

**Ohio County Fiscal Court**  
November 18, 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. Approve October 28, 2025 Minutes**

**Motion Passed:** Approved October 28, 2025 Minutes passed with a motion by Michael McKenney 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

**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 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. Clerk's October 2025 Financial Statement**

**Motion Passed:** Acknowledge receipt of Clerk's October 2025 financial statement passed with a motion by Michael McKenney and a second by Larry Morphew.

**6 Yeas - 0 Nays.**

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

**V. Amended Clerk Budget for 2025**

**Motion Passed:** Approve Amended Clerk Budget for 2025 passed with a motion by Jason Bullock and a second by Bo Bennett.

**6 Yeas - 0 Nays.**

David Johnston	Yes
Dale Beavin	Yes
Larry Morphew	Yes
Michael McKenney	Yes

Jason Bullock Yes  
Bo Bennett Yes

**VI. 2nd Reading of Ordinance 2025-5 Admin Code Amendment**

**Motion Passed:** Motion to approve 2nd Reading of Ordinance 2025-5 Admin Code Amendment passed with a motion by Jason Bullock and a second by Bo Bennett.

**6 Yeas - 0 Nays.**

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

**VII. Shreve Bridge Contract**

**Motion Passed:** Motion for Judge Executive to sign contract from Jave LLC, who submitted the winning bid, to begin work on bridge replacement 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

**VIII. Caroline Lane**

**Motion Passed:** Motion to blacktop Caroline Lane in the 2nd district, funds to come out of the road maintenance from FEMA passed with a motion by David Johnston 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

**IX. 7. Closed Session Under KRS 61.810 Chapter 1 Section C & F**

**Motion Passed:** Approved to enter into closed session under KRS 61.810 Chapter 1 Section C & F passed with a motion by David Johnston and a second by Bo Bennett.

**6 Yeas - 0 Nays.**

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

**IX.A. Return From Closed Session**

**Motion Passed:** Approved having returned from Closed Session 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

**X. Resolution 2025-20 - Resolution Allowing the Execution of Certain Agreement and Lease Documents**

**Motion Passed:** Motion to amend and approve Resolution 2025-20 - Resolution Allowing the Execution of Certain Agreement and Lease Documents, with the change of \$10,000 to \$5000 passed with a motion by Jason Bullock 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

**XI. Committee Reports**

**XI.A. Road Committee**

Discussion: The Pot Hole patcher bid from Brandeis, which was opened at the October 28 Fiscal Court meeting was discussed. Questions concerning how much surplus equipment and FEMA funds were coming.

**Motion Passed:** Motion to table the pot hole patcher purchase passed with a motion by Michael McKenney 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

**XI.B. Employee Appreciation**

Discussion: There was discussion concerning not having a Christmas banquet this year, and perhaps doing Employee Appreciation gift cards. Justin Keown, County Attorney advised that court would need to contact the auditor's office for wording.

**Motion Passed:** Motion to approve, pending approval by auditor passed with a motion by Bo Bennett 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

**XII. Magistrate's Comments and Requests**

**XII.A. District 1 - Magistrate Michael McKenney**

Discussion: Offered his condolences to Butler County in the sudden death of the Jailer.

He reiterated the Housing Committee needs help and if anyone is interested in helping reach out to him

**XII.B. District 2 - Magistrate Jason Bullock**

Discussion: Offered his condolences to Butler County in the sudden death of their jailer.

Stated that he would like to have figures together before the next meeting which is December 16, of the FEMA and surplus funds.

**XII.C. District 3 - Magistrate Bo Bennett**

Discussion: Thanked the road department for taking care of a road emergency in his district.

**XII.D. District 4 - Magistrate Dale Beavin**

Discussion: Announced that the Dundee Fire Department would be doing a Thanksgiving meal

**XII.E. District 5 - Magistrate Larry Morphew**

**XIII. Citizen's Comments**


**XIV. Adjournment**

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Judge Executive

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Ohio County Fiscal Court Clerk

	<b>Ohio County Fiscal Court Meeting REGULAR Judge Executive - David Johnston</b>				
<b>Michael McKenney</b> Magistrate District 1	<b>Jason Bullock</b> Magistrate District 2	<b>Bo Bennett</b> Magistrate District 3	<b>Dale Beavin</b> Magistrate District 4	<b>Larry Morphey</b> Magistrate District 5	<b>Justin Keown</b> County Attorney
<b>Ohio County Fiscal Court Meeting November 18, 2025 5:00 pm</b>					
<ol style="list-style-type: none"><li>1. Call to Order Prayer and Pledge</li><li>2. Approve October 28, 2025 Minutes</li><li>3. Bills, Claims, Payments and Transfers</li><li>4. Clerk's October 2025 Financial Statement</li><li>5. Amended Clerk Budget for 2025</li><li>6. 2<sup>nd</sup> Reading of Ordinance 2025-5 Admin Code Amendment</li><li>7. Shreve Bridge Contract</li><li>8. Caroline Lane</li><li>9. Closed Session Under KRS 61.810 Chapter 1 Section C &amp; F Return From Closed Session</li><li>10. Resolution 2025-20 – Resolution Allowing the Execution of Certain Agreements and Lease Documents – Justin Keown</li><li>11. Personnel</li><li>12. Committee Reports Road Committee Employee Appreciation</li><li>13. Magistrates Comments and Requests</li><li>14. County Officials Comments and Requests</li><li>15. Citizens Comments</li><li>16. Adjournment</li></ol>					

OHIO COUNTY  
FINANCIAL STATUS REPORT  
CURRENT

Print Date: 11/7/2025 10:22 am  
Page 3 of 3

Receipt Start: 10/1/2025 Receipts End: 10/31/2025 Period: 10/1/2025 thru 10/31/2025 using expense date for Accounts 25G - 25G

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TOTAL REVENUES OVER EXPENDITURES	\$64,820.72
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I certify that this statement, to the best of my knowledge, is true and correct.

SIGNED: Bess J. Helph  
OHIO COUNTY

DATE: 11/7/25

OHIO COUNTY  
FINANCIAL STATUS REPORT  
CURRENT

Print Date: 11/7/2025 10:22 am  
Page 1 of 3

Receipt Start: 10/1/2025 Receipts End: 10/31/2025 Period: 10/1/2025 thru 10/31/2025 using expense date for Accounts 25G - 25R

REVENUES	
<b>FROM STATE &amp; COUNTY:</b>	
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	
<b>FEES FROM TAXES &amp; LICENSES:</b>	
Motor Vehicle Licenses	\$57,575.94
Child Victim Fund	
Motor Vehicle Usage Taxes	\$186,491.49
Motor Vehicle Notary Fees	\$30.00
Motor Vehicle Lien Release Fees	\$1,960.00
Motor Vehicle Property Tax - Motax	\$202,371.90
Delinquent Taxes	\$74,043.82
Hunting & Fishing Licenses	
Marriage Licenses	\$1,400.00
Miscellaneous Licenses	\$1,330.00
County Stickers	\$18,360.00
Deed Transfer Taxes	\$7,320.50
<b>RECORDING FEES:</b>	
Deeds & Power Of Attorney	\$3,694.00
Real Estate Mortgages/Fixture Filing	\$5,577.00
Chattel Mortgages	\$5,084.00
Wills & Estates	\$200.00
Releases	\$2,091.00
Liens	\$2,450.00
Leases	\$34.00
Election Filing	
Storage Fees	\$3,370.00
Affordable Housing Trust	\$1,830.00
Miscellaneous Recordings	\$916.00
Postage & Copy Work	\$603.79
Miscellaneous	
Refunds & Overpayments	\$7,416.22
<b>TOTAL SALES</b>	<b>\$584,149.66</b>
<b>MISCELLANEOUS BANK TRANSACTIONS</b>	
Transfer of Funds (earned prev yr)	
Cash Drawer Transactions	
NSF Checks Less Redeposits	
Interest Received on Bank Account	\$9.11
Misc Income/Refunds/Bank Cr Memos	
Accounts Receivable Credit Memos	
<b>TOTAL MISCELLANEOUS BANK TRANSACTIONS</b>	<b>\$9.11</b>
Outstanding Accounts Receivables	\$160.94
<b>TOTAL REVENUES GENERATED</b>	<b>\$584,319.71</b>

OHIO COUNTY  
FINANCIAL STATUS REPORT  
CURRENT

Print Date: 11/7/2025 10:22 am  
Page 2 of 3

Receipt Start: 10/1/2025 Receipts End: 10/31/2025 Period: 10/1/2025 thru 10/31/2025 using expense date for Accounts 25G - 25G

EXPENDITURES	
<b>MOTOR VEHICLE DEPARTMENT</b>	
Motor Vehicle Licenses	\$39,074.94
Motor Vehicle Usage Tax	\$180,896.76
Motor Vehicle Ad Valorem Tax	\$194,277.03
<b>MOTOR VEHICLE DEPARTMENT TOTALS</b>	<b>\$414,248.73</b>
<b>REAL ESTATE &amp; PROPERTY TAXES</b>	
Deed Transfer Taxes	\$6,954.47
Delinquent Taxes	\$66,588.78
<b>TOTAL REAL ESTATE &amp; PROPERTY TAXES</b>	<b>\$73,543.25</b>
<b>COUNTY STICKERS</b>	<b>\$17,625.60</b>
Legal Process Taxes	\$2,018.10
Misc Licenses/Commissions	
Affordable Housing Trust Fund	
Storage Fees to Fiscal Court	\$3,370.00
<b>SALARIES</b>	
Salary, Clerk	
Salary, Deputies	
<b>TOTAL SALARIES</b>	
<b>MISCELLANEOUS EXPENSES</b>	
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	\$8,693.31
NSF Check Charges	
Grant Library & Archives	
Uncollectible Accounts Receivable	
Outstanding Accounts Receivable	
Clerk's Final Settlement	
<b>BANK CHARGES</b>	
<b>TRANSFER(S) OF FUNDS</b>	
<b>CERTIFICATE OF DEPOSIT</b>	
<b>MISCELLANEOUS BANK TRANSACTIONS</b>	
<b>SUBTOTAL BANK ACTIVITY</b>	
<b>TOTAL EXPENDITURES</b>	<b>\$519,498.99</b>

Form For Budget, Cumulative Quarterly Report and Annual Settlement For Calendar Year 2025

AMENDED \_\_\_\_\_ OHIO County Clerk

Part One - Summary and Reconciliation of All Accounts

Columns 1	Columns 2	Columns 3	Columns 4	Columns 5
Show & Describe All Accounts	2025 Fee Account Cumulative Actual	Account (NOT FEE ACCOUNT)	Account (NOT FEE ACCOUNT)	Account (NOT FEE ACCOUNT)
Budget Estimate				
1. Receipts YTD	\$6,874,116.90			
2. Total Disbursements YTD	\$6,874,116.90			
3. Book Balance/Excess Fees				
4. Bank Statement Balance				
5. Plus Deposits in Transit				
6. Less Outstanding Checks				
7. Other				
8. Reconciled Bank Balance				
9. Accounts Receivable as of 12/31				
10. Unpaid Obligations as of 12/31				
11. Excess Fees				

**Instructions:** This form is the required format for the budget and the quarterly report. **BUSIED:** After completing the budget estimate columns of Parts One, Two and Three, submit to the fiscal court for approval by January 15th and following approval submit to the state local finance officer. **QUARTERLY REPORT:** This quarterly report is cumulative. Show the status of all funds in the official charge during calendar year to date in Part One. Line 1. Show total receipts in a cash book for the year to date including any beginning balances for all accounts. Show current year fee account in COLUMN 2 as calculated in Part Three of report. Line 2. Show total disbursements for the year to date for all accounts. Show current year fee account in COLUMN 3 as calculated in Part Three of report. Line 3. Show difference between lines 1 and 2 for all accounts. Line 4. Show bank statement balances at close of quarter. Line 5. Show total amount of checks issued from the close of quarter that are not reflected in bank statement(s). Line 6. Show total amount of checks issued from the close of quarter that are not reflected in bank statement(s). Line 7. Show (reconciliation) in Part Three of report. Line 8. Show the reconciled bank balance at close of quarter that are not reflected in bank statement(s). Line 9. Complete for quarter ending 12/31. Show calculation in Part Three of report. Line 10. Complete for quarter ending 12/31. Show calculation in Part Three of report. Line 11. Complete for each quarter ending 12/31. Show line 8 adjusted fee lines 9 and 10. All items to be shown in Part four. Report due to: State Local Finance Officer, 1024 Capital Center Drive, Suite 340, Frankfort, KY 40601-8204 by the 30th day following the close of each quarter. Fax # 502-373-3712 / Tlx # 502-573-3710.

Approved by the fiscal court on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

To the best of my knowledge the information reported herein for the budget/quarter ended \_\_\_\_\_ is accurate and complete.

*Geos J. Heph*  
Signature of County Clerk

County Judge/Executive \_\_\_\_\_ Date \_\_\_\_\_

11/13/25  
Date

OF 1142,001 Rev. 11/07/20

Part Two Receipts	Budget Estimate	1/1 thru 3/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD	Accounts Receivable 12/31	Settlement Total
1. Federal Grants/Reimbursements								
2. State Grants								
3. State Fees For Services								
4. Tax Bill Prep	\$6,000.00							
5. Registration of Voters	\$8,000.00							
6. Licenses and Taxes								
7. Motor Vehicle:								
8. Licenses and Transfers	\$947,000.00							
9. Usage Tax	\$2,310,000.00							
10. Tangible Personal Property Tax	\$2,684,603.00							
11. Notary Fees								
12.								
13. Licenses: alcohol								
14. County Stickers	\$243,000.00							
15. Marriage	\$7,500.00							
16. Affordable Housing Trust Fund	\$26,240.00							
17.								
18.								
19.								
20. Deed Transfer Tax	\$115,000.00							
21. Delinquent Taxes	\$275,000.00							
22. Fees Collected for Services								
23. Recordings								
24. Deeds, Easements, and Contracts	\$41,500.00							
25. Real Estate Mortgages	\$67,980.00							
26. Chattel Mortgages & Financing \$	\$87,786.90							
27. Powers of Attorney	\$5,465.00							
28. All Other Recordings								
29. Charges for Other Services:								
30. Copywork	\$4,200.00							
31. Postage	\$5,642.00							
<b>Part Two (continued) Receipts</b>	<b>Budget Estimate</b>	<b>1/1 thru 3/31</b>	<b>4/1 thru 6/30</b>	<b>7/1 thru 9/30</b>	<b>10/1 thru 12/31</b>	<b>Total YTD</b>	<b>Accounts Receivable 12/31</b>	<b>Settlement Total</b>
32. Other: (describe)								
33. Candidate Filing Fee								
34. Storage Fees	\$39,000.00							
35. Interest Earned								
36.								
37. Total Revenues	\$6,874,116.90							
38. Petty Cash								
39. Borrowed Money								
40. Total Receipts	\$6,874,116.90							

County Clerk's Budget and Report

BF112482 Rev. 11/02/09

Copy the figures shown on line 40 in the Budget Estimate column in the Summary on page 3, column 1, line 1. Copy the figures shown on line 40 in the Total YTD column to page 1, column 2, line 1. Copy the figures shown on line 39 in the Available column for 12/31 report only to page 1, line 3.

Part Three Disbursements Required Payments		Budget Estimate	1/1 thru 3/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD	12/31 Unpaid Obligations	Settlement Total
1.	Payments to State (describe)								
2.	Motor Vehicle								
3.	Licenses & Transfers	\$695,044.94							
4.	Usage Tax	\$2,219,052.46							
5.	Tangible Personal Prop Tax	\$1,021,200.93							
6.	Licenses (describe)								
7.									
8.	Marriage Licenses								
9.	Affordable Housing Trust Fund	\$21,930.00							
10.	Delinquent Tax	\$20,312.97							
11.	Legal Process Tax	\$21,912.20							
12.									
13.	Payments to Fiscal Court (describe)								
14.	Tangible Personal Property Tax	\$130,569.48							
15.	Delinquent Tax	\$14,427.81							
16.	Deed Transfer Tax	\$98,998.99							
17.	Storage fees	\$58,960.00							
18.	County Sickers	\$227,477.48							
Part Three (continued) Disbursements		Budget Estimate	1/1 thru 3/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD	12/31 Unpaid Obligations	Settlement Total
19.									
20.									
21.	Payments to Other Districts (describe)								
22.	Tangible Personal Property Tax	\$1,407,132.92							
23.	Delinquent Tax	\$138,535.62							
24.									
25.	Payments to Sheriff	\$19,090.64							
26.									
27.	Payments to County Attorney	\$33,296.83							
28.	Total Required Payments	\$6,107,943.27	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Official Expenses									
29.	Personal Services								
30.	County Clerk's Gross Salary								
31.	County Clerk's Expense Allowance								
32.	Deputies Gross Salaries								
33.	Part Time Gross Salaries								

County Clerk's Budget and Report



Commonwealth of Kentucky  
Ohio County Fiscal Court  
ORDINANCE #2025-5  
(As Amended)

AN ORDINANCE ADOPTING AN ADMINISTRATIVE CODE:

BE IT ORDAINED BY THE FISCAL COURT OF OHIO COUNTY, KENTUCKY:

THE ADMINISTRATIVE CODE SHALL BE RECORDED BY THE COUNTY CLERK IN TOTAL TEXT IN THE ORDER BOOK OF THE FISCAL COURT OF OHIO COUNTY, KENTUCKY.

ORDINANCE #2025-5, AN ADMINISTRATIVE CODE CONSISTING OF (100) PAGES WHICH IS ATTACHED HERETO AND INCORPORATED BY REFERENCE, AS AMENDED, IS HEREBY ADOPTED AT ITS FIRST READING ON THIS DATE AND SHALL BE DULY PUBLISHED FOR ITS SECOND READING.

INTRODUCED, PUBLICLY READ AND PUBLISHED AS REQUIRED BY HAVING FIRST BEEN READ ON JUNE 9, 2025 PASSED AND ADOPTED AFTER LEGAL PUBLICATION ON JUNE 24, 2025.

AMENDED OCTOBER 14, 2025 PASSED AND ADOPTED AFTER LEGAL PUBLICATION ON \_\_\_\_\_, 2025

OHIO COUNTY FISCAL COURT

BY: \_\_\_\_\_

DAVID JOHNSTON

OHIO COUNTY JUDGE EXECUTIVE

ATTEST:

\_\_\_\_\_  
FISCAL COURT CLERK

**Amendment wording:**

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.

**To be added to the "Wages" Section**

# AIA® Document A105® – 2017

## Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the    day of    in the year  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*  
Ohio County Fiscal Court  
Ohio County Judge Executive's Office  
130 E Washington St, Suite #209  
Hartford, KY 42357  
and the Contractor:  
*(Name, legal status, address and other information)*

Jave, LLC  
2148 Island Dr.  
Lexington, KY 40502

for the following Project:  
*(Name, location and detailed description)*

Ohio Co  
Shreve Road over Rocky Fork Creek  
*(Paragraphs deleted)*  
Bridge 092C00083N

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3	CONTRACT SUM
4	PAYMENTS
5	INSURANCE
6	GENERAL PROVISIONS
7	OWNER
8	CONTRACTOR
9	ARCHITECT
10	CHANGES IN THE WORK
11	TIME
12	PAYMENTS AND COMPLETION
13	PROTECTION OF PERSONS AND PROPERTY
14	CORRECTION OF WORK
15	MISCELLANEOUS PROVISIONS
16	TERMINATION OF THE CONTRACT
17	OTHER TERMS AND CONDITIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;

*(Paragraphs deleted)*

- .2 other documents, if any, identified as follows:

- KYTC Specification for the attached proposal/bid letter
  - Drawings by STV dated 8/27/25

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

*(Paragraphs deleted)*

**§ 2.3 Substantial Completion:**

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:

*(Check the appropriate box and complete the necessary information.)*

[ ] By the following date: ~~6/30/26~~ 6/23/26

**ARTICLE 3 CONTRACT SUM**

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Three Hundred Eighty-six Thousand Three Hundred Dollars and Zero Cents (\$ 386,300.00 )

*(Table deleted)*  
*(Paragraphs deleted)*  
*(Table deleted)*  
*(Paragraphs deleted)*  
*(Table deleted)*  
*(Paragraphs deleted)*

**ARTICLE 4 PAYMENTS**

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

*(Insert below timing for payments and provisions for withholding retainage, if any.)*

Bi-Weekly, No Retainage

*(Paragraphs deleted)*

**ARTICLE 5 INSURANCE**

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

Contractor's Insurance certificates are attached.

*(Table deleted)*  
*(Paragraphs deleted)*

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

**ARTICLE 6 GENERAL PROVISIONS**

**§ 6.1 The Contract**

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

**§ 6.2 The Work**

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

**§ 6.3 Intent**

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

*(Paragraphs deleted)*

**§ 6.5 Electronic Notice**

Written notice under this Agreement may be given by one party to the other by email as set forth below. *(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)*

Jeff Houchin, President  
jeffh@javelle.com

**ARTICLE 7 OWNER**

**§ 7.1 Information and Services Required of the Owner**

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 The Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

**§ 7.2 Owner's Right to Stop the Work**

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

**§ 7.3 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

**§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts**

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

**ARTICLE 8 CONTRACTOR**

**§ 8.1 Review of Contract Documents and Field Conditions by Contractor**

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

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§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

**§ 8.2 Contractor's Construction Schedule**

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

**§ 8.3 Supervision and Construction Procedures**

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

**§ 8.4 Labor and Materials**

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

*(Paragraphs deleted)*

**§ 8.6 Taxes**

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

**§ 8.7 Permits, Fees and Notices**

§ 8.7.1 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

*(Paragraph deleted)*

**§ 8.8 Submittals**

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

**§ 8.9 Use of Site**

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

**§ 8.10 Cutting and Patching**

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

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**§ 8.11 Cleaning Up**

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

*(Paragraphs deleted)*

**ARTICLE 10 CHANGES IN THE WORK**

**§ 10.1** The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus 25% overhead and profit.

**§ 10.2** The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

**§ 10.3** If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

*(Paragraphs deleted)*

**ARTICLE 12 PAYMENTS AND COMPLETION**

**§ 12.1 Contract Sum**

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

**§ 12.2 Applications for Payment**

**§ 12.2.1** At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

**§ 12.2.2** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

**§ 12.3 Certificates for Payment**

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

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**§ 12.4 Progress Payments**

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

**§ 12.5 Substantial Completion**

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 12.6 Final Completion and Final Payment**

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

**ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

**ARTICLE 14 CORRECTION OF WORK**

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

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§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

**ARTICLE 15 MISCELLANEOUS PROVISIONS**

**§ 15.1 Assignment of Contract**

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

*(Paragraphs deleted)*

**§ 15.3 Governing Law**

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

**ARTICLE 16 TERMINATION OF THE CONTRACT**

**§ 16.1 Termination by the Contractor**

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

**§ 16.2 Termination by the Owner for Cause**

**§ 16.2.1** The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

This Agreement entered into as of the day and year first written above.  
*(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)*

\_\_\_\_\_  
OWNER *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
CONTRACTOR *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*  
LICENSE NO.:  
JURISDICTION:

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270.737.7555 + 913 N Mulberry Street, Elizabethtown, KY 42701  
scottyscontracting.com

September 17<sup>th</sup>, 2025

Ohio County Fiscal Court  
Judge David Johnston  
130 E Washington St, Ste 215  
Hartford KY 42347

Re: Estimated cost for paving Caroline Lane (CR-1746)

From joint just past Waylon Lane to end at MP0.263

Approx. 1,100' x 18' plus driveway aprons on chip seal

Place and compact 3" Asphalt Base

375 tons @ \$99.75 = \$37,406.25

\*Materials per Kentucky Department of Transportation Specifications

\*Pricing based on Sept. 2025 Asphalt Index of \$590.71

Cordially submitted,

*Christopher Smith*

Christopher Smith  
Estimating

**OHIO COUNTY FISCAL COURT**

**RESOLUTION 2025-20**

**RESOLUTION ALLOWING THE EXECUTION OF CERTAIN AGREEMENTS  
AND LEASE DOCUMENTS ON BEHALF OF  
OHIO COUNTY FISCAL COURT (Ohio County, Kentucky)**

**WHEREAS**, the Ohio County Fiscal Court is responsible for entering into contracts and agreements for the lease or rental of real and/or personal property necessary for the proper administration of county affairs; and

**WHEREAS**, the Ohio County Fiscal Court seeks to improve the efficiency of its administrative processes by authorizing the county Judge Executive to sign and execute rental and lease agreements on its behalf; and

**WHEREAS**, KRS 67.710 designates the county Judge Executive as the chief executive of the county and grants him/her the power to execute contracts on behalf of the Ohio County Fiscal Court, including those necessary for rental and leasing; and

**WHEREAS**, the Ohio County Fiscal Court retains its oversight responsibilities and budgetary authority over any leases or rental agreements entered into under this resolutions.

**NOW THEREFORE, BE IT RESOLVED** by the Ohio County Fiscal Court that:

SECTION 1: Authority Granted. The Ohio County Judge Executive is hereby authorized to execute rental agreements and leases for real and personal property on behalf of the Ohio County Fiscal Court consistent with this resolution. Further, the Judge Executive has the authority to permit department heads to execute the aforementioned agreements and leases with his/her approval. The aforementioned actions having been accepted for quite some time and this resolution is to provide a formal written resolution (believed the Court has prior/similar resolution that can not be located).

SECTION 2: Scope of Authority. This authority shall apply to all rental agreements and leases related to the normal course of county business, including but not limited to, the

rental of office space, equipment leases, and use agreements for county property. This authority is subject to the following limitations:

- (a) All agreements must not exceed a term of one year without specific approval by the Ohio County Fiscal Court.
- (b) All agreements must not exceed a financial threshold of \$5,000.00 per year without specific approval by the Ohio County Fiscal Court.
- (c) The Judge Executive (or department heads if approved by said Judge Executive) shall keep a copy of any and all executed leases and rental agreements for review by any member of the Ohio County Fiscal Court.

SECTION 3: Effective Date: This resolution shall be retrospectively effective upon its passage and shall remain in effect until repealed by a subsequent resolution of the Ohio County Fiscal Court.

SECTION 4: Attestation. The Ohio County Judge Executive is authorized to sign any documents necessary to effectuate this resolution.

**INTRODUCED AND APPROVED** on the \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
DAVID JOHNSTON  
OHIO COUNTY JUDGE EXECUTIVE

ATTESTED:

\_\_\_\_\_  
SONJA DAVIS, COURT CLERK

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