereto and permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the Cabinet to ascertain compliance with the Act.

This section applies to agreements disbursing federal funds, in whole or part, only when the terms for receiving those funds mandate its inclusion.

15. The LPA shall be responsible for all aspects of administration, measuring, testing, and inspections to ensure the materials and work meets the Department's specifications of the construction contract. This includes providing daily, on-site inspection of the contractor's work activities and processing all of the paperwork associated with the construction contract, including any change orders. The Department shall have access to the Project area and may conduct field reviews of the Project at any time. These field reviews are intended to verify status of the Project, performance of the contractor, adequacy of the LPA oversight, conformance with all laws, regulations, and policies and provide assistance to the LPA as may be necessary.

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16. The LPA may submit to the Department's District 2 Office in Madisonville current billings reflecting the actual cost of work incurred during any given work period, which will be paid within a reasonable time after receipt by the Department; however, in no event is the LPA to submit billings for work performed for less than a thirty (30) day period. All charges to the Project shall be supported by properly executed invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charge. The Department may require additional documentation at their discretion.
17. The LPA is responsible for ensuring that all Project construction activities have been completed and are responsible for providing all of the necessary paperwork as required by the construction contract. The LPA will conduct a field inspection to verify completion of the work in conformance with the Agreement. This documentation must be provided to the Department's District 2 Chief District Engineer in Madisonville prior to final payment of the Project. When both the LPA and the Department accept the field work as complete, the LPA's project manager shall certify the Project was constructed in accordance with the plans and specifications and that all funding authorized on this Project has been used to reimburse for materials, equipment, or labor as intended and at the location agreed herein by both parties. Upon receipt of the Department's Final Acceptance Report, the LPA will issue the final payment to the contractor with an official Release of Contractor form for signature. Within 30 days, the LPA shall provide the Department with a copy of the official Release of Contractor form, as well as proof of payment, which includes cancelled checks.
18. The LPA is responsible for ensuring that vendors shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

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19. This Agreement and the maintenance responsibilities herein shall survive in perpetuity the cancellation or termination of all or any portion of the **Project**, and shall survive the completion of and acceptance of the **Project**. To protect the public interest and maintain the original intent, the **LPA** agrees to maintain in an acceptable condition all facilities improved by the **Project** to the condition existing at the time of the Final Acceptance Report in perpetuity. In the event that the **Project** improvements are not maintained as a public facility, the **LPA** shall reimburse the **Department** for all costs incurred and for all funding expended pursuant to the **Project**, including any applicable interest.
20. The **LPA** shall maintain for a period of three (3) years all records of materials, equipment, and labor costs involved in the performance of work of said **Project**. In order to obtain reimbursement from the **Department** for constructing said **Project**, the **LPA** shall submit to the **Department's** District 2 Office in Madisonville documented invoices of materials, equipment, and labor used on the **Project**, including certification that the work was accomplished on a publicly maintained facility.
21. No member, officer, or employee of the **Department** or the **LPA** during his tenure or for one (1) year thereafter shall have any financial interest, direct or indirect, in this Agreement or the proceeds thereof as identified in KRS 45A.340. The **Department** and the **LPA** shall comply with the requirements of the Executive Branch Code of Ethics KRS Chapter 11A. The **LPA** warrants that no person, elected official, selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. No member, officer, or employee of the **Department** or **LPA** shall collude or lobby on behalf of this **Project** without penalty, including but not limited to suspension or debarment.
22. To the extent permitted by law, the **LPA** shall indemnify and hold harmless the **Department** and all of its officers, agents, and employees from all suits, actions, or claims of any character arising from any injuries, payments or damages received or claimed by any person, persons,

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or property resulting from implementation of any phase of the Project or occurring on or near the Project site.

23. Either party may cancel the contract at any time for cause or may cancel without cause on 30 days written notice.
- a. The Department reserves the right to cancel all reimbursements under this Agreement at any time deemed to be in the best interest of the Department by giving thirty (30) days written notice of such cancellation to the LPA. If reimbursement under this Agreement is canceled under this section by reason other than violation of this Agreement or any applicable law by the LPA, its agents, employees and contractors, the Department shall reimburse the LPA according to the terms hereof for all expenses incurred under this Agreement to the date of such cancellation of reimbursement.
 - b. The LPA may seek to cancel its obligations under this Agreement at any time deemed to be in the best interest of the LPA by giving thirty (30) days written notice of such request to the Department. If the Department agrees to allow the LPA to cancel the Project or cancel its obligations under this Agreement, the LPA shall reimburse the Department for all funding reimbursements made under this Agreement.
 - c. Any dispute concerning a question of fact in connection with the work not disposed of by Agreement between the LPA and the Department shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final. Any proposed change or extension to this Agreement shall be at the mutual consent of the LPA and the Department and be evidenced in writing.
24. The Kentucky General Assembly may allow for a reduction in a contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the contract will be reduced by the amount specified in that document.

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25. The Department certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The LPA hereby acknowledges it is responsible to inform any entity it intends to hire or use as a contractor, as defined in KRS 45A.030(9), that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

26. KRS 45A.485 requires the LPA to certify that all contractors shall reveal to the Department, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

The LPA shall certify that all contractors agree to be in continuous compliance with the provisions of those statutes which apply to the contractor's operations. Failure to reveal a final determination or failure to comply with the above statutes for the duration of the contract shall be grounds for the LPA's cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

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To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

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

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

27. It is understood and agreed by these parties that if any part of this contract is held by the courts to be illegal or in conflict with any law of the Commonwealth of Kentucky, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.
28. The LPA will pass a resolution authorizing the Judge Executive to sign this Agreement on behalf of the LPA. An acceptable Resolution shall contain the project name, description, amount of funds being provided and an acknowledgement that the LPA agrees to ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Agreement. Furthermore, by accepting the funds the LPA agrees to all terms and conditions stated in the Agreement. A copy of that resolution shall be attached to and made a part of this Agreement.

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IN WITNESS WHEREOF, the parties have caused these presents to be executed by their officers thereunto duly authorized.

OHIO COUNTY

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET



David Johnston
Judge Executive

Jim Gray
Secretary

DATE: _____

DATE: _____

APPROVED AS TO FORM & LEGALITY

Signed by:


D084574F0F694A0

Todd Shipp
Office of Legal Services

DATE: 7/7/2025

R E S O L U T I O N

Fiscal Court of OHIO County

Resolution adopting and approving the execution of a Rural Secondary Program Agreement between the Fiscal Court and the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid, and accepting all roads and streets referred to therein as being a part of the County Road System.

Be it resolved by the Fiscal Court that:

The Fiscal Court does hereby certify that all roads and streets referred to in said Agreement are county roads as defined in KRS 178.010(1)(b); and

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

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

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

<u>AYES</u>	<u>NAYS</u>
<u>Michael P. McKenna</u>	_____
<u>Jimmy</u>	_____
<u>Bob</u>	_____
<u>Dan</u>	_____
<u>Dale Beavin</u>	_____
<u>Larry M. Opler</u>	_____

COMMONWEALTH OF KENTUCKY):
OHIO COUNTY

I, Bess I. Ralph, County Clerk of
OHIO County certify that the foregoing is a true copy of the
Order above. Given under my hand and seal of office this the
22 day of July, 2025.

SIGNED Bess I. Ralph

CLERK OF OHIO COUNTY

OHIO COUNTY
BIT. RESURFACING
ON VARIOUS COUNTY ROADS
\$391,285 – CB06 FLEX FUNDS

AGREEMENT BETWEEN
COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
DEPARTMENT OF RURAL AND MUNICIPAL AID
AND
OHIO COUNTY

THIS AGREEMENT, entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid, hereinafter referred to as the “Department” and the OHIO COUNTY Fiscal Court, hereinafter referred to as the “County.”

WITNESSETH:

WHEREAS, it would be to the benefit of the traveling public to perform bituminous resurfacing with hot mix asphalt on various county roads (see authorized locations attachment), which shall hereinafter be referred to as the “Project”; and

WHEREAS, the County has expressed its desire to perform the work for the aforementioned Project and to be responsible for all phases of the Project;

NOW THEREFORE, in consideration of these premises and the mutual covenants contained herein, the parties hereby agree as follows:

1. The Department shall be responsible for providing Rural Secondary funding in an amount not to exceed \$391,285 for the reimbursement of the abovementioned Project.
2. If the Project is performed by Contract, the County shall employ only contractors prequalified by the Kentucky Transportation Cabinet for the work items included in the Project and shall comply with all legal bidding requirements including, but not limited to, the provisions of KRS 45A and 424. Concurrence must be obtained by the County through the District 2 Chief District Engineer in Madisonville, KY, prior to the awarding of any contract for work or materials to be used on this Project.

OHIO COUNTY
BIT. RESURFACING
ON VARIOUS COUNTY ROADS
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3. The County shall cause the Project to be constructed to a level which meets applicable county road and bridge standards (all bridges will be required to meet or exceed an H-20 loading); *approval from Bridge Preservation Branch of Division of Maintenance MUST BE OBTAINED before ANY additional load is added to any inventoried structure.* Furthermore, all materials paid for by the Department used on, or incorporated into, the Project shall meet the requirements specified in the Highway Department's Specifications for Road and Bridge Construction, current edition of State Specifications guidelines. The County will obtain any required permits or approval of plans for work to be accomplished on state-owned right-of-way from the Cabinet's District 2 Office in Madisonville, KY. The County hereby agrees to put forth a reasonable effort to do maintenance on roads listed herein prior to bituminous surface being applied. Maintenance being defined but not limited to proper ditching, cleaning or replacement of clogged or deficient drain tiles, proper shouldering, surface preparation, and any other obvious maintenance the road may need. In accordance with, Kentucky Revised Statutes (KRS) §179.380 and 603 Kentucky Administrative Regulation (KAR) §1:020, The County further agrees that placement of a culvert or road tile shall be required for any new entrance constructed that affects the drainage area surrounding any of the roads listed in the agreement. The manner as to the implementation of this requirement shall be at the discretion of the County as permitted by State or Federal law. The minimum thickness of any bituminous surface applied shall be one inch.
4. The County shall indemnify and hold harmless the Department and all of its officers, agents, and employees from all suits, actions, or claims of any character because of any injuries or damages received by any person, persons, or property resulting from construction of the Project.
5. The Department shall reimburse the County up to \$391,285 for completion of work by the County under the obligations of this agreement, which shall represent the total obligation of the Department.
6. The County agrees to be responsible for all cost above \$391,285 however, the County shall not be required to expend any more than \$391,285.

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7. The effective date of this Agreement is the date of signature by the Secretary of the Transportation Cabinet.
The Term of Eligible Reimbursement under this Agreement shall be three (3) years from the date of its execution unless extended or amended by written Agreement in accordance with the provisions of KRS 45A. Any and all funding obligated for any phase of this Project shall be available to reimburse the County for eligible work activities completed and costs incurred prior to expiration.
8. The County shall maintain for a period of three (3) years, after the Rural Secondary Office within the Department issues a project close date, all records of material, equipment, and labor costs involved in the performance of the work for the Project. These records may be subject to audit by the Transportation Cabinet. In order to obtain reimbursement from the Department for the Project, the County shall submit to the Office of Rural and Secondary Roads documented invoices of materials, equipment, and labor used on the Project, including certification that the work was accomplished on a publicly maintained facility in accordance with this agreement.
9. The County may submit current billing reflecting the actual cost of the project during any given work period. This bill should indicate if it is for partial payment or final payment. The current billings will be paid within a reasonable time after receipt of same by the Department; however, in no event is the County to submit billings for work performed for less than a thirty-day (30) period.
10. The Department reserves the right to inspect the methods used in order to perform the work necessary to successfully complete the Project and also reserves the right to cease all work commenced under the terms of this agreement at any time.
11. The County will pass the attached Resolution and a copy of that resolution shall be attached to and made a part of this Agreement.

**OHIO COUNTY
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**MOA/PSC Exception Standard Terms and Conditions
Revised June 2025**

Whereas, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and

Whereas, the second party, the Contractor, is available and qualified to perform such function; and

Whereas, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

NOW THEREFORE, the following terms and conditions are applicable to this contract:

1.00 Effective Date

This contract is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee ("LRC"). However, in accordance with KRS 45A.700, contracts in aggregate amounts of \$10,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

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

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

2.00 LRC Policies

This section does not apply to governmental or quasi-governmental entities.

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage (<https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html>) and would impact any contract established under KRS 45A.690 et seq., where applicable.

3.00 Choice of Law and Forum

This section does not apply to governmental or quasi-governmental entities.

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

4.00 EEO Requirements

This section does not apply to governmental or quasi-governmental entities.

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

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5.00 Cancellation

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

6.00 Funding Out Provision

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

7.00 Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

8.00 Authorized to do Business in Kentucky

This section does not apply to governmental or quasi-governmental entities.

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

Registration with the Secretary of State by a Foreign Entity

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.

Businesses can register with the Secretary of State at <https://onestop.ky.gov/Pages/default.aspx>

9.00 Invoices for fees

This section does not apply to governmental or quasi-governmental entities.

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

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10.00 Travel expenses, if authorized

This section does not apply to governmental or quasi-governmental entities.

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

11.00 Other expenses, if authorized herein

This section does not apply to governmental or quasi-governmental entities.

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

12.00 Purchasing and specifications

This section does not apply to governmental or quasi-governmental entities.

The Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he/she" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he/she" is construed to mean any person with an interest therein.

13.00 Conflict-of-interest laws and principles

This section does not apply to governmental or quasi-governmental entities.

The Contractor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

14.00 Campaign finance

This section does not apply to governmental or quasi-governmental entities.

The Contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

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15.00 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

16.00 Social security

This section does not apply to governmental or quasi-governmental entities.

The parties are cognizant that the state is not liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

Any exceptions to this stipulation require an attachment or exhibit that explicitly addresses, and provides a basis for, payment of second party's social security contributions by the state, pursuant to 42 U.S. Code, section 418.

17.00 Violation of tax and employment laws

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

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

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

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

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

OHIO COUNTY
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18.00 Discrimination

The Equal Employment Opportunity Act of 1978 (the "Act"), KRS 45.560 to 45.640, applies to all State government contracts or subcontracts in an amount exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin or.
- (b) The Contractor shall take affirmative action in regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, and national origin. Such action shall include, but not be limited to the following:
- (c) The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.
- (d) The Contractor shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause.

The Contractor shall send a notice to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding advising the said labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause.

The Contractor's noncompliance with the nondiscrimination clauses of this contract shall constitute a material breach of the contract.

Each Contractor shall, for the length of the contract or at the point at which the contract is covered by this Act and until its conclusion, furnish such information as required by the Act and any rules, regulations and orders issued pursuant thereto and permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the Cabinet to ascertain compliance with the Act.

This section applies to agreements disbursing federal funds, in whole or part, only when the terms for receiving those funds mandate its inclusion.

19.00 Bidder, Offeror, or Contractor Mandatory Representations Compliance with Commonwealth Law

The contractor represents that, pursuant to [KRS 45A.485](#), they and any subcontractor performing work under the contract will be in continuous compliance with the KRS chapters listed below and have revealed to the Commonwealth any violation determinations within the previous five (5) years:

[KRS Chapter 136](#) (CORPORATION AND UTILITY TAXES)
[KRS Chapter 139](#) (SALES AND USE TAXES)
[KRS Chapter 141](#) (INCOME TAXES)
[KRS Chapter 337](#) (WAGES AND HOURS)
[KRS Chapter 338](#) (OCCUPATIONAL SAFETY AND HEALTH OF EMPLOYEES)
[KRS Chapter 341](#) (UNEMPLOYMENT COMPENSATION)
[KRS Chapter 342](#) (WORKERS' COMPENSATION)

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Boycott Provisions

The contractor represents that, pursuant to [KRS 45A.607](#), they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. Note: The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

Lobbying Prohibitions

The contractor represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in [KRS 11A.236](#) during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

The contractor further represents that, pursuant to [KRS 45A.328](#), they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

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IN WITNESS WHEREOF, the parties have caused this agreement to be executed by its officers, thereunto duly authorized.

OHIO COUNTY FISCAL COURT

By: 
COUNTY JUDGE/EXECUTIVE

Date: 2-22-25

TRANSPORTATION CABINET USE:

APPROVED AS TO FORM AND LEGALITY:

By: _____
OFFICE OF LEGAL SERVICES

Date: _____

TRANSPORTATION CABINET
DEPARTMENT OF RURAL AND MUNICIPAL AID

By: _____
DEPARTMENT COMMISSIONER

Date: _____

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

By: _____
CABINET SECRETARY

Date: _____

Ohio Co FY26 FLEX Project# 19870 - \$391,285

AUTHORIZATION LOCATION						
ITEM NUMBER	COUNTY	DIST	FACILITY NAME	ROUTE	LENGTH	SCOPE
1	Ohio	2	BEND LN (CR 1359)	CR 1359	0.360 - 0.860 (0.500 MI)	BIT. RESURFACING - FROM HOOPEE HILL RD (CR 1356), EAST 0.360 MILES (MP), EXTENDING NORTHEAST TO ENDING MP 0.86.
1	Ohio	2	CHANDLE LOOP (CR 1309)	CR 1309	0.000 - 0.696 (0.696 MI)	BIT. RESURFACING - FROM KY 85 JUNCTION (0.00 MP), EXTENDING NORTH TO KY 85 AT MP 0.696.
1	Ohio	2	FLINT SPRINGS RD (CR 1164)	CR 1164	4.435 - 5.685 (1.250)	BIT. RESURFACING - FROM ROB ROY RD (CR 1172), EAST 1.250 MILES (4.435 MP), EXTENDING WEST TO ROB ROY RD (CR 1172) AT ENDING MP 5.685.
1	Ohio	2	KRONOS LOOP (CR 1298)	CR 1298	0.000 - 0.404 (0.404 MI)	BIT. RESURFACING - FROM KY 69 JUNCTION (0.00 MP), EXTENDING SOUTHEAST TO ENDING MP 0.404.
1	Ohio	2	MORGANTOWN RD (CR 1071)	CR 1071	1.606 - 2.856 (1.250 MI)	BIT. RESURFACING - FROM CARTER RD (CR 1069), NORTHWEST 0.972 MILES (1.606 MP), EXTENDING NORTHWEST TO OHIO / DAVIESS CO LINE AT MP 2.856.

FY2026

Rural Secondary Program

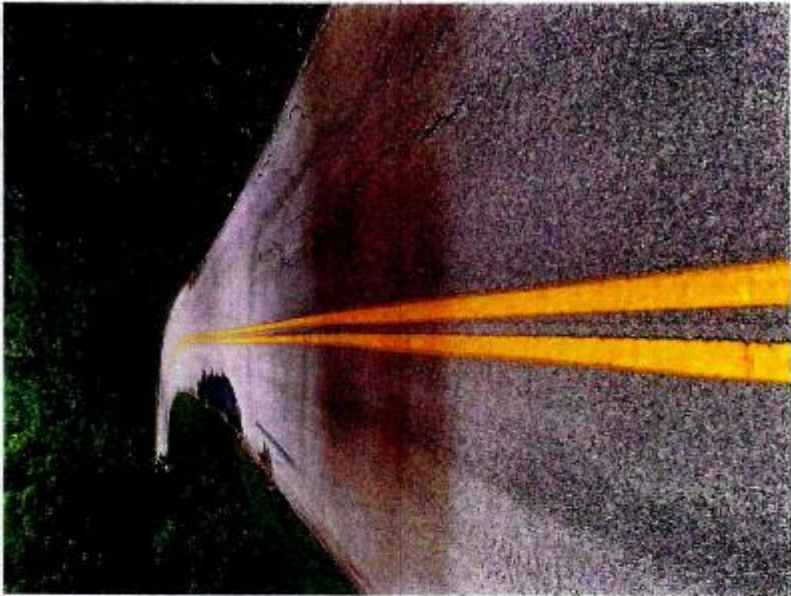
Funding

- Total: \$1,419,291
- Flex Funds(20%): \$391,285
- State Funds: \$1,028,006

Recommendation #1

KY878

Asphalt Resurfacing
KY1543 to County Line
2.877 MM – 7.485 MM
Cost: \$450,000



Recommendation #2

KY369

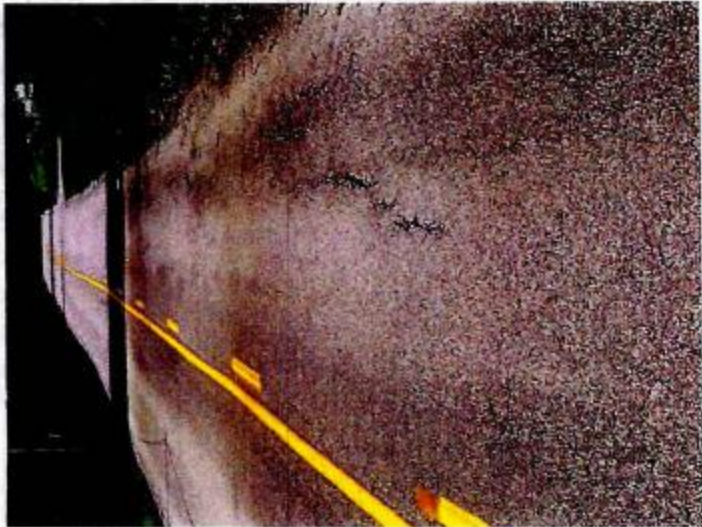
Resurfacing

Ferry to K1 Road

0.00MM – 3.14MM

Distance: 3.14 Miles

Cost: \$420,000



Remaining Funds

Replace Culverts on Rural Secondary Routes & Base Failure Repairs

- \$158,006 Remaining
- Average cost of culvert replacement \$18,000

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