

COMMONWEALTH OF KENTUCKY
FRANKLIN CIRCUIT COURT
DIVISION _____
NO. 18-CI- _____

LINCOLN TRAIL AREA DEVELOPMENT DISTRICT; and

PLAINTIFFS

BARREN RIVER AREA DEVELOPMENT DISTRICT; and

BLUEGRASS AREA DEVELOPMENT DISTRICT; and

KENTUCKIANA REGIONAL PLANNING & DEVELOPMENT
AGENCY AREA DEVELOPMENT DISTRICT; and

NORTHERN KENTUCKY AREA DEVELOPMENT DISTRICT; and

PENNYRILE AREA DEVELOPMENT DISTRICT; and

PURCHASE AREA DEVELOPMENT DISTRICT

v.

VERIFIED COMPLAINT
FOR DECLARATORY, INJUNCTIVE & OTHER RELIEF

KENTUCKY DEPARTMENT OF LOCAL GOVERNMENT; and

DEFENDANTS

Serve: Office of the Attorney General
Capitol Building
700 Capitol Avenue
Frankfort, Kentucky 40601

COMMONWEALTH OF KENTUCKY, FINANCE AND
ADMINISTRATION CABINET

Serve: Office of the Attorney General
Capitol Building
700 Capitol Avenue
Frankfort, Kentucky 40601

NOTICE OF CONSTITUTIONAL CHALLENGE

Serve: Office of the Attorney General
Capitol Building
700 Capitol Avenue
Frankfort, Kentucky 40601

* * * *

Come the Plaintiffs, Lincoln Trail Area Development District; Barren River Area Development District; Bluegrass Area Development District; Kentuckiana Regional Planning & Development Agency; Northern Kentucky Area Development District; Pennyriple Area Development District; and Purchase Area Development District, and, for their Verified Complaint for Declaratory and Injunctive Relief, state as follows:

NOTICE OF CONSTITUTIONAL CHALLENGE

The Office of the Attorney General of Kentucky should take notice that this Complaint challenges the Constitutionality of House Bill 16 RS HB 303/EN ("House Bill 303"), as well as the constitutionality of the Defendants' actions.

INTRODUCTION

The purpose of this lawsuit is to obtain a declaration of the Plaintiffs' rights and to find that the actions of the Defendants constitute an unlawful and unconstitutional taking of funds which were designated by the General Assembly to be used for the citizens of Kentucky. This case also seeks injunctive and other relief, such as an order enforcing the contracts between the parties and requiring the Defendants to return these improperly taken funds to the Plaintiffs.

The money at issue in this action was originally allocated by the Kentucky General Assembly in the biennial budget passed in 2016 to be used by the Plaintiffs toward helping individuals throughout Kentucky. The funds improperly taken represent approximately 40% of the Joint Funding Administration program (the "JFA") which is a source of funds designated by the state legislature to be used by the Plaintiffs for various programs in support of the Area Development Districts' initiatives. Kentucky's ADDs undertake a variety of projects, including public safety, workforce development and care for the elderly. The Department of Local

Government (“DLG”) is the pass-through entity whereby funds like those of the JFA are funneled to the various Area Development Districts across Kentucky. However, in the present instance, the Defendants took the JFA for itself to make up for a shortfall it had been required to make to its own budget. By doing this, DLG balanced its bureaucratic budget by taking funds designated for the people of Kentucky. DLG’s actions, and the approval of same by the Finance and Administration Cabinet violate multiple constitutional and statutory provisions, specifically, Ky. Const. §§ 2, 14, 27, 28, and 230. The Plaintiffs need this Court’s injunctive relief to require the Defendants to restore all of the funds appropriated by Kentucky’s General Assembly in House Bill 303 to each of Kentucky’s Area Development Districts (collectively the “ADDs”). The relief requested herein will allow the Plaintiffs to use the funds appropriated to them by the Kentucky General Assembly for their necessary operations such as: supporting local communities, providing opportunities for regional economic development, and offering assistance to local units of government.

The ADDs have repeatedly tried to work with DLG only to be ignored. Multiple requests have been made to DLG for meetings and for DLG to explain what it has done with the money allocated to the ADDs, however, DLG has refused to answer these requests. Rather than show what has occurred or explain why the DLG took the actions it did, DLG’s agents have stated that how these funds are spent is discretionary to DLG. This is contrary to the facts and law.

JURISDICTION AND VENUE

1. Jurisdiction of this Court is invoked pursuant to KRS 418.040 *et seq.* to adjudicate an actual controversy between the parties by declaring the rights of the Plaintiffs with respect to the funds appropriate by the Kentucky General Assembly to Plaintiffs through DLG.

2. Venue is appropriate in Franklin County because this is where the Defendants are located and where the Defendants withheld the funds appropriated by the Kentucky General Assembly to the Kentucky Area Development Districts.

PARTIES

3. Plaintiffs, Lincoln Trail Area Development District; Barren River Area Development District; Bluegrass Area Development District; Kentuckiana Regional Planning & Development Agency; Northern Kentucky Area Development District; Pennyryle Area Development District; and Purchase Area Development District, are seven of Kentucky's fifteen Area Development Districts created pursuant to KRS 147A.050.

4. Defendant DLG is an independent agency within the Office of the Governor, created pursuant to KRS 147A.002 and KRS 147A.004, and charged with, among other things, the administration of federal and state grants-in-aid and funding for Kentucky's fifteen ADDs.

5. Pursuant to KRS 147A.100 Defendant Kentucky Finance and Administration Cabinet is the executive branch responsible for allocation of funds to each ADD for the purpose of carrying out the ADD's responsibilities and for matching federal and local funds.

FACTS

6. During the 2016 annual session of the Kentucky General Assembly, the legislature enacted the Executive Branch Budget and appropriated \$57,041,800.00 to DLG for Fiscal Year 2017-2018 in House Bill 303, as follows:

11. DEPARTMENT FOR LOCAL GOVERNMENT

	2016-17	2017-18
General Fund	16,397,400	15,705,300
Restricted Funds	1,123,700	882,400

Federal Funds	40,598,900	40,454,100
TOTAL	58,120,000	57,041,800

(1) **Area Development District Funding:** Included in the above General Fund appropriation is \$2,116,300 in each fiscal year for the Joint Funding Administration Program in support of the Area Development Districts.

(16 RS HB 303, p.6). A true and correct copy of House Bill 303 is attached hereto as Exhibit 1.

7. The Kentucky General Assembly funded and directed that \$2,116,300.00 be dispersed by DLG to the ADDs pursuant to the JFA for Fiscal Year 2017-18, ending June 30, 2018. (Exhibit 1, p. 6.)

8. According to the JFA Administrative Handbook for Fiscal Year 2018, on the DLG website, “the Kentucky General Assembly allocates a set amount of money every biennium from the General Fund to the JFA, to be distributed by DLG.” See *JFA Administrative Handbook FY 2018*, from the DLG, attached hereto and made a part hereof as Exhibit 2, states:

The 2017-2018 biennium budget (HB 303) provides an appropriation of \$2,116,300 for the JFA program in each fiscal year. Of that amount, \$1,248,400 is necessary for the required match of federal funds, which have differing scopes of work for each federal funding source. **The remaining balance of \$867,900 is to be used to provide defined services according to the JFA Scope of Work Elements 140/150.**

(Exhibit 2, p. 13, emphasis added.)

9. Of the \$2,116,300.00 in JFA funds budgeted by the General Assembly to be disbursed to the ADDs, \$867,900.00 of the Kentucky General Assembly’s allocation was to be directly disbursed by the DLG to the ADDs. See JFA Funding Fiscal Year (“FY”) 2018, attached hereto and made a part hereof as Exhibit 3. Specifically, the JFA allocation for FY 2018 was apportioned among the ADDs as follows: \$57,496.13 to Barren River ADD; \$79,517.86 to Bluegrass ADD (“BGADD”); \$45,332.89 to Buffalo Trace ADD; \$57,053.68 to Lincoln Trail ADD; and \$52,697.95 to Purchase ADD; \$49,398.57 to Big Sandy ADD; \$53,974.85 to CVADD; \$49,232.32

to FIVCO ADD; \$46,179.22 to Gateway ADD; \$54,506.23 to Green River ADD; \$48,628.80 to KRADD; \$97,352.26 to Kentuckiana Regional Planning & Development Agency ADD; \$52,489.62 to LCADD; \$67,853.57 to Northern Kentucky ADD; and \$56,186.07 to Pennyriple ADD. (Exhibit 3.) The \$867,900.00 of JFA funds removed by the DLG is about 41% of the total budget set by the General Assembly for the JFA to be distributed among the ADDs for FY 18.

10. The Plaintiffs relied upon the funding appropriated by the Kentucky General Assembly in the amounts set forth in the JFA for FY 2018, and have used these JFA funds to help foster and support the local communities in their respective regions.

11. On December 28, 2017, the General Fund Budget Reduction Order 18-01 was issued, directing reduction of DLG's budget in 2017-2018 by \$804,500, a copy of which is attached hereto and made a part hereof as Exhibit 4.

12. DLG responded to these required cuts to its own budget by withholding the \$867,900.00 in JFA funds from the ADDs. DLG recouped its budget cuts by taking funds from the ADDs. This effort of self-help is unconstitutional, without authority, and contrary to the allocation of the Kentucky General Assembly as established in House Bill 303, which became law 27 April 2016.

13. It is unknown how DLG has used the \$867,900.00 it has taken from the JFA funds.

14. By denying this funding to the ADDs, DLG is cutting off funding for numerous programs operated by the ADDs which depend on this money for public safety programs, create jobs in rural Kentucky, and the support of community economic development throughout the Commonwealth.

15. The original JFA contract between DLG and the ADDs for FY 2018 stated that this agreement between DLG and the ADDs "was contemplated and intended by the Commonwealth"

to be a method by which the Defendants obtain money from federal agencies "together with a pro rata share of such other funds as may now or hereafter be available for such purposes, [and] in turn be granted by the Commonwealth to the ADD (in common with the other Area Development Districts of the Commonwealth of Kentucky) for performance by the ADD...of certain programs, services and functions..." See the original JFA FY 2018 contract between DLG and Bluegrass ADD ("BGADD"), a copy of which is attached hereto and made a part hereof as a representative example of all the original JFA contracts between DLG and the ADDs, Exhibit 5.

16. The original JFA contract between DLG and the ADDs states that when there is a "dispute or difference of opinion between the parties over interpretation or construction of any part of this Agreement" it shall be reviewed by the DLG commissioner or designee "not later than fifteen (15) calendar days after notification of the dispute..." In the event that such dispute or differences are not resolved by the parties within a reasonable time, the Commissioner of DLG shall determine the dispute." The Governor is to make a binding decision on any appeal. See, page 3 of Exhibit 5.

17. All the ADDs have all asked for a meeting with the DLG Commissioner about the reduction in JFA funding since being presented with the Contract Modification. Of the fifteen ADDs, only the following seven were given an audience with DLG in response to their request: Buffalo Trace ADD, Barren River ADD, Lincoln Trail ADD, Gateway ADD, Purchase ADD, Bluegrass ADD, and Green River ADD. Despite the ADDs' requests for a single meeting between DLG and all the ADDs, DLG required the meetings to be held individually in Frankfort. The DLG commissioner did not attend these meetings, however, the commissioner's designee announced a decision would be made within 60 days. No other meetings have been scheduled with the

remaining ADDs and no other information has been sent from DLG to the ADDs regarding a meeting with DLG.

18. Requests have been made by the Plaintiffs' lawyer to counsel for DLG and the Governor's office to escrow these withheld JFA funds or otherwise pledge that the funds will remain available to the ADDs pending the outcome of this action. DLG has made no response to this request.

19. The original JFA contract allows DLG to terminate the Agreement with cause and upon written notice, which has not been provided to the ADDs.

20. Section 14 of the original JFA contract states that DLG is to make four installment payments to the ADDs and these installments "shall be paid within thirty (30) days after the submission" of the request for disbursement. See, Exhibit 5, page 4. DLG has paid only a fraction of the third quarter installment to the ADDs, and has paid nothing on the fourth quarter JFA installment.

21. Section 16 of the original JFA contract states that the "Agreement may be amended at any time based on a change in the amount of funds available to DLG..." As established *supra*, the General Assembly designated full funding of the JFA. That the Budget Reduction Order (Exhibit 4) required DLG to cut \$804,500 from its budget is a circumstance for DLG to address internally and not balance its budget by taking these funds from the ADDs.

22. The original JFA contract, Exhibit 5, incorporates "Exhibit C," which contains a spreadsheet showing the various sources of funds for the total JFA. Included in this spreadsheet is a source of funds entitled "Commonwealth of Kentucky General Fund Allocation Additional State Funds" in which \$79,517.86 is listed. This amount represents Bluegrass ADD's portion of the General Fund Allocation appropriated to it by the General Assembly. DLG has taken all of these

funds from BGADD, and DLG has taken all such General Fund Allocations from every other ADD. It is these cuts to the ADDs' monies which have funded DLG's \$867,900.00 grab.

23. On May 3, 2018, in the final quarter of FY 2018, DLG sent each ADD a Modification to the JFA Memorandum of Agreement, reducing the funding for each ADD from the Commonwealth of Kentucky General Fund Allocation Additional State Funds to \$0.00 for FY 2018. See Exhibit 6, attached hereto and made a part hereof, the Contract Modification proposal for Bluegrass ADD which is being offered as an example of what DLG has done to all the ADDs in the contract modifications. By removing these funds from all of the ADDs, DLG was able to take \$867,900.00 from the projects helping Kentuckians and instead use the money to fund this Frankfort-based agency.

24. Further exhaustion of contractual remedies would be futile in the event the diversion of funds is deemed to be a dispute or difference of opinion between the parties over interpretation or construction of any part of this Agreement; additionally, the Defendants' actions violate multiple provisions of Kentucky's Constitution as applied.

25. The Defendants' actions constitute multiple breaches of the contract between them and the ADDs as expressed above.

26. The matters to be determined by this Court include legal issues regarding the unconstitutionality of the application of Part VI of House Bill 303 and the unconstitutionality and unlawfulness of DLG's withholding the allocated funds from the ADDs.

27. The DLG commissioner told Senator Christian McDaniel on 30 January 2018, during her legislative testimony, that it was "absolutely incorrect" that JFA funds of \$867,000 were being taken from the ADDs. The commissioner said she was unaware of where such information was coming from and that such a reallocation from the ADDs to DLG "absolutely did not and has not

happened.” The commissioner stated that the ADDs had been told to “anticipate a number” and told the legislative committee that nothing had been taken yet.

28. DLG’s response to repeated requests for a copy of its Budget Reduction Plan as submitted to the Finance and Administration Cabinet in September 2017, has been to refuse production on the grounds that this is a “confidential draft” prepared and submitted to Office of State Budget Director John Chilton, who did not reply to DLG’s submission. DLG has stated in response to the ADDs’ requests for its Budget Reduction Plan, that “Governor Bevin issued an Executive Order containing the official budget reduction directive which was effective immediately, and the money was removed from our account within days.”

29. The present action is necessary to prevent the Defendants from illegally and unconstitutionally withholding \$867,900.00 allocated to the Area Development Districts.

FIRST CLAIM FOR RELIEF

Declaration of Rights – Violation of Ky. Const. §§ 2, 27, 28, and 230, and KRS 147A.004

30. Plaintiffs repeat, re-allege, and reassert each and every allegation contained within the preceding paragraphs as though set forth fully herein.

31. The actions of Defendants in withholding the \$867,900.00 allocated by Kentucky’s General Assembly to the Area Development Districts are repugnant to and violative of Ky. Const. § 2 which provides: “Absolute and arbitrary power over the lives, liberty and property of freemen exists nowhere in a republic, not even in the largest majority.”

32. Section 27 of the Kentucky Constitution provides: “The powers of the government of the Commonwealth of Kentucky shall be divided into three distinct departments, and each of them be confined to a separate body of magistracy, to wit: Those which are legislative, to one; those which are executive, to another; and those which are judicial, to another.”

33. Section 28 of the Kentucky Constitution provides: “No person or collection of persons, being of one of those departments, shall exercise any power properly belonging to either of the others, except in the instances hereinafter expressly directed or permitted.”

34. DLG’s withholding of the designated and appropriated funds from the ADDs is an action violative of § 230 of the Kentucky Constitution, which states in pertinent part, “No money shall be drawn from the State Treasury, except in pursuance of appropriations made by law; and a regular statement and account of the receipts and expenditures of all public money shall be published annually.”

35. Defendants’ withholding of the subject funds from the Kentucky Area Development Districts has no rational basis, constitutes a violation of the separation of powers and is directly prohibited by Ky. Const. §§ 2, 27, 28 and 230.

36. KRS 147A.004(1) provides in relevant part that the “Department for Local Government shall administer distribution of state and federal planning funds to area development districts[.]”

37. Defendants’ withholding of the subject funds from the ADDs constitutes a violation of Defendants’ duties under KRS 147A.004 for failure to administer the distribution of the amount appropriated by the Kentucky General Assembly to the ADDs.

38. Plaintiffs are entitled to a declaration of rights that the Defendants’ actions of withholding of funds appropriated by the Kentucky General Assembly to the Kentucky’s Area Development Districts is unconstitutional and violative of Kentucky law, and, as such, the appropriation should be administered as allocated in Part I of House Bill 303.

SECOND CLAIM FOR RELIEF

Declaration of Rights – Breach of Contract, KRS § 45A.245

39. Plaintiffs repeat, re-allege, and reassert each and every allegation contained within the preceding paragraphs as though set forth fully herein.

40. The actions of Defendants in the funds designated to each Plaintiff in the JFA Handbook FY 2018, as incorporated in each Plaintiffs' contracts with DLG, constitute a breach of each contract between DLG and individual Plaintiffs.

41. Plaintiffs are entitled to a declaration of rights that the Defendants' actions of withholding the funds designated to each Plaintiff in the JFA Handbook FY 2018, as incorporated in each Plaintiffs' contracts with DLG, constitute breaches of contract, under KRS § 45A.245.

THIRD CLAIM FOR RELIEF

Declaration of Rights – Violation of Ky. Const. § 14

42. Plaintiffs repeat, re-allege, and reassert each and every allegation contained within the preceding paragraphs as though set forth fully herein.

43. Part VI of House Bill 303 is repugnant to and violative of Ky. Const. § 14 as being unconstitutionally vague as applied to the Kentucky Area Development Districts, including Plaintiffs.

44. Section 14 of the Kentucky Constitution provides: "All courts shall be open, and every person for an injury done him in his lands, goods, person or reputation, shall have remedy by due course of law, and right and justice administered without sale, denial or delay."

45. Part VI of House Bill 303 was enacted "for state government in the event of an actual or projected revenue shortfall in General Fund revenue receipts." (Exhibit 1, p. 185.) In such an event:

The Governor, the Chief Justice, and the Legislative Research Commission shall direct and implement reductions in allotments and appropriations only for their respective branch budget units as may be necessary, as well as take other measures which shall be consistent with the provisions of this Part and biennial branch budget bills.

(*Id.*, pp. 185-186.)

46. Specifically, Part VI of House Bill 303 provides for a sequence of budget reduction actions, including, in relevant part:

(6) Reduce General Fund appropriations in Executive Branch agencies' operating budget units by a sufficient amount to balance either fiscal year.

(*Id.*, pp. 186-187.)

47. Part VI of House Bill 303 is unconstitutionally vague as applied to the ADDs, resulting in Plaintiffs' appropriated funds being withheld by Defendants without due process of law, all in violation of Ky. Const. § 14.

48. Plaintiffs are entitled to a declaration of rights that Part VI of House Bill 303 as applied to Kentucky's ADDs is unconstitutional and violative of Kentucky law, and, as such, the appropriation of funds should be administered as allocated in Part I of House Bill 303.

FOURTH CLAIM FOR RELIEF
Permanent Injunctive Relief

49. Plaintiffs repeat, re-allege, and reassert each and every allegation contained within the preceding paragraphs as though set forth fully herein.

50. There is no adequate remedy at law with respect to Plaintiffs' legal right to the funds appropriated to the Kentucky Area Development Districts by the Kentucky General Assembly, and exhaustion of administrative remedies is futile.

51. Plaintiffs are entitled to a permanent injunction enforcing the JFA contracts between individual Plaintiffs and DLG, and requiring Defendants to release the appropriated funds, in the amount of \$867,900.00, to the Kentucky Area Development Districts as set forth in Part I of House Bill 303.

52. Plaintiffs and the communities that they serve will suffer immediate and irreparable injury if Defendant continues to withhold the Kentucky Area Development District appropriated funds to which Plaintiffs are legally entitled, due to the need to immediately pay outstanding expenses accrued in the normal operation of Plaintiffs' respective Area Development Districts for Fiscal Year 2018.

WHEREFORE, Plaintiffs pray as follows for their relief herein:

A. A declaration on the First Claim for Relief that the Defendant, Kentucky's Department for Local Government's withholding of the funds appropriated by the Kentucky General Assembly to Kentucky's Area Development Districts is unconstitutional and violative of Kentucky law, and, as such, the appropriation should be administered as allocated in Part I of House Bill 303;

B. A declaration on the Second Claim for Relief that the Defendants' actions of withholding the funds designated to each Plaintiff in the JFA Handbook FY 2018, as incorporated in each Plaintiffs' contracts with DLG, constitute breaches of contract, under KRS § 45A.245;

C. A declaration on the Third Claim for Relief that Part VI of House Bill 303 as applied to Kentucky's Area Development Districts is unconstitutional and violative of Kentucky law, and, as such, the appropriation of funds should be administered as allocated in Part I of House Bill 303;

D. A Permanent Injunction as set forth under the Fourth Claim for Relief;

E. That this matter be advanced on the Court's calendar and docketed for a hearing as soon as possible on the request for injunctive relief set forth herein pursuant to KRS 418.040 *et seq.*;

F. Reasonable costs of suit, including the Plaintiffs' attorneys' fees;

G. Any and all other relief to which Plaintiffs may be entitled.

MCBRAYER, MCGINNIS, LESLIE
& KIRKLAND, PLLC
201 E. Main Street, Suite 900
Lexington, Kentucky 40507
Telephone: (859) 231-8780

BY: /s/ Elizabeth C. Barrera
LUKE MORGAN
ELIZABETH C. BARRERA
Counsel for Plaintiffs

VERIFICATION

I, Wendell Lawrence, in my official capacity as the Executive Director of Lincoln Trail Area Development District, have read the foregoing and verify that after due inquiry that the factual information contained therein is true and correct to the best of my information and belief.

Date: JUNE 25, 2018

Signature

STATE OF Kentucky)
COUNTY OF Hardin) SS

The foregoing Verification was subscribed, sworn to, and acknowledged before me by Wendell Lawrence, in his official capacity as the Executive Director of Lincoln Trail Area Development District, this 25th day of June, 2018.

Kathryn Peace #559111
NOTARY PUBLIC, STATE AT LARGEMy commission expires: July 7, 2020

VERIFICATION

I, Eric Sexton, in my official capacity as the Executive Director of Barren River Area Development District, have read the foregoing and verify that after due inquiry that the factual information contained therein is true and correct to the best of my information and belief.

Date: 6/25/2018
SignatureSTATE OF KENTUCKY)
COUNTY OF WARREN) SS

The foregoing Verification was subscribed, sworn to, and acknowledged before me by Eric Sexton, in his official capacity as the Executive Director of Barren River Area Development District, this 25 day of JUNE, 2018.


NOTARY PUBLIC, STATE AT LARGEMy commission expires: 8/28/2021

VERIFICATION

I, David Duttlinger, in my official capacity as the Executive Director of Bluegrass Area Development District, have read the foregoing and verify that after due inquiry that the factual information contained therein is true and correct to the best of my information and belief.

Date: 6-25-18

Signature

STATE OF KY)
) SS
COUNTY OF Fayette)

The foregoing Verification was subscribed, sworn to, and acknowledged before me by David Duttlinger, in his official capacity as the Executive Director of Bluegrass Area Development District, this 25 day of June, 2018.

Charles Anthony Clurell
NOTARY PUBLIC, STATE AT LARGE

My commission expires: 3/23/2019

VERIFICATION

I, Jennifer Beck Walker, in my official capacity as the Executive Director of Purchase Area Development District, have read the foregoing and verify that after due inquiry that the factual information contained therein is true and correct to the best of my information and belief.

Date: 6-25-18

Jennifer Beck Walker
Signature

STATE OF Kentucky)
COUNTY OF Graves) SS

The foregoing Verification was subscribed, sworn to, and acknowledged before me by Jennifer Beck Walker, in her official capacity as the Executive Director of Purchase Area Development District, this 25th day of June, 2018.

Shila Rogers
NOTARY PUBLIC, STATE AT LARGE

My commission expires:

4-2-22ID# 598524

VERIFICATION

I, Jason Vincent, in my official capacity as the Executive Director of Pennyriple Area Development District, have read the foregoing and verify that after due inquiry that the factual information contained therein is true and correct to the best of my information and belief.

Date: 6/26/18
SignatureSTATE OF Kentucky)
COUNTY OF Christian) SS

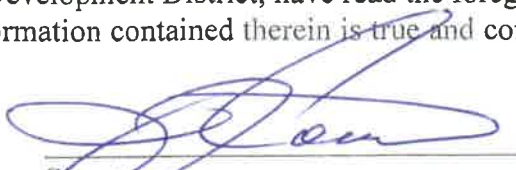
The foregoing Verification was subscribed, sworn to, and acknowledged before me by Jason Vincent, in his official capacity as the Executive Director of Pennyriple Area Development District, this 26th day of June, 2018.


NOTARY PUBLIC, STATE AT LARGEMy commission expires: 6-16-20

VERIFICATION

I, Jack Couch, in my official capacity as the Executive Director of Kentuckiana Regional Planning & Development Agency Area Development District, have read the foregoing and verify that after due inquiry that the factual information contained therein is true and correct to the best of my information and belief.

Date: June 25, 2018


Signature

STATE OF Kentucky)
COUNTY OF Jefferson) SS

The foregoing Verification was subscribed, sworn to, and acknowledged before me by Jack Couch, in his official capacity as the Executive Director of Kentuckiana Regional Planning & Development Agency Area Development District, this 25th day of June, 2018.


NOTARY PUBLIC, STATE AT LARGE

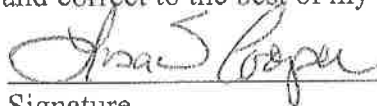
My commission expires: July 19, 2021

06/28/2018 06:07:09 PM

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VERIFICATION

I, Lisa Cooper, in my official capacity as the Executive Director of the Northern Kentucky Area Development District, have read the foregoing and verify that after due inquiry that the factual information contained therein is true and correct to the best of my information and belief.

Date: 6/27/18
SignatureSTATE OF Kentucky)
COUNTY OF Boone) SS

The foregoing Verification was subscribed, sworn to, and acknowledged before me by Lisa Cooper, in her official capacity as the Executive Director of Kentuckiana Regional Planning & Development Agency Area Development District, this 27 day of June, 2018.


NOTARY PUBLIC, STATE AT LARGEMy commission expires: 8/11/2021