

Ohio County Fiscal Court
October 14, 2025 5:00 PM
Ohio County Community Center
Hartford, KY

Attendance Taken at 5:00 PM:

Present Board Members:

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

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

II. Breast Cancer Awareness Proclamation

Discussion: The Ohio County Judge Executive David Johnston, signed a proclamation, proclaiming October in Ohio County as Breast Cancer Awareness Month.

III. Approve September 23, 2025 Minutes

Motion Passed: Approved September 23, 2025 Minutes passed with a motion by Jason Bullock and a second by Michael McKenney.

6 Yeas - 0 Nays.

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

IV. Bills, Claims, Payments and Transfers

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

6 Yeas - 0 Nays.

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

V. Ordinance 2025-6 Biodigester 2nd Reading

Motion Passed: Motion to approve the 2nd Reading of Biodigester Ordinance 2025-6 passed with a motion by Larry Morphew and a second by Dale Beavin.

6 Yeas - 0 Nays.

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

VI. Treasurer Authorization - OCEDA

Motion Passed: Motion to authorize Treasurer to issue checks for the approved OCEDA loan to Wright Time Broadcasting passed with a motion by Michael McKenney and a second by Jason Bullock.

6 Yeas - 0 Nays.

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

VII. CD Purchase - Treasurer, Candy Thomas

Motion Passed: Approve to allow the County Treasurer and Judge Executive to purchase short term CD(s) from the Opioid Fund and ARCH Fund. Amount not to Exceed Available Balance from each fund WITH THE Judge Executive and Treasurer. passed with a motion by Jason Bullock and a second by Larry Morpew.

6 Yeas - 0 Nays.

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

VIII. Clerk's September 2025 Financial Statement

Motion Passed: Acknowledge receipt of Clerk's September 2025 financial statement passed with a motion by Bo Bennett and a second by Michael McKenney.

6 Yeas - 0 Nays.

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

IX. Waterline Extension - Neafus Road

Motion Passed: Motion to put 1300 feet of waterline on Neafus Road on the rural waterline list passed with a motion by Larry Morpew and a second by Dale Beavin.

6 Yeas - 0 Nays.

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

Motion Passed: to put the Neafus Road waterline on the top of the rural waterline list passed with a motion by Larry Morpew and a second by Dale Beavin.

6 Yeas - 0 Nays.

David Johnston	Yes
Dale Beavin	Yes
Larry Morpew	Yes

Michael McKenney	Yes
Jason Bullock	Yes
Bo Bennett	Yes

X. Boom Mower Bids / Treasurer Authorization

Motion Passed: Motion to accept the bid from BEC Brown Equipment Company for a 24' boom mower, for 257,498.00, and for the treasurer to secure funds and write the check for the purchase of the mower, to first be paid back by FEMA funds, and 2nd from sale of surplus equipment passed with a motion by Michael McKenney and a second by Jason Bullock.

6 Yeas - 0 Nays.

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

XI. Shreve Bridge Construction Bids

Motion Passed: Motion to accept the bid from Jave, LLC for 386,300.00 to replace the last wooden bridge in the county, which is on Shreve Road with funds from a grant passed with a motion by Dale Beavin and a second by Larry Morpew.

6 Yeas - 0 Nays.

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

XII. Personnel

XII.A. Ohio County Public Library Board Appointment

Motion Passed: Motion to appointment Julie Francis to the Ohio County Public Library Board Trustees, term to end 11/14/2029 passed with a motion by David Johnston.

6 Yeas - 0 Nays.

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

XIII. Committee Reports

XIII.A. Wage Scale Committee

Motion Passed: Motion to allow Jailer, Landon Spurlock, to shift a full time position to part time and to give his full-time employees a \$1.00 per hour raise passed with a motion by Jason Bullock and a second by Larry Morpew. Jason Bullock stated that he needed to amend his motion for the change to be effective November 1, 2025.

6 Yeas - 0 Nays.

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

XIII.B. Administrative Code Committee

Motion Passed: Motion to accept the first reading of Ordinance 2025-5, Admin Code Amendment passed with a motion by Jason Bullock and a second by Michael McKenney.

Amendment to read: Department heads may eliminate a position within their department for the purpose of reallocating funds to provide salary increases to existing staff, subject to the approval of the court. Once a position is eliminated for this purpose, it shall not be reconsidered for reinstatement to the department's payroll for a minimum period of three (3) years.

Discussion: The question was asked what ordinance number this would have, fiscal court clerk stated that she would have to double check the records.

6 Yeas - 0 Nays.

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

XIII.C. Housing Committee

Discussion: Michael McKinney stated that the housing committee had met, and invited anyone who would like to be involved in helping with ideas, to give him a call.

XIV. Magistrate's Comments and Requests

XIV.A. District 1 - Magistrate Michael McKenney

Discussion: Thanked the Road Department, and Road supervisor, Nick for taking care of the roads and thanked the citizens who call him expressing their concern on issues.

XIV.B. District 2 - Magistrate Jason Bullock

XIV.C. District 3 - Magistrate Bo Bennett

XIV.D. District 4 - Magistrate Dale Beavin

Motion Passed: Dale Beavin made a motion to start taking bids for a new pot hole patcher, to advertise for bids to be opened at the next Road Committee meeting on October 28, 2025 at 4:00 p.m. passed with a motion by Dale Beavin and a second by Larry Morpew.

6 Yeas - 0 Nays.

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

XIV.E. District 5 - Magistrate Larry Morpew

Discussion: Expressed concerns of the condition and repair status for Alford Lane. Asked all to be in prayer for Anne Melton's family.


XV. Citizen's Comments

Discussion: Kori Geary spoke about the Mission Center and the new outreach program, Broken Pieces, and asked if there was a way to help them in their mission. It was stated that Jimmy Cantrell with the ARCH program would be the one to talk to. Several citizens spoke to express their concerns on the biodigester issue.

XVII. Adjournment

Judge Executive

Ohio County Fiscal Court Clerk

	Ohio County Fiscal Court Meeting REGULAR Judge Executive - David Johnston				
Michael McKenney Magistrate District 1	Jason Bullock Magistrate District 2	Bo Bennett Magistrate District 3	Dale Beavin Magistrate District 4	Larry Morpew Magistrate District 5	Justin Keown County Attorney
Ohio County Fiscal Court Meeting October 14, 2025 5:00 pm <ol style="list-style-type: none">1. Call to Order Prayer and Pledge2. Breast Cancer Awareness Proclamation3. Approve September 23, 2025 Minutes4. Bills, Claims, Payments and Transfers5. Ordinance 2025-5 Biodigester 2nd Reading6. Treasurer Authorization – OCEDA7. CD Purchase – Treasurer, Candy Thomas8. Clerk’s September 2025 Financial Statement9. Waterline Extension – Neafus Road10. Boom Mower Bids11. Shreve Bridge Construction Bids12. Rental Agreement North Fire Station13. Resolution 2025-20 - Resolution Allowing the Execution of Certain Agreements and Lease Documents14. Closed Session Under KRS 61.810 Chapter 1 Section C & F Return From Closed Session15. Personnel Ohio County Public Library Board Appointment16. Committee Reports17. Magistrates Comments and Requests18. County Officials Comments and Requests19. Citizens Comments20. Adjournment					

**COMMONWEALTH OF KENTUCKY
COUNTY OF OHIO
ORDINANCE NO. 2025-6**

**AN ORDINANCE REGARDING BIODIGESTER AS AN ACCESSORY USE/INSTALLATIONS
TO A PRINCIPAL INDUSTRIAL AND/OR PRIMARY USE/INSTALLATIONS**

WHEREAS, pursuant to KRS 67.083, the Ohio County Fiscal Court is granted the authority to undertake all necessary governmental actions for the welfare of the county, and specifically is endowed pursuant to KRS 67.083(3)(h) and KRS 67.083(3)(m) for the regulation of commerce for the protection and convenience of the public, and with the power to protect and conserve the county's natural resources, including but not limited to soil and wildlife, to safeguard the livelihoods and well-being of its residents; and

WHEREAS, the Fiscal Court has been informed of a proposal to install a biodigester within Ohio County, Kentucky to address waste from various distilleries; and

WHEREAS, Ohio County does not have an Ordinance to address the use of biodigesters in Ohio County, Kentucky; and

WHEREAS, the Ohio County Fiscal Court finds it necessary and appropriate to provide reasonable safeguards which mitigate potential nuisances such as pollution, environmental concerns, odor issues, noise disturbance, and impacts to local flora and fauna, among others, created by biodigester facilities as defined herein in order to protect adjoining properties and public at large; and

WHEREAS, the Ohio County Fiscal Court recommended the approval of this ordinance:

NOW THEREFORE, THE COUNTY OF OHIO ORDAINS:

Section 1. Definitions

A. The following definitions are hereby

Anaerobic digester. See biodigester.

Biodigester. A device, structure, or system in which anaerobic digestion occurs. Anaerobic digestion is a collection of processes by which microorganisms break down biodegradable material in the absence of oxygen. A biodigester is typically used to manage biodegradable waste and/or to produce fuels and/or biosolids, such as fertilizer.

Further, the definition would also include an alternative energy system that is an accessory or principal use on a property and that utilizes anaerobic digestion for the primary purpose of producing energy. Mechanisms and processes that are part of the digester, including but not limited to separators and refining equipment, produce biogas, which is used for production of electricity and pipeline-quality natural gas.

B. The following specific development standards are hereby adopted as to the construction, maintenance, production and use of any biodigester:

A biodigester may be permitted per the following conditions:

1. The biodigester shall be designed, constructed, and maintained in full compliance with all applicable federal, state, and local laws and regulations, including but not limited to building, safety, property maintenance, health, sanitation, fire, electrical, plumbing, mechanical, wastewater, stormwater, and all other applicable laws and regulations.
2. A biodigester shall be a minimum of five hundred feet (500') away from any existing residential use, residentially-zoned property, college, school, institution of learning, religious building, park, playground, community center, hospital, nursing home, daycare, airport terminal, or assisted living facility. This provision may not be waived or modified.
3. All feedstock, filtering chemicals, and digestate shall be delivered, stored, and processed on an impermeable surface with a sealed drainage system inside a fully enclosed building, sealed containers, or reactor vessels. Feedstock and/or waste shall be stored in enclosed containers or reactor vessels.
4. The building shall have equipment to control the release of objectionable odors, bioaerosols and microorganisms into the ambient air. Objectionable odors, bio aerosols, and microorganisms shall not be released into the ambient air. The building may be required to maintain negative air pressure if needed to control the release of objectionable odors.
5. The property owner shall submit to the Emergency Management Director (and Fiscal Court) an operating plan, which includes strategies for mitigating odor. The operating plan shall be subject to future amendments as needed to implement measures that adequately address existing and future odor issues.
6. Flaring of biogas shall be permitted in a location and manner approved by the Emergency Management Director (and Fiscal Court) and in accordance with all applicable laws and regulations. To the maximum extent reasonable, the flaring of biogas shall be screened from adjacent properties and rights-of-way.
7. Vehicles delivering feedstock, waste or materials to the biodigester shall not be offloaded until they are parked inside a fully enclosed receiving building, and all doors and windows of the receiving building are completely closed.
8. No outdoor storage of feedstock, waste, filtering chemicals, or digestate shall take place on the site. All feedstock, filtering chemicals, and digestate shall be stored inside a fully-enclosed building with all doors and windows closed.
9. All bulking, transfer, and pre-treatment of feedstock and/or waste shall be carried out in an enclosed building maintaining negative air pressure.
10. All storage and process tanks shall be bermed with a concrete barrier to prevent spills and shall have a total capacity of at least one hundred ten percent (110%) of the largest tank. Each individual tank shall have a capacity of twenty-five percent (25%) of the total tankage volume.

11. The biodigester shall be at least fifty feet (50') from a perimeter property line adjacent to a public right-of-way.

12. The biodigester owner/operator shall ensure that the noise level at the property line does not exceed 65 dBa. Any biogas production facility shall be designed and operated in compliance with all applicable noise standards as may be amended. The Ohio County Fiscal Court may require review by an independent noise professional to confirm compliance with this requirement.

13. The biodigester shall be screened as a utility substation in accordance with any state or federal law concerning same. If no law exists, the project site for a commercial biogas production facility shall be fenced to prevent unauthorized access, including provision of signage addressing site security.

14. Prior to the operation of a biodigester, the owner shall submit an emergency response plan to the Emergency Management Director of Ohio County and the Fiscal Court.

15. Prior to the application of any biodigester product to any land/real estate, an environmental study must be performed on such land/real estate where application is sought. The owner(s) shall execute a consent to have the digestive nutrients applied.

16. Liquids may be discharged into a sewer only as approved by the water agency servicing the biodigester and the Ohio County Regional Wastewater District or may be taken off site in a closed tanker.

Section 2. Findings. The recitals set forth in this Ordinance and oral open meeting statements are incorporated into and made a part of this Ordinance and where applicable, constitute the findings of the Fiscal Court.

Section 3. Authorization to take additional steps. Ohio County, its agents, employees and/or representatives are hereby authorized and directed to take any additional steps and actions necessary or convenient to accomplish the intent of this Ordinance.

Section 4. Severability. If a provision of this act or its application to any person, entity or circumstance is held invalid, the invalidity does not affect other provisions or applications of the act that can be given effect without the invalid provision or application, and to this end the provisions of this act are severable.

Section 5. Misdemeanor Per Day of Violation. Any person found in violation of this ordinance shall be guilty of a Class B misdemeanor and shall be fined not less than One Hundred Dollars (\$100.00) and not more than Five Hundred Dollars (\$500.00) per violation. Each day of violation shall constitute a separate offense.

Section 6. Effective date. This Ordinance shall take effect and be in force after its passage and publication, in accordance with the laws of the Commonwealth of Kentucky.

Date of First Reading: September 9, 2025

Motion by: Larry Morpew

Seconded by: Dale Beavin

Vote:	Bullock	Yes
	Bennett	Yes
	Johnston	No
	Beavin	Yes
	Morpew	Yes
	McKenney	Yes

Date of Second Reading and Passage: October 14, 2025

Motion by: _____

Seconded by: _____

Vote: _____

DAVID JOHNSTON Date
OHIO COUNTY JUDGE EXECUTIVE

ATTESTED:

SONJA DAVIS, COURT CLERK

OHIO COUNTY
FINANCIAL STATUS REPORT
CURRENT

Print Date: 10/8/2025 1:19 pm
Page 3 of 3

Receipt Start: 9/1/2025 Receipts End: 9/30/2025 Period: 9/1/2025 thru 9/30/2025 using expense date for Accounts 25G - 25G

TOTAL REVENUES OVER EXPENDITURES \$54,559.61

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

SIGNED: Bess Ralph by Christina Sheppard
OHIO COUNTY

DATE: October 8, 2025

OHIO COUNTY
FINANCIAL STATUS REPORT
CURRENT

Print Date: 10/8/2025 1:19 pm
Page 2 of 3

Receipt Start: 9/1/2025 Receipts End: 9/30/2025 Period: 9/1/2025 thru 9/30/2025 using expense date for Accounts 25G - 25G

EXPENDITURES	
MOTOR VEHICLE DEPARTMENT	
Motor Vehicle Licenses	\$37,143.01
Motor Vehicle Usage Tax	\$210,980.34
Motor Vehicle Ad Valorem Tax	\$166,522.77
MOTOR VEHICLE DEPARTMENT TOTALS	\$414,646.12
REAL ESTATE & PROPERTY TAXES	
Deed Transfer Taxes	\$22,106.50
Delinquent Taxes	\$25,198.72
TOTAL REAL ESTATE & PROPERTY TAXES	\$47,305.22
COUNTY STICKERS	
Legal Process Taxes	\$2,226.27
Misc Licenses/Commissions	
Affordable Housing Trust Fund	\$6,414.00
Storage Fees to Fiscal Court	\$3,910.00
SALARIES	
Salary, Clerk	
Salary, Deputies	
TOTAL SALARIES	
MISCELLANEOUS EXPENSES	
Health/Life & Unemployment Insurance	
Employer Match/Soc Sec & Retirement	
Clerk's Expenses	
Clerk's Insurance & Bonds	
Clerk's Dues & Convention Expenses	
Postage	
Operating Expenses & Office Supplies	
Election Reimbursements	
Microfilming & Indexing Records	
Misc Equipment & Maintenance Agmts	
General Repairs & Maintenance	
Candidate Filing Fee	
Refunds	\$2,449.34
NSF Check Charges	
Grant Library & Archives	
Uncollectible Accounts Receivable	
Outstanding Accounts Receivable	
Clerk's Final Settlement	
BANK CHARGES	
TRANSFER(S) OF FUNDS	
CERTIFICATE OF DEPOSIT	
MISCELLANEOUS BANK TRANSACTIONS	
SUBTOTAL BANK ACTIVITY	
TOTAL EXPENDITURES	\$493,825.35

OHIO COUNTY
FINANCIAL STATUS REPORT
CURRENT

Print Date: 10/8/2025 1:19 pm
Page 1 of 3

Receipt Start: 9/1/2025 Receipts End: 9/30/2025 Period: 9/1/2025 thru 9/30/2025 using expense date for Accounts 25G - 25G

REVENUES	
FROM STATE & COUNTY:	
Registration of Voters	
Prepare Tax Bills	
Board of Supervisors, Appeals	
Grants Library & Archives	
Voter Personnel Reimbursement	
Salary, Clerk of Fiscal Court	
County Reimbursement	
Election Commissioner	
HB537 SPECIAL REVENUE	
FEES FROM TAXES & LICENSES:	
Motor Vehicle Licenses	\$55,519.01
Child Victim Fund	
Motor Vehicle Usage Taxes	\$217,505.51
Motor Vehicle Notary Fees	\$11.00
Motor Vehicle Lien Release Fees	\$1,664.00
Motor Vehicle Property Tax - Motax	\$173,461.22
Delinquent Taxes	\$27,628.60
Hunting & Fishing Licenses	
Marriage Licenses	\$850.00
Miscellaneous Licenses	\$10.00
County Stickers	\$17,577.50
Deed Transfer Taxes	\$23,270.00
RECORDING FEES:	
Deeds & Power Of Attorney	\$4,171.00
Real Estate Mortgages/Fixture Filing	\$7,173.00
Chattel Mortgages	\$6,332.00
Wills & Estates	\$334.00
Releases	\$2,443.00
Liens	\$320.00
Leases	\$111.00
Election Filing	
Storage Fees	\$3,910.00
Affordable Housing Trust	\$2,208.00
Miscellaneous Recordings	\$856.00
Postage & Copy Work	\$631.00
Miscellaneous	
Refunds & Overpayments	\$2,449.30
TOTAL SALES	\$548,435.14
MISCELLANEOUS BANK TRANSACTIONS	
Transfer of Funds (earned prev yr)	
Cash Drawer Transactions	
NSF Checks Less Redeposits	
Interest Received on Bank Account	\$8.26
Misc Income/Refunds/Bank Cr Memos	
Accounts Receivable Credit Memos	
TOTAL MISCELLANEOUS BANK TRANSACTIONS	\$8.26
Outstanding Accounts Receivables	(\$58.44)
TOTAL REVENUES GENERATED	\$548,384.96



OHIO COUNTY WATER DISTRICT

Eric Hickman, P.E.
General Manager
ehickman@ocwdky.org

124 East Washington Street
P.O. Box 207
Hartford, KY 42347

Phone: 270-298-7704
Fax: 270-298-9890
www.ocwdky.org

TO: OHIO COUNTY FISCAL COURT

DATE: September 26, 2025

INVOICE OR ESTIMATE: Estimate

PROJECT NAME: Neafus - Arnold Road Extension

Item No	Description	QTY	Unit	Unit Price	Line Total
1	Mobilization	1	LS	\$ -	\$ -
2	3-inch PVC SDR 21 Waterline	1,300	LF	\$ 3.15	\$ 4,095.00
3	3-inch PVC SDR 21 Waterline Install	1,300	LF	\$ 8.10	\$ 10,530.00
4	Skidsteer - Remediation Work	4	HR	\$ 160.00	\$ 640.00
5	Tracer Wire	1,300	LF	\$ 0.18	\$ 234.00
6	3-inch Gate Valve	1	EA	\$ 750.00	\$ 750.00
7	Misc. Plumbing Materials	1	LS	\$ 500.00	\$ 500.00
8	Flushing Station Materials	1	LS	\$ 500.00	\$ 500.00
9	Valve Box	1	EA	\$ 145.00	\$ 145.00
10					\$ -
11					\$ -
12					\$ -
13					\$ -
14					\$ -
15					\$ -
16					\$ -
17					\$ -
18					\$ -
19					\$ -
20					\$ -
TOTAL ESTIMATED CONSTRUCTION COST					\$ 17,394.00
ENGINEERING DESIGN SERVICES, KDOW APPROVAL, KYTC ENCROACHMENT					\$ 3,500.00
SURVEY & EASEMENTS					\$ -
TOTAL					\$ 20,894.00

PREPARED BY ERIC HICKMAN, P.E.

SIGNED: Eric Hickman DATE: 9/26/25



Brown Equipment Company
2501 S Kentucky Ave
Evansville IN 47714
Ph:800-747-2312
www.brownequipment.net

Vehicle Quote

#Q13561
9/24/2025

Bill To
OHIO COUNTY KY RD DEPT
2300 KY-69
HARTFORD KY 42347
United States

Ship To
OHIO COUNTY KY RD DEPT
2300 KY-69
HARTFORD KY 42347
United States

TOTAL

\$257,498.00
Sales Rep: Kenneth Powell

Expires	PO #	Quote Information	Shipping Method
10/24/2025			

Item	Description	Qty	Price	Extended Price
ENERGREEN-ASPEN-CLASSIC	ENERGREEN AMERICA MODEL: ASPEN CLASSIC FAST 7 BOOM IN STOCK UNIT - ASPEN032500266 24" Boom Reach With A Telescoping And Double Knuckle Boom 5 Year Boom Warranty For Cracking Or Bending Professional Vegetation Management Machine 143HP Deutz Diesel Engine T4F Hydrostatic Drive Transmission w/ 2-Speed Gearbox Heavy Duty 5 Motor Hydraulic System 25MPH Travel Speed 44 Gallon Fuel Capacity Front and Rear Locking Differentials SCD-Stability Control Device Rear Axle Oscillation Lock Boom Suspension System w/ Nitrogen Accumulator Hammer Glass on Right Side Cabin Window Hydraulic Quick Couplings Mounted on Boom Fire Extinguisher 180 Degree Rotator BKT Road Tires ***** KYTC Contract #MA 758 2300001361 *****	1	\$234,735.00	\$234,735.00
ENERGREEN-ILF FORESTRY HEAD 120 T 35cc	FORESTRY HEAD 120 T 35cc (ASPEN ADN KOMMUNAL)	1	\$22,763.00	\$22,763.00

Payment Information

A 3% fee will be applied to credit card transactions process through our system. Please note that this fee will only be applied to credit card transactions, and all other payment methods will remain without any additional fees, including the option to pay via ACH. For inquiries about this update or assistance with setting up ACH payments, please contact accounting@brownequipment.net.

Subtotal	\$257,498.00
Tax (0%)	\$0.00
Total	\$257,498.00

THANK YOU FOR CHOOSING BROWN EQUIPMENT COMPANY

BEC Brown Equipment Company
2501 S Kentucky Ave
Evansville IN 47714
BROWN Ph:800-747-2312
EQUIPMENT COMPANY www.brownequipment.net

Vehicle Quote

#Q13561
9/24/2025

FINAL INVOICE AMOUNT MAY BE SUBJECT TO ADDITIONAL MATERIAL AND MANUFACTURING SURCHARGES INCLUDING ANY TARIFFS THAT MAY ARISE. THIS ESTIMATE DOES NOT INCLUDE APPLICABLE TAXES. CUSTOMER IS RESPONSIBLE FOR ALL APPLICABLE FEDERAL, STATE AND LOCAL TAXES. WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS ESTIMATE.

PLEASE NOTE THAT A RESTOCKING FEE AND SHIPPING COSTS MAY BE ADDED TO ELIGIBLE PART RETURNS.

THANK YOU FOR CHOOSING BROWN EQUIPMENT COMPANY



Vehicle Quote

#Q13561
9/24/2025

TERMS AND CONDITIONS

- 1. ACCEPTANCE.** This quotation is an offer to sell products (equipment and/or parts) and/or service to potential customer(s). BUYER'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO BUYER'S ASSENT TO THE TERMS AND CONDITIONS PRINTED HEREON AND THE ATTACHED OR ACCOMPANYING QUOTE, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON SELLER. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OF WARRANTIES NOT FULLY EXPRESSED HEREIN.
- 2. LIMITED WARRANTIES.** Seller warrants that it can convey good title to the goods sold under this contract and that they are free of liens and encumbrances. Warranties are per manufacturer's written warranty or unless specified. There are no warranties, express or implied with respect to products sold hereunder which are misused, abused, or used in conjunction with mechanical equipment improperly designed, used or maintained or which are used, supplied for use or made available for use in any nuclear application of which Seller has not been notified in writing by Buyer at the time of order for the products sold hereunder. SELLER MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS CONTRACT.
- 3. LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY.** Seller's liability hereunder shall be limited to the obligation to repair or replace only those products proven to have been defective in material or workmanship at the time of delivery, or allow credit, at its option. Seller's total cumulative liability in any way arising from or pertaining to any product sold or required to be sold under this contract shall NOT in any case exceed the purchase price paid by Buyer for such products. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, LOST PROFITS, CLAIMS FOR LABOR, OR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES.
- 4. LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY FOR FAILURE OR DELAY IN DELIVERY.** NO DELIVERY DATES ARE GUARANTEED. BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ONLY LIABILITY FOR ANY DELAY IN DELIVERY SHALL BE LIMITED AS SET FORTH IN PARAGRAPH 3 OF THIS CONTRACT.
- 5. FORCE MAJEURE.** In any event and in addition to all other limitations stated herein, Seller shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance, which is (i) due to any act of God, the performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood or other casualty, governmental regulation or requirement, shortage or failure of raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller's is capable of settling any such labor problem.
- 6. BUYER'S OBLIGATION TO PASS ON LIMITATION OR WARRANTIES AND REMEDIES.** In order to protect Seller against claims by Buyer's buyer, if Buyer resells any of the goods purchased under this agreement, Buyer shall include the language contained in paragraphs 2 and 3 of this agreement, dealing with Seller's limitations of warranties and remedies, in an enforceable agreement with Buyer's buyer, or otherwise include language in an enforceable agreement with its buyer that makes Seller's limitation of warranties and remedies binding on its buyer. Buyer shall also include a provision in its agreement with its buyer applying Indiana law to any claims its buyer might assert against Seller with respect to goods repaired, manufactured or sold by Seller, and requiring its buyer to bring any such action against Seller either in federal district court in Evansville, IN or the common pleas court for Vanderburgh County, Indiana. Buyer shall defend, indemnify and hold Seller harmless from any and all claims, causes of action, damages, losses or expenses (including reasonable attorneys' fees) that Seller incurs by reason of Buyer's failure to comply with this paragraph.
- 7. PASSAGE OF TITLE.** Except with respect to title for vehicles that have a certificate of title or for equipment vehicles for which the full purchase price has not been paid, title to the products sold hereunder shall pass upon delivery to the carrier at the point of shipment. Neither Buyer nor the consignee shall have the right to divert or re-consign such shipment to any destination other than specified in the bill of lading without permission of the Seller. Unless otherwise agreed, Seller reserves the right to select the mode of transportation. With respect to title for vehicles that have a certificate of title or vehicles for which the full purchase price has not been paid to the Seller, title will only transfer on the delivery of the certificate of title and payments due from the Buyer to the Seller has been paid in full. After the Buyer takes possession of a piece of equipment from the Seller, the risk of loss passes to the Buyer regardless of whether the legal title is transferred to the Buyer. Buyer will indemnify and hold harmless the seller with respect to any losses, damages, or claims related to the vehicle(s) after the Buyer receives possession of the vehicle(s), including any attorney's fees or costs associated with the indemnity or the enforcement of the Seller's rights herein.

THANK YOU FOR CHOOSING BROWN EQUIPMENT COMPANY



Vehicle Quote

#Q13561
9/24/2025

8. **PAYMENTS AND LATE CHARGES ON PAST DUE ACCOUNTS.** Buyer represents that Buyer is solvent and can and will pay for the products sold to Buyer in accordance with the terms hereof. If Buyer shall fail to comply with any provision or to make payments in accordance with the terms of this contract or any other contract between Buyer and Seller, Seller may at its option defer shipments or, without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right, before making any delivery, to require payment in cash or security for payment, and if Buyer fails to comply with such requirement, Seller may terminate this contract. A late charge of 1-1/2% monthly (18% annual rate) or the maximum allowed by state law, if less, will be imposed on all past due accounts.

9. **TRANSPORTATION CHARGES.** Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges.

10. **CLAIMS BY BUYER.** Buyer shall thoroughly inspect products sold under this contract immediately upon receipt to verify for itself that they conform to the specifications of the contract. Buyer must notify Seller of claims for failure or delay in delivery within 30 days after the scheduled delivery date. Buyer must notify Seller of any claims for nonconforming or defective goods within 30 days after the nonconformity or defect was or should have been discovered. In addition, Seller must be given an opportunity to investigate the claim before Buyer disposes of the material, or else Buyer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless the Buyer shall have entered full details thereof on its receipt to the carrier.

11. **MECHANICAL PROPERTIES; CHEMICAL ANALYSES.** Data referring to mechanical properties or chemical analysis are the result of tests performed on specimens obtained from specific locations of the product(s) in accordance with prescribed sampling procedures; any warranty thereof is limited to the values obtained at such locations and by such procedures. There is no warranty with respect to values of the materials at other locations.

12. **PATENTS.** Seller shall indemnify Buyer against attorneys' fees and any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third person claiming the material delivered hereunder in itself constitutes an infringement of any U.S. patent, provided Buyer gives Seller prompt notice of any such suit being brought, gives Seller the opportunity to defend any such suit, and cooperates with Seller with respect to any such defense; unless the material is made in accordance with material designs, or specifications required by Buyer, in which case Buyer shall similarly indemnify Seller.

13. **PERMISSIBLE VARIATIONS.** The products sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications.

14. **TECHNICAL ADVICE.** Buyer represents that it has made its own independent determination that the products it is purchasing under this contract meet the design requirements of Buyer's project and are suitable for Buyer's intended application. Buyer further represents that it has not relied in any respect on any written or oral statements or advice from Seller, other than the standard product specifications set forth in the most recent addition of Seller's published product brochures, in making that determination.

15. **TAXES.** Any applicable sales, excise and/or use taxes, if any, due under the laws of any state, any local government authority, or the federal government of the United States, in connection with the purchase and sale of any equipment, parts, and/or services shall be the responsibility of the Buyer.

16. **BUYER'S RIGHT OF TERMINATION.** Buyer may terminate this contract in whole or in part upon notice in writing to Seller. Seller shall thereupon cease work and transfer to Buyer title to all completed and partially completed products and to any raw materials or supplies acquired by Seller especially for the purpose of performing this contract, and Buyer shall pay Seller the sum of the following: (1) the contract price for all products which have been completed prior to termination; (2) the cost to Seller of the material or work in process as shown on the books of Seller in accordance with the accounting practice consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price; (3) the cost f.o.b. Seller's plant of materials and supplies acquired especially for the purpose of performing this contract; and (4) reasonable cancellation charges, if any, paid by Seller on account of any commitment(s) made hereunder.

17. **SELLER'S RIGHT OF TERMINATION.** In addition to the other rights of termination provided for in this contract, and if this contract is made pursuant to any governmental rule or regulation, plan, order or other directive, upon the termination thereof, Seller shall have the option of canceling this contract in whole or in part.

18. **WAIVER.** Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

THANK YOU FOR CHOOSING BROWN EQUIPMENT COMPANY

BEC Brown Equipment Company
2501 S Kentucky Ave
Evansville IN 47714
Ph:800-747-2312
BROWN www.brownequipment.net
EQUIPMENT COMPANY

Vehicle Quote

#Q13561
9/24/2025

19. DELIVERY. Unless otherwise agreed to in writing by the Seller, the Buyer hereby agrees to take delivery of the materials on this order within the later of five (5) days after the wanted date shown on the face of the order or within five (5) days after notification, oral or written, that the materials are ready for shipment. In the event that the Buyer does not arrange to take delivery of the materials in accordance with this Contract, Seller, at Seller's option, may:

(a) invoice the Buyer for the materials less freight if applicable; store the material in Seller's yard for a period not to exceed sixty (60) days from the date of invoice; charge a storage fee not to exceed 5% per month or fraction thereof of the selling price of the stored materials; add any applicable price increases listed on the face of the order; charge for any repair work to protective coatings harmed by weathering while such material is being stored; and charge applicable freight when shipment to the Buyer is made. Materials remaining in storage after sixty (60) days from the invoice date shall become the property of the Seller for disposition at the Seller's discretion. In that event, Buyer shall not be liable for the invoice price of the materials, but shall be liable for the storage fee and any repair work to protective coatings; or

(b) cancel the order and invoice the Buyer for cancellation charges, which shall be 50% of the selling price of the materials if the materials are standard, in-stock material, or the full selling price if the materials are special or nonstandard in nature and were especially fabricated for the Buyer.

20. PERIOD OF LIMITATIONS. Buyer and Seller agree that any action by Buyer against Seller for a breach of this contract, including any action for breach of warranty, or otherwise in connection with the goods sold under this contract, must be commenced by Buyer against Seller within one year after the cause of action therefore accrues.

21. CONFLICTING PROVISIONS OFFERED BY BUYER. Any terms and conditions of any purchase order or other instrument issued by the Buyer, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any matter whatsoever unless accepted by Seller in writing.

22. SEVERABILITY. In case any provision of this contract shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

23. APPLICABLE LAW. This contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Indiana. Buyer and Seller specifically agree that any legal action brought relating to this contract will be brought and tried in the federal district court in Evansville, Indiana, or, in the absence of jurisdiction, the Vanderburgh County Court of Common Pleas in Evansville, IN.

David Johnston

Name(Printed)



Signature

Judge Executive

Title

10-15-25

Date

THANK YOU FOR CHOOSING BROWN EQUIPMENT COMPANY

PHONE
(859) 402-1241

Jave, LLC
2148 Island Dr.
Lexington, KY 40502

October 14, 2025

Ohio County Fiscal Court
Ohio County Judge Executive's Office
130 E Washington St, Suite #209
Hartford, KY 42357
(270) 298-4440

Attention: David Johnston, Judge Executive

Bid: Shreve Road Bridge over Rocky Fork Bridge Replacement (Bridge No. 092C00083N)

Bid Date: October 14, 2025 at 3:00 PM


JAVE, LLC proposes the following:

- 1.) Project to be constructed to meet Project Plans as prepared by STV (dated 8/27/25).
- 2.) Bid is to be considered a complete project including demolition of existing structure, constructing new bridge as detailed on plans, erosion control and any necessary traffic control.
- 3.) Bid based on roadway to be closed during project construction.
- 4.) Note: utility relocation, if required, by owner.
- 5.) *Anticipated start date in late winter/early spring.*

Total Bid: \$ 386,300.00

Thank you.

Sincerely,



Jamie Johnson
Vice President



Certificate No.
A - 2025
03221

Certificate of Eligibility

Issued By
Commonwealth of Kentucky
Transportation Cabinet

This certifies that **JAVE LLC**
2148 ISLAND DR
LEXINGTON, KY 40502

is hereby qualified to accept a contract or subcontract on projects of the Department of Highways for such a period as uncompleted work under prime contract at any time does not exceed the aggregate amount of **\$33,526,541**. This certificate which expires **December 31, 2025** is subject to revision or revocation, and is extended to 120 days from this expiration date. An application for renewal of this certificate must be filed within ninety days after the above date.

Types of Work

- A GRADE AND DRAIN
- E1 BRIDGES NOT MORE THAN 70 FT. CLEAR SPAN
- E2 BRIDGES NOT MORE THAN 100 FT. CLEAR SPAN
- E3 BRIDGES 100 FT. CLEAR SPAN AND OVER
- I25 BUILDINGS AND RELATED CONSTRUCTION
- I27 DEMOLITION
- I37 TRAFFIC CONTROL

Date issued: **May 20, 2025**

By

State Highway Engineer
Department of Highways



CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDDYYYY)
01/09/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TIS Insurance Services, Inc. 1900 N. Winston Rd. Suite 100 Knoxville TN 37919		CONTACT NAME: Stacy Douglas PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: sdouglas@tisins.com ADDRESS:	
INSURED Java, LLC 2148 Island Drive Lexington KY 40502		INSURER(S) AFFORDING COVERAGE INSURER A: The Cincinnati Insurance Company INSURER B: Kentucky AGC/SIF INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10677	

COVERAGES **CERTIFICATE NUMBER:** 25/26 GEN w/ LHR Equip **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MMDDYYYY)	POLICY EXP (MMDDYYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EPP0736156	01/15/2025	01/15/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP/AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			EPP0736156	01/15/2025	01/15/2026	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			EPP0736156	01/15/2025	01/15/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	22515	01/01/2025	01/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 4,500,000 E.L. DISEASE - EA EMPLOYEE \$ 4,500,000 E.L. DISEASE - POLICY LIMIT \$ 4,500,000 Limit: \$500,000
A	Leased/Hired/Rented Equipment			EPP0736156	01/15/2025	01/15/2026	Deductible: \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER For Information Purposes Only.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



Andy Beshear
GOVERNOR

EDUCATION AND LABOR CABINET

Department for Libraries & Archives
Denise Lyons, Commissioner
P.O. Box 537
300 Coffee Tree Road
Frankfort, Kentucky 40602
Phone (502) 564-8300
FAX (502) 564-5773

Jamie Link
SECRETARY

September 22, 2025

Honorable David Johnston
County Judge/Executive
Ohio County Courthouse
130 East Washington Street
Suite 209
Hartford, KY 42347

Dear Judge Johnston:

Since the term of Julie Francis of the Ohio County Public Library Board of Trustees will expire on November 14, 2025, we hereby submit the following names for your consideration in filling this vacancy (new 4-year term):

Julie Francis
977 Barnetts Creek Rd
Utica, KY 42376

JoBeth Embry
1210 Old Main Street
Hartford, KY 42347

As required by KRS 173, this appointment is to be made by you, "with the approval of the Fiscal Court." Please send correspondence and the record of appointment or the approved fiscal court minutes to kdlatrusteeappointments@ky.gov for our official files.

Sincerely,


Denise Lyons
Commissioner



Cc: Melanie Warga, Library Director
Amber Potts, Regional Librarian

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