

Ohio County Fiscal Court
August 08, 2023 5:00 PM
Ohio County Community Center
Hartford, KY

Attendance Taken at 5:00 PM:

Present Board Members:
David Johnston
Kenneth Calloway
Larry Morphew
Michael McKenney
Bo Bennett

Absent Board Members:
Jason Bullock

I. Call to Order Judge Executive David Johnston
I.A. Prayer and Pledge to American Flag

II. Approve July 25, 2023 Minutes

Motion Passed: Approved July 25, 2023 Minutes passed with a motion by Kenneth Calloway and a second by Michael McKenney.

5 Yeas - 0 Nays.

Jason Bullock	Absent
David Johnston	Yes
Kenneth Calloway	Yes
Larry Morphew	Yes
Michael McKenney	Yes
Bo Bennett	Yes

III. Bills, Claims, Payments and Transfers

Motion Passed: Bills, Claims, Payments and Transfers stand approved as presented including a late list passed with a motion by Bo Bennett and a second by Kenneth Calloway.

5 Yeas - 0 Nays.

Jason Bullock	Absent
David Johnston	Yes
Kenneth Calloway	Yes
Larry Morphew	Yes
Michael McKenney	Yes
Bo Bennett	Yes

IV. Treasurer's July 2023 Financial Statement

Motion Passed: Acknowledging the Treasurer's July 2023 Financial Statement from Treasurer passed with a motion by Kenneth Calloway and a second by Bo Bennett.

5 Yeas - 0 Nays.

Jason Bullock	Absent
David Johnston	Yes
Kenneth Calloway	Yes
Larry Morphew	Yes
Michael McKenney	Yes
Bo Bennett	Yes

V. Clerk's July 2023 Financial Report

Motion Passed: Acknowledged having received the Clerk's July 2023 Financial Report passed with a motion by Michael McKenney and a second by Kenneth Calloway.

5 Yeas - 0 Nays.

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

VI. PVA Presentation - Arthur Leach

Motion Passed: Approved contract with Eagleview Mapping for PVA for pictometry for Ohio County. Authorize the County Treasurer to issue the following check(s) Initial Activation of Service \$24,904.00, First Anniversary of Initial Activation of Services \$24,904.00, Second Anniversary of Initial Activation of Services \$24,904.00 passed with a motion by Kenneth Calloway and a second by Michael McKenney.

5 Yeas - 0 Nays.

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

VII. Cromwell Fire Department

Motion Passed: Approved Cromwell Fire Truck bid from Vernonia Rural Fire Protection District for a 2012 Dodge 4x4 Commercial Rescue 3500 VIN:3C63D3DL5CG220300 in the amount of \$60,000.00. One bid received, Authorize County Treasurer to issue check(s) passed with a motion by Larry Morpew and a second by Kenneth Calloway.

5 Yeas - 0 Nays.

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

VIII. Father's House - Presentation

Motion Passed: Approved to authorize \$5,000.00 of ARPA funds to Father's House, a resolution to be presented at the next Fiscal Court Meeting passed with a motion by Michael McKenney and a second by Bo Bennett.

5 Yeas - 0 Nays.

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

IX. Child Support Office Lease

Motion Passed: Approved the Child Support Office Lease as presented passed with a motion by Bo Bennett and a second by Michael McKenney.

5 Yeas - 0 Nays.

Jason Bullock	Absent
David Johnston	Yes
Kenneth Calloway	Yes
Larry Morpew	Yes

Michael McKenney	Yes
Bo Bennett	Yes

X. Rough River Clean Up Project Site 4

Motion Passed: Approved accept follow up bids on Rough River Clean up sites 4 and 6 due to Horner backing out of their contract for both site clean up projects. Site 4 to be awarded to Kyle Addington in the amount of \$98,400.00. Authorize the County Treasurer to issue check(s) passed with a motion by Larry Morphew and a second by Bo Bennett.

5 Yeas - 0 Nays.	
Jason Bullock	Absent
David Johnston	Yes
Kenneth Calloway	Yes
Larry Morphew	Yes
Michael McKenney	Yes
Bo Bennett	Yes

XI. Rough River Clean Up Project Site 6

Motion Passed: Approved accept follow up bids on Rough River Clean up sites 4 and 6 due to Horner backing out of their contract for both site clean up projects. Site 6 to be awarded to Extreme Excavation in the amount of \$120,000.00. Authorize County Treasurer to issue check(s) passed with a motion by Larry Morphew and a second by Kenneth Calloway.

5 Yeas - 0 Nays.	
Jason Bullock	Absent
David Johnston	Yes
Kenneth Calloway	Yes
Larry Morphew	Yes
Michael McKenney	Yes
Bo Bennett	Yes

XII. Committee Reports

XIII. Animal Shelter Committee

Motion Passed: Approved to appoint an Animal Shelter Committee to help Animal Control, Shelter, and County. Members being: James Lindsay, Donna Anderson, Erica Gillim, Maranda Lindsay, Chloe Roach, Hannah Reik, Angela Stewart, Michael McKenney, Debbie McDaniel passed with a motion by David Johnston.

5 Yeas - 0 Nays.	
Jason Bullock	Absent
David Johnston	Yes
Kenneth Calloway	Yes
Larry Morphew	Yes
Michael McKenney	Yes
Bo Bennett	Yes

XIV. HVAC Committee

Motion Passed: Approved to appoint an HVAC Committee to help with the planning of the Community Center HVAC needs. Members being: Bo Bennett, Charlie Shields, Jerry Bailey, Larry Stone passed with a motion by David Johnston.

5 Yeas - 0 Nays.	
Jason Bullock	Absent
David Johnston	Yes
Kenneth Calloway	Yes
Larry Morphew	Yes
Michael McKenney	Yes
Bo Bennett	Yes

XV. Mainly Local

Motion Passed: Approved to make the Mainly Local Publication part of OCEDA passed with a motion by Michael McKenney and a second by Kenneth Calloway.

5 Yeas - 0 Nays.

Jason Bullock	Absent
David Johnston	Yes
Kenneth Calloway	Yes
Larry Morphew	Yes
Michael McKenney	Yes
Bo Bennett	Yes

XVI. Magistrate's Comments and Requests


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

XVII. Citizen's Comments

XVIII. 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	Kenneth Calloway	Larry Morphew	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>August 8, 2023 5:00pm</div> <div><div>1. Call to Order Prayer and Pledge</div><div>2. Approve July 25, 2023 Minutes</div><div>3. Bills, Claims, Payments and Transfers</div><div>4. Treasurer’s July 2023 Financial Statement</div><div>5. Clerk’s July 2023 Financial Report</div><div>6. PVA – Arthur Leach Presentation</div><div>7. Father’s House – Presentation</div><div>8. Child Support Office Lease</div><div>9. Cromwell Fire Truck</div><div>10. Committee Reports</div><div>11. Magistrates Comments and Requests</div><div>12. Citizen’s Comments</div><div>13. Adjournment</div></div>					

LEASE

This LEASE, made and entered into by and between OHIO COUNTY FISCAL COURT by and through its Judge Executive, with a mailing address being 130 E. Washington Street, Hartford, Kentucky 42347 (hereinafter referred to as "Landlord") and OHIO COUNTY CHILD SUPPORT OFFICE, with a mailing address being 130 E. Washington Street, Suite 105, Hartford, Kentucky 42347 (hereinafter referred to as "Tenant").

WHEREAS, the Landlord and Tenant have had a lease for some time under the same terms contained herein; and

WHEREAS, this arrangement was in writing but the parties are unable to locate same and enter into this lease so as to show the terms of agreement (some of the prior year contracts located).

WITNESSETH:

NOW THEREFORE, in consideration of the premises and the covenants and conditions herein contained, Landlord and Tenant agree as follows:

(A) LEASE

Landlord hereby leases to Tenant that certain portion of a building consisting of approximately 1,543 square feet (Suite 105), on real estate which Landlord owns and which is located in Ohio County, Kentucky, and more particularly known as the Ohio County Community Center, 130 E. Washington Street, Hartford, Ohio County, Kentucky, including the common use of the parking area adjacent to the building of Landlord for automobiles of Tenant, its customers and other lessees in said building.

(B) TERM

The term of this lease shall be for a period of three (3) years beginning on January 1, 2023 and ending on December 31, 2025.

(C) FIXED RENT

Tenant shall pay as rent for the premises, during the entire term of this Lease, the following fixed minimum annual rental:

From January 1, 2023 to December 31, 2025, the sum of Four Hundred Ten Dollars and Sixty-Four Cents (\$410.64) per month payable on the first day of each month beginning January 1, 2023.

(D) RENEWAL TERM

The terms of this lease will automatically renew each year until same terminated at least ninety (90) days prior to the expiration of any term.

(E) USE

The premises shall be used for providing child support services and such other lawful purposes as are properly connected with the business of Tenant.

(F) ASSIGNMENT AND SUBLETTING

The premises shall not be underlet/sublet, or the term, in whole or in part, assigned, transferred, or set over by the act of Tenant, by process or operation of law, or in any other manner whatsoever, without the prior written consent of Landlord, which consent may be withheld for any reason by Landlord.

(G) NO HAZARDOUS MATERIALS

Tenant will not bring on the premises any explosives or articles deemed extra-hazardous on account of fire; or use or allow to be used on the said premises any oil, burning fluids, kerosene, or camphor for heating or warming purposes, or anything except incandescent electric lights for illuminating purposes, and that it will not use or permit to be used on the premises anything that will invalidate any policies of insurance which may now or hereafter be carried on said premises or said building, or that will increase the rate of insurance thereon.

(H) NO SIGNS

Tenant shall not paint, affix, erect, or hang any signs on the leased premises except such as shall have been approved in writing by Landlord, through its Judge Executive, whose approval may be withheld for any reason.

(I) CASUALTY

In the event the leased premises or any part thereof are damaged by fire casualty or the elements, Tenant agrees to give immediate notice thereof to Landlord.

If only part of the said premises shall be damaged, but not so as to render them totally untenable, the rent shall abate proportionately. If the damage shall be so extensive as to render the entire premises wholly untenable, the rent shall wholly cease from the time of such damage or destruction until the premises are restored to the condition which they were prior to such damage or destruction. If, however, the building or leased premises shall be totally destroyed or the damage shall be so great that with the exercise of reasonable care and diligence, the premises cannot be restored to their prior condition within ninety (90) days after such damage or destruction, Landlord shall, within a reasonable time, so notify Tenant, who shall have the option, for a period of ten (10) days after said notice, of canceling and terminating this lease.

(J) DEFAULT

Tenant agrees that if the rent reserved by this lease, or any part thereof, shall be unpaid for thirty (30) days after the same is due, or if Tenant shall fail to keep and perform any of the other covenants, conditions, provisions, and agreements herein contained to be kept and performed by Tenant, and said default shall continue for 30 days after notice thereof has been given Tenant by Landlord, or if a petition in bankruptcy be filed by or against Tenant, or if Tenant shall be adjudged bankrupt or insolvent by any court, or if Tenant shall make an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy of Tenant shall be appointed in any suit or proceeding brought by or against Tenant, or if the leasehold interest of Tenant shall be levied upon under any execution which is not removed, Landlord may, at its option, terminate this lease, Tenant agreeing that the covenants and agreements made by Tenant herein shall be deemed conditions as well as covenants.

(K) HOLDOVER

Tenant hereby agrees to pay to Landlord rent in the same amount of the initial term for any holdover tenancy and same shall renew for one year period of time unless notice is given for renewal as noted above.

(L) NO WAIVER

The failure of Landlord or Tenant to insist upon a strict performance of any of the covenants or conditions of this lease by Landlord or Tenant, or to declare a forfeiture for any violations thereof, or to exercise any option conferred on it hereunder, shall not be construed as a waiver or relinquishment for the future of its right to insist upon a strict compliance by Tenant with all the covenants, agreements, and conditions thereof, or its right to exercise said options, or to declare a forfeiture for the violation of such condition or agreement, if the violation be continued or repeated.

(M) NON-ASSIGNMENT; BINDING EFFECT

Subject to the rider attached hereto, Tenant shall not assign the aforesaid lease, or any provisions thereof, without the written consent of Landlord. This lease shall bind and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors and assigns.

IN TESTIMONY WHEREOF, Landlord and Tenant, either in person or through their officers who have been duly authorized to take such action by


LANDLORD:

TENANT

OHIO COUNTY FISCAL COURT

OHIO COUNTY CHILD SUPPORT

BY:



DAVID JOHNSTON
OHIO COUNTY JUDGE EXECUTIVE

BY:

JOAN EMBRY

Ohio County Fiscal Court

Attn: Cromwell Truck Bid

130 East Washington Street Suite 209

Hartford, KY 42347

Drear Cromwell Truck Bid Members, please see the attached vehicle to be submitted into your Bid:

We are asking \$60,000 for this custom built 2012 Dodge Command / multipurpose rescue.

- 2012 Dodge 4x4 Commercial Rescue 3500
- VIN: 3C63D3DL5CG220300
- 4x4 Dodge Chassis
- Seating for 3.
- Cummins 6.7L Diesel Engine
- Automatic Transmission
- CAF AIR-KWIK AK- 100 Gallon Foam Cell (Hazmat capable NO electricity needed) With SCBA Bottles
- Air Conditioning
- Engine Hours: 4,634
- Mileage: 49,437
- Length: 21' 6"
- Height: Truck Height: 95"
- Wheelbase: 168"
- Awning
- LED Light package
- HD Bumper
- Poly Built Box
- Rear Slide out
- Set up for 800, VHF, and CB radios.

Any Questions please feel free to call.

Earl Horning

Fire Captain

(O) 503-429-8252

(C) 971-998-5941

Vernonia Fire District

www.vernoniarfpd.us

"Courage is resistance to fear, mastery of fear, not absence of fear." - Mark Twain