

This was a Regular Meeting of the Boyd County Fiscal Court held on May 10, 2022. Meeting was held in the Boyd County Courthouse, Second floor Courtroom, at 12:00 pm.

### Present Were:

Eric Chaney, County Judge Executive  
Keith Watts, County Commissioner  
Larry Brown, County Commissioner  
Randy Stapleton, County Commissioner

Meeting was opened by Eric Chaney, County Judge.  
Larry Brown was called upon to deliver the invocation.  
Mike Wurts led the pledge of Allegiance

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## Approval of Minutes

Motion was made by Keith Waits and Seconded by Larry Brown to approve the minutes from the April 11, 2022 meetings.

## Amenda Agenda

Motion was made by Larry Brown and seconded by Keith Watts to amend the agenda to add first reading of an ordinance relating to the lease of County owned real property.

**Vote as Follows:**      Eric Chaney      Yes  
                                  Keith Watts      Yes  
                                  Larry Brown      Yes  
                                  Randy Stapleton Yes

## Approval of Bills

Motion was made by Larry Brown and seconded by Randy Stapleton to authorize the County Treasurer to pay the following list of bills and transfers:

# Boyd County Fiscal Court

5/6/2022

## Total Disbursements

04/12/2022 to 05/10/2022

01-0000-0000 to 98-8099-5860

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### ECONOMIC DEVELOPMENT

06-5075-1750	JANITORIAL SERVICES	\$1,000.00
04/14/2022	6181 BCFC PAYROLL	500.00
04/28/2022	6185 BCFC PAYROLL	500.00
06-5075-3360	MAINTENANCE & REPAIR	\$3,302.11
04/18/2022	6182 MISTY FIELDS	30.07
04/20/2022	6184 BOYD COUNTY FISCAL COURT	333.18
04/20/2022	6184 BOYD COUNTY FISCAL COURT	2,938.86
06-5075-5780	UTILITIES	\$3,595.03
04/12/2022	6178 SANITATION DISTRICT #4	123.76
04/12/2022	6179 STATE INDUSTRIAL PRODUCTS	226.60
04/12/2022	6180 CANNONSBURG WATER DISTRICT	206.44
04/18/2022	6183 ARMSTRONG	750.00
05/02/2022	6186 COLUMBIA GAS OF KY	355.85
05/02/2022	6187 KENTUCKY POWER COMPANY	1,057.55
05/06/2022	6188 HARTS SANITATION, INC	118.93
05/06/2022	6189 CANNONSBURG WATER DISTRICT	528.75
05/06/2022	6190 ARMSTRONG	227.15

ECONOMIC DEVELOPMENT Total: **7,897.14**

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### GENERAL

01-5001-1010	COUNTY JUDGE EXEC	\$9,177.68
04/14/2022	54943 BCFC PAYROLL	4,588.84
04/28/2022	54983 BCFC PAYROLL	4,588.84
01-5001-1060	OFFICE STAFF	\$1,286.43
04/14/2022	54943 BCFC PAYROLL	735.78
04/28/2022	54983 BCFC PAYROLL	550.65
01-5001-1070	FEMA DIRECTOR	\$2,884.62
04/28/2022	54983 BCFC PAYROLL	2,884.62
01-5001-1650	ADMIN ASSISTANT	\$2,914.08
04/14/2022	54943 BCFC PAYROLL	1,457.04
04/28/2022	54983 BCFC PAYROLL	1,457.04
01-5001-1790	HR DIRECTOR	\$4,753.84
04/14/2022	54943 BCFC PAYROLL	2,376.92
04/28/2022	54983 BCFC PAYROLL	2,376.92
01-5001-3020	ADVERTISING	\$7.38
04/20/2022	54955 BOYD COUNTY FISCAL COURT	7.38
01-5001-4450	MATERIALS & SUPPLIES	\$215.00
04/20/2022	54955 BOYD COUNTY FISCAL COURT	25.00
04/20/2022	54955 BOYD COUNTY FISCAL COURT	190.00
01-5001-5690	REGISTRATIONS, TRAINING	\$70.67
04/20/2022	54955 BOYD COUNTY FISCAL COURT	70.67
01-5001-6990	LEASE VEHICLES	\$380.06
04/14/2022	54944 ENTERPRISE FM TRUST	380.06
01-5005-1010	COUNTY ATTORNEY SALARY	\$4,318.90

04/14/2022	54943 BCFC PAYROLL	2,159.45
04/28/2022	54983 BCFC PAYROLL	2,159.45
01-5005-1050	ASST CO ATTORNEY	\$872.76
04/14/2022	54943 BCFC PAYROLL	436.38
04/28/2022	54983 BCFC PAYROLL	436.38
01-5005-1050-002	ASST CO ATTORNEY	\$3,513.94
04/14/2022	54943 BCFC PAYROLL	1,756.97
04/28/2022	54983 BCFC PAYROLL	1,756.97
01-5005-1060	ASST CO ATTORNEY	\$1,514.16
04/14/2022	54943 BCFC PAYROLL	757.08
04/28/2022	54983 BCFC PAYROLL	757.08
01-5005-1410	PARAPROFESSIONAL	\$3,246.84
04/14/2022	54943 BCFC PAYROLL	1,623.42
04/28/2022	54983 BCFC PAYROLL	1,623.42
01-5005-1410-002	PARAPROFESSIONAL #2	\$3,543.98
04/14/2022	54943 BCFC PAYROLL	1,771.99
04/28/2022	54983 BCFC PAYROLL	1,771.99
01-5005-1410-003	PARAPROFESSIONAL #3	\$207.12
04/14/2022	54943 BCFC PAYROLL	103.56
04/28/2022	54983 BCFC PAYROLL	103.56
01-5005-1670	SECRETARY #3	\$3,072.32
04/14/2022	54943 BCFC PAYROLL	1,536.16
04/28/2022	54983 BCFC PAYROLL	1,536.16
01-5005-1670-001	COLLECTIONS SECRETARY	\$3,074.32
04/14/2022	54943 BCFC PAYROLL	1,537.16
04/28/2022	54983 BCFC PAYROLL	1,537.16
01-5005-1680	SECRETARY #4	\$4,135.74
04/14/2022	54943 BCFC PAYROLL	2,067.87
04/28/2022	54983 BCFC PAYROLL	2,067.87
01-5005-1690	SECRETARY #5	\$2,149.38
04/14/2022	54943 BCFC PAYROLL	1,074.69
04/28/2022	54983 BCFC PAYROLL	1,074.69
01-5010-1010	COUNTY CLERK SALARY	\$8,817.76
04/14/2022	54943 BCFC PAYROLL	4,408.88
04/28/2022	54983 BCFC PAYROLL	4,408.88
01-5010-1030	CLERK DEPUTIES SALARY	\$72,564.66
04/14/2022	54943 BCFC PAYROLL	22,513.04
04/14/2022	54943 BCFC PAYROLL	1,565.33
04/14/2022	54943 BCFC PAYROLL	8,099.51
04/14/2022	54943 BCFC PAYROLL	3,006.95
04/28/2022	54983 BCFC PAYROLL	23,788.93
04/28/2022	54983 BCFC PAYROLL	2,574.90
04/28/2022	54983 BCFC PAYROLL	8,009.05
04/28/2022	54983 BCFC PAYROLL	3,006.95
01-5010-3020	ADVERTISING	\$100.00
04/20/2022	54955 BOYD COUNTY FISCAL COURT	100.00
01-5010-4450	OFFICE SUPPLIES	\$65.79
04/20/2022	54955 BOYD COUNTY FISCAL COURT	15.89
04/25/2022	54967 AT&T MOBILITY	49.90
01-5010-5630	POSTAGE	\$114.81
04/20/2022	54955 BOYD COUNTY FISCAL COURT	27.10
04/20/2022	54955 BOYD COUNTY FISCAL COURT	26.61
04/20/2022	54955 BOYD COUNTY FISCAL COURT	61.10
01-5010-5740	TRAINING	\$150.00
04/19/2022	54954 KCCA	150.00

01-5010-5760	TRAVEL	\$570.35
04/12/2022	54917 LISA FARRIS	126.28
04/20/2022	54955 BOYD COUNTY FISCAL COURT	205.44
05/03/2022	55006 ANITA SMITH	86.24
05/05/2022	55013 LISA FARRIS	152.39
01-5010-5780	ASHLAND BRANCH UTILITIES	\$874.06
05/02/2022	54999 CHARTER COMMUNICATIONS	405.00
05/02/2022	55000 ARMSTRONG	469.06
01-5015-1010	SHERIFF SALARY	\$9,177.68
04/14/2022	54943 BCFC PAYROLL	4,588.84
04/28/2022	54983 BCFC PAYROLL	4,588.84
01-5015-1030	DEPUTY SALARIES	\$180,285.54
04/14/2022	54943 BCFC PAYROLL	28,635.69
04/14/2022	54943 BCFC PAYROLL	51,249.21
04/28/2022	54983 BCFC PAYROLL	36,715.86
04/28/2022	54983 BCFC PAYROLL	61,764.78
04/28/2022	54983 BCFC PAYROLL	1,920.00
01-5015-3400	VEHICLE MAINT. & REPAIR	\$237.95
04/20/2022	54955 BOYD COUNTY FISCAL COURT	169.95
04/25/2022	54974 VOID	0.00
04/25/2022	54974 VOID	0.00
04/25/2022	54974 VOID	0.00
04/27/2022	54978 BOYD COUNTY CLERK	30.00
05/03/2022	55008 BOYD COUNTY CLERK	19.00
05/03/2022	55008 BOYD COUNTY CLERK	19.00
01-5015-3990	CONTRACTED SERVICES	\$451.35
04/20/2022	54955 BOYD COUNTY FISCAL COURT	18.00
04/20/2022	54955 BOYD COUNTY FISCAL COURT	433.35
01-5015-4290	GASOLINE	\$525.55
04/21/2022	54960 BP BUSINESS SOLUTIONS	525.55
01-5015-4450	MATERIALS & SUPPLIES	\$1,142.65
05/06/2022	55023 INGRAM MICRO FLEX PYMT SOL	1,142.65
01-5015-5730	PHONES/COMMUNICATION	\$1,171.80
04/21/2022	54959 VERIZON	226.61
04/25/2022	54966 AT&T MOBILITY	945.19
01-5015-5770	TRAVEL	\$3,443.47
04/12/2022	54940 STEVE LAKE	200.00
04/12/2022	54941 SCOTT CRAWFORD	200.00
04/12/2022	54942 BRAD WILEY	200.00
04/20/2022	54955 BOYD COUNTY FISCAL COURT	-150.00
04/20/2022	54955 BOYD COUNTY FISCAL COURT	929.92
04/20/2022	54955 BOYD COUNTY FISCAL COURT	765.45
04/20/2022	54955 BOYD COUNTY FISCAL COURT	332.80
04/20/2022	54955 BOYD COUNTY FISCAL COURT	358.80
04/25/2022	54965 TIM RENFROE	200.00
05/03/2022	55007 CHRIS CASTLE	206.50
05/05/2022	55014 DAVE WHITE	200.00
01-5015-5780	UTILITIES	\$74.54
04/12/2022	54920 SANITATION DISTRICT #4	49.22
04/25/2022	54968 ARMSTRONG	25.32
01-5015-6990	LEASE VEHICLES	\$25.00
04/14/2022	54944 ENTERPRISE FM TRUST	25.00
01-5020-1010	CORONER SALARY	\$3,353.84
04/14/2022	54943 BCFC PAYROLL	1,676.92
04/28/2022	54983 BCFC PAYROLL	1,676.92

01-5020-1031	DEP CORONER SALARY	\$4,038.46
04/14/2022	54943 BCFC PAYROLL	2,019.23
04/28/2022	54983 BCFC PAYROLL	2,019.23
01-5020-1650	SECRETARY	\$2,769.24
04/14/2022	54943 BCFC PAYROLL	1,384.62
04/28/2022	54983 BCFC PAYROLL	1,384.62
01-5020-3030	AMBULANCE TRANSPORT	\$1,950.00
04/14/2022	54943 BCFC PAYROLL	1,270.00
04/28/2022	54983 BCFC PAYROLL	680.00
01-5020-3400	VEHICLE MAINT. & REPAIR	\$1,460.81
04/12/2022	54939 DUNN-RITE AUTOMOTIVE LLC	1,294.88
04/20/2022	54955 BOYD COUNTY FISCAL COURT	165.93
01-5020-4460	CORONER EXPENSES	\$471.41
04/20/2022	54955 BOYD COUNTY FISCAL COURT	371.41
04/20/2022	54955 BOYD COUNTY FISCAL COURT	100.00
01-5020-5780	UTILITIES	\$340.09
04/12/2022	54936 CANNONSBURG WATER DISTRICT	30.09
04/18/2022	54951 KENTUCKY POWER COMPANY	189.81
04/21/2022	54961 ARRICKS PROPANE	63.60
05/06/2022	55019 HARTS SANITATION, INC	26.50
05/06/2022	55020 CANNONSBURG WATER DISTRICT	30.09
01-5020-6990	ENTERPRISE	\$641.21
04/14/2022	54944 ENTERPRISE FM TRUST	641.21
01-5025-1010	COMMISSIONERS SALARY	\$4,692.42
04/14/2022	54943 BCFC PAYROLL	2,346.21
04/28/2022	54983 BCFC PAYROLL	2,346.21
01-5025-5690	REGISTRATIONS, TRAINING	\$522.28
04/20/2022	54955 BOYD COUNTY FISCAL COURT	522.28
01-5040-1020	COUNTY TREASURER SALARY	\$4,674.62
04/14/2022	54943 BCFC PAYROLL	2,337.31
04/28/2022	54983 BCFC PAYROLL	2,337.31
01-5040-1040	FINANCE OFFICER	\$2,153.85
04/14/2022	54943 BCFC PAYROLL	2,153.85
01-5040-1050	ACCOUNTS PAYABLE	\$5,461.55
04/14/2022	54943 BCFC PAYROLL	1,653.85
04/28/2022	54983 BCFC PAYROLL	3,807.70
01-5040-3070	PAYROLL TAX ADMINISTRATOR	\$4,318.06
04/14/2022	54943 BCFC PAYROLL	2,159.03
04/28/2022	54983 BCFC PAYROLL	2,159.03
01-5047-1850	PAYROLL TAX ADVISOR	\$1,846.16
04/14/2022	54943 BCFC PAYROLL	923.08
04/28/2022	54983 BCFC PAYROLL	923.08
01-5050-1020	ABC DIRECTOR	\$3,169.22
04/14/2022	54943 BCFC PAYROLL	1,584.61
04/28/2022	54983 BCFC PAYROLL	1,584.61
01-5057-3480	DATA PROCESSING (PAYROLL)	\$3,731.47
04/28/2022	54984 BCFC PAYROLL	541.38
04/28/2022	54984 BCFC PAYROLL	599.20
04/28/2022	54984 BCFC PAYROLL	2,590.89
01-5060-1010	LAW LIBRARIAN SALARY	\$46.16
04/14/2022	54943 BCFC PAYROLL	23.08
04/28/2022	54983 BCFC PAYROLL	23.08
01-5065-5660	ELECTIONS EXPENSES	\$1,231.85
04/20/2022	54956 ELLEN KEATON	100.00

04/20/2022	54957 DEBBIE JONES	100.00
04/22/2022	54962 BILLIE JOHNSON	186.97
04/22/2022	54963 AMANDA EVANS	156.40
04/25/2022	54964 SONYA O'BRIEN	137.08
04/26/2022	54976 DEBBIE JONES	100.00
04/26/2022	54977 ELLEN KEATON	100.00
04/27/2022	54981 BOYD COUNTY CLERK	100.00
04/27/2022	54982 BOYD COUNTY CLERK	100.00
05/02/2022	55002 KATHY FISHER	101.40
05/02/2022	55003 KCCA	50.00
01-5070-1060	FEMA COORDINATOR	\$7,985.10
04/14/2022	54943 BCFC PAYROLL	2,884.62
04/14/2022	54943 BCFC PAYROLL	2,550.24
04/28/2022	54983 BCFC PAYROLL	2,550.24
01-5070-6030	FEMA PROJECTS	\$3,074.59
04/12/2022	54937 KENTUCKY FARMERS BANK	3,074.59
01-5075-1070	ECONOMIC DEV. ADMINISTRATOR	\$3,846.16
04/14/2022	54943 BCFC PAYROLL	1,923.08
04/28/2022	54983 BCFC PAYROLL	1,923.08
01-5075-1070-002	ECONOMIC DEVELOPMENT	\$2,769.24
04/14/2022	54943 BCFC PAYROLL	1,384.62
04/28/2022	54983 BCFC PAYROLL	1,384.62
01-5080-1070	MAINTENANCE SUPERVISOR	\$2,962.02
04/14/2022	54943 BCFC PAYROLL	1,481.01
04/28/2022	54983 BCFC PAYROLL	1,481.01
01-5080-1070-001	MAINTENANCE SUPERVISOR	\$3,244.31
04/14/2022	54943 BCFC PAYROLL	1,560.00
04/28/2022	54983 BCFC PAYROLL	1,684.31
01-5080-1750	JANITORS SALARIES	\$4,930.16
04/14/2022	54943 BCFC PAYROLL	2,482.72
04/28/2022	54983 BCFC PAYROLL	2,447.44
01-5080-4110	MATERIALS & SUPPLIES	\$391.89
04/20/2022	54955 BOYD COUNTY FISCAL COURT	24.99
04/20/2022	54955 BOYD COUNTY FISCAL COURT	67.67
04/20/2022	54955 BOYD COUNTY FISCAL COURT	299.23
01-5080-5780	UTILITIES	\$13,452.41
04/18/2022	54952 KENTUCKY POWER COMPANY	72.30
04/18/2022	54953 RINGLEADER, INC	4,234.93
04/25/2022	54967 AT&T MOBILITY	793.93
04/25/2022	54969 WINDSTREAM	105.59
04/25/2022	54970 WINDSTREAM	99.87
04/25/2022	54971 WINDSTREAM	427.74
04/25/2022	54972 WINDSTREAM	74.95
04/25/2022	54973 WINDSTREAM	310.25
05/02/2022	54985 DEPT OF UTILITIES	1,959.70
05/02/2022	54990 KENTUCKY POWER COMPANY	4,583.67
05/03/2022	55005 COLUMBIA GAS OF KY	219.25
05/06/2022	55016 HARTS SANITATION, INC	165.00
05/06/2022	55021 KENTUCKY POWER COMPANY	405.23
01-5081-1070	MAINTENANCE SUPERVISOR	\$3,446.45
04/14/2022	54943 BCFC PAYROLL	1,723.23
04/28/2022	54983 BCFC PAYROLL	1,723.22
01-5081-1750	JANITORS	\$11,991.63
04/14/2022	54943 BCFC PAYROLL	5,623.87
04/28/2022	54983 BCFC PAYROLL	6,367.76
01-5081-5780	UTILITIES	\$10,345.07

04/18/2022	54946 COLUMBIA GAS OF KY	1,226.60
05/02/2022	54987 DEPT OF UTILITIES	793.57
05/02/2022	54991 KENTUCKY POWER COMPANY	8,159.90
05/06/2022	55018 HARTS SANITATION, INC	165.00
01-5085-5780	UTILITIES P&P	\$1,271.25
04/12/2022	54934 DEPT OF UTILITIES	55.07
05/02/2022	54994 KENTUCKY POWER COMPANY	1,190.36
05/02/2022	54996 KENTUCKY POWER COMPANY	25.82
01-5085-5780-001	UTILITIES CS/DPA	\$442.96
04/12/2022	54933 DEPT OF UTILITIES	58.38
04/18/2022	54947 COLUMBIA GAS OF KY	289.83
04/18/2022	54947 COLUMBIA GAS OF KY	94.75
01-5086-5780	UTILITIES ANNEX	\$2,321.28
05/02/2022	54985 DEPT OF UTILITIES	653.24
05/02/2022	54989 KENTUCKY POWER COMPANY	1,656.19
05/02/2022	54992 KENTUCKY POWER COMPANY	11.85
01-5091-1290	COMPUTER PROGRAMMER	\$3,028.98
04/14/2022	54943 BCFC PAYROLL	1,514.49
04/28/2022	54983 BCFC PAYROLL	1,514.49
01-5091-5850	WARRANTY SUBSCRIPTIONS	\$754.08
04/20/2022	54955 BOYD COUNTY FISCAL COURT	742.50
04/20/2022	54955 BOYD COUNTY FISCAL COURT	11.58
01-5115-1150	CODE ENFORCEMENT	\$3,076.94
04/14/2022	54943 BCFC PAYROLL	1,538.47
04/28/2022	54983 BCFC PAYROLL	1,538.47
01-5115-6990	NEW VEHICLES - CODE ENFORC	\$352.33
04/14/2022	54944 ENTERPRISE FM TRUST	352.33
01-5135-1030	EMS DIRECTOR	\$5,000.00
04/14/2022	54943 BCFC PAYROLL	2,500.00
04/28/2022	54983 BCFC PAYROLL	2,500.00
01-5135-1030-002	DEPUTY DIRECTOR IT	\$2,424.46
04/14/2022	54943 BCFC PAYROLL	1,212.23
04/28/2022	54983 BCFC PAYROLL	1,212.23
01-5135-1050	EMS DEPUTY	\$4,615.40
04/14/2022	54943 BCFC PAYROLL	2,307.70
04/28/2022	54983 BCFC PAYROLL	2,307.70
01-5135-4200	RESPONSE SUPPLIES & SERVICES	\$51.70
04/20/2022	54955 BOYD COUNTY FISCAL COURT	51.70
01-5135-4450	OFFICE SUPPLIES	\$100.69
04/20/2022	54955 BOYD COUNTY FISCAL COURT	100.69
01-5135-5780	UTILITIES	\$485.35
04/12/2022	54924 AT&T MOBILITY	235.37
04/18/2022	54950 CHARTER COMMUNICATIONS	249.98
01-5135-5920	VEHICLE REPAIR/MAINTENANCE	\$446.48
04/20/2022	54955 BOYD COUNTY FISCAL COURT	-54.00
04/20/2022	54955 BOYD COUNTY FISCAL COURT	426.58
04/20/2022	54955 BOYD COUNTY FISCAL COURT	73.90
01-5145-5070	RSPSC 911 CENTER	\$13,450.75
04/25/2022	54975 RSPSC	13,450.75
01-5205-1050	ASST DOG WARDENS	\$9,576.90
04/14/2022	54943 BCFC PAYROLL	4,838.48
04/28/2022	54983 BCFC PAYROLL	4,738.42
01-5205-1070	ANIMAL CONTROL SUPERVISOR	\$3,921.99
04/14/2022	54943 BCFC PAYROLL	2,139.27

04/28/2022	54983 BCFC PAYROLL	1,782.72
01-5205-1690	ANIMAL CONTROL AIDE-DIXON	\$2,968.54
04/14/2022	54943 BCFC PAYROLL	1,484.27
04/28/2022	54983 BCFC PAYROLL	1,484.27
01-5205-4450	OFFICE SUPPLIES	\$-105.98
04/20/2022	54955 BOYD COUNTY FISCAL COURT	-105.98
01-5205-5730	TELEPHONE	\$116.96
04/25/2022	54967 AT&T MOBILITY	116.96
01-5205-5780	UTILITIES	\$1,149.05
04/12/2022	54930 ARMSTRONG	84.95
04/18/2022	54948 KENTUCKY POWER COMPANY	798.10
04/18/2022	54949 KENTUCKY POWER COMPANY	32.62
05/02/2022	54986 DEPT OF UTILITIES	137.10
05/06/2022	55015 HARTS SANITATION, INC	96.28
01-5205-6990	LEASE VEHICLES	\$1,077.79
04/14/2022	54944 ENTERPRISE FM TRUST	352.33
04/14/2022	54944 ENTERPRISE FM TRUST	352.33
04/14/2022	54944 ENTERPRISE FM TRUST	373.13
01-5401-1070	SUPERVISOR	\$3,846.16
04/14/2022	54943 BCFC PAYROLL	1,923.08
04/28/2022	54983 BCFC PAYROLL	1,923.08
01-5401-1770	PARK MAINT. SALARIES	\$21,931.40
04/14/2022	54943 BCFC PAYROLL	9,762.57
04/28/2022	54983 BCFC PAYROLL	12,168.83
01-5401-5480	PARK IMPROVEMENTS	\$15,640.90
04/18/2022	54945 RICHARD BRYAN	14,800.00
04/20/2022	54955 BOYD COUNTY FISCAL COURT	119.73
04/20/2022	54955 BOYD COUNTY FISCAL COURT	12.18
04/20/2022	54955 BOYD COUNTY FISCAL COURT	423.99
05/03/2022	55004 KY STATE TREAS/DIVISION OF BUILDII	285.00
01-5401-5780	UTILITIES	\$6,099.04
04/12/2022	54928 ARMSTRONG	177.85
04/12/2022	54929 KENTUCKY POWER COMPANY	1,212.89
04/12/2022	54931 KENTUCKY POWER COMPANY	321.93
04/12/2022	54932 HARTS SANITATION, INC	278.00
04/12/2022	54935 CANNONSBURG WATER DISTRICT	30.09
04/12/2022	54935 CANNONSBURG WATER DISTRICT	30.09
04/12/2022	54919 BIG SANDY WATER DISTRICT	19.93
04/12/2022	54919 BIG SANDY WATER DISTRICT	19.93
04/12/2022	54921 HARTS SANITATION, INC	95.20
04/12/2022	54922 SANITATION DISTRICT #4	59.22
04/12/2022	54922 SANITATION DISTRICT #4	59.22
04/12/2022	54923 SANITATION DISTRICT #4	31.22
04/12/2022	54923 SANITATION DISTRICT #4	271.94
04/12/2022	54925 KENTUCKY POWER COMPANY	137.21
04/12/2022	54926 KENTUCKY POWER COMPANY	24.62
04/12/2022	54927 KENTUCKY POWER COMPANY	29.91
05/02/2022	54988 DEPT OF UTILITIES	114.20
05/02/2022	54988 DEPT OF UTILITIES	29.98
05/02/2022	54988 DEPT OF UTILITIES	55.70
05/02/2022	54988 DEPT OF UTILITIES	628.50
05/02/2022	54993 KENTUCKY POWER COMPANY	1,317.18
05/02/2022	54995 KENTUCKY POWER COMPANY	33.47
05/02/2022	54997 KENTUCKY POWER COMPANY	34.30
05/02/2022	55001 ARMSTRONG	104.95
05/06/2022	55017 HARTS SANITATION, INC	96.28
05/06/2022	55017 HARTS SANITATION, INC	96.28

05/06/2022	55017 HARTS SANITATION, INC	96.28
05/06/2022	55017 HARTS SANITATION, INC	96.28
05/06/2022	55022 CANNONSBURG WATER DISTRICT	30.09
05/06/2022	55022 CANNONSBURG WATER DISTRICT	30.09
05/06/2022	55024 KENTUCKY POWER COMPANY	24.25
05/06/2022	55025 KENTUCKY POWER COMPANY	34.96
05/06/2022	55026 HARTS SANITATION, INC	477.00
01-5401-6990	LEASE VEHICLES	\$808.16
04/14/2022	54944 ENTERPRISE FM TRUST	352.33
04/14/2022	54944 ENTERPRISE FM TRUST	25.00
04/14/2022	54944 ENTERPRISE FM TRUST	430.83
01-5420-9020	TOURIST ROOM TAX	\$62,119.04
05/04/2022	55009 ASHLAND AREA TOURISM	4,500.00
05/04/2022	55010 KFB WEALTH MANAGEMENT	19,250.55
05/04/2022	55010 KFB WEALTH MANAGEMENT	3,000.00
05/04/2022	55011 BC CONVENTION AND ARTS CENTER	8,842.12
05/04/2022	55012 BOYD COUNTY TOURISM AND CONVE	26,526.37
01-5425-0000	COMMUNITY EVENTS	\$250.00
05/02/2022	54998 JORDANS WAY LLC	250.00
01-7500-6990	BORROWED MONEY	\$1,127.91
04/12/2022	54938 MAGNOLIA BANK	1,127.91
01-9100-5670	REFUNDS	\$366.00
04/12/2022	54918 ROBERT S LAWSON	366.00
01-9100-5990	MISCELLANEOUS	\$300.00
04/21/2022	54958 SMOKIN' JS RIB & BREWHOUSE	300.00
01-9400-2010	SOCIAL SECURITY	\$33,829.34
04/14/2022	54943 BCFC PAYROLL	15,586.12
04/28/2022	54983 BCFC PAYROLL	18,243.22
01-9400-2050	HEALTH INSURANCE	\$11,408.55
04/27/2022	54979 ANTHEM BLUE CROSS & BLUE SHIELD	8,780.36
04/27/2022	54980 ANTHEM LIFE	1,694.03
04/27/2022	54980 ANTHEM LIFE	934.16

GENERAL Total: 660,698.31

#### JAIL

03-5101-1010	JAILER SALARY	\$9,177.68
04/14/2022	11166 BCFC PAYROLL	4,588.84
04/28/2022	11174 BCFC PAYROLL	4,588.84
03-5101-1030	DEPUTIES SAL-REGULAR	\$188,403.93
04/14/2022	11166 BCFC PAYROLL	96,640.49
04/28/2022	11174 BCFC PAYROLL	91,763.44
03-5101-4290	GASOLINE	\$717.05
04/20/2022	11170 SUPERFLEET MASTERCARD PROGRAM	717.05
03-5101-4450	OFFICE SUPPLIES	\$115.97
04/20/2022	11168 BOYD COUNTY FISCAL COURT	10.44
04/20/2022	11168 BOYD COUNTY FISCAL COURT	105.53
03-5101-4461	DUTY SPECIFIC MATERIALS&SUPPLIES	\$82.62
04/20/2022	11168 BOYD COUNTY FISCAL COURT	82.62
03-5101-5730	TELEPHONE	\$1,683.23
04/25/2022	11172 AT&T MOBILITY	1,683.23
03-5101-5740	TRAINING	\$1,193.97
04/20/2022	11168 BOYD COUNTY FISCAL COURT	12.71
04/20/2022	11168 BOYD COUNTY FISCAL COURT	105.00

04/20/2022	11168 BOYD COUNTY FISCAL COURT	101.26
04/27/2022	11173 KENTUCKY JAILERS ASSOCIATION	975.00
03-5101-5780	UTILITIES	\$14,215.57
04/12/2022	11164 HARTS SANITATION, INC	60.00
04/12/2022	11165 HARTS SANITATION, INC	245.00
04/20/2022	11169 COLUMBIA GAS OF KY	3,171.18
04/25/2022	11171 ARMSTRONG	89.95
05/02/2022	11175 DEPT OF UTILITIES	2,612.97
05/02/2022	11176 DEPT OF UTILITIES	1,751.71
05/02/2022	11177 KENTUCKY POWER COMPANY	6,039.76
05/06/2022	11178 HARTS SANITATION, INC	245.00
03-5101-7230	NEW VEHICLES	\$1,634.16
04/14/2022	11167 ENTERPRISE FM TRUST	1,080.86
04/14/2022	11167 ENTERPRISE FM TRUST	25.00
04/14/2022	11167 ENTERPRISE FM TRUST	528.30
03-9400-2010	SOCIAL SECURITY	\$14,935.27
04/14/2022	11166 BCFC PAYROLL	7,586.63
04/28/2022	11174 BCFC PAYROLL	7,348.64

JAIL Total: **232,159.45**

**ROAD**

02-6105-1430	ROAD WORKERS SALARIES	\$70,002.55
04/14/2022	31413 BCFC PAYROLL	34,294.28
04/28/2022	31419 BCFC PAYROLL	35,708.27
02-6105-1450	ROAD FOREMAN SALARY	\$4,896.46
04/14/2022	31413 BCFC PAYROLL	2,448.23
04/28/2022	31419 BCFC PAYROLL	2,448.23
02-6105-4050	SHOP MATERIALS & SUPPLIES	\$237.69
04/20/2022	31417 BCFC-GENERAL	22.11
04/20/2022	31417 BCFC-GENERAL	34.83
04/20/2022	31417 BCFC-GENERAL	100.00
04/20/2022	31417 BCFC-GENERAL	34.00
04/20/2022	31417 BCFC-GENERAL	22.09
04/20/2022	31417 BCFC-GENERAL	24.66
02-6105-4290	FUEL	\$30.00
04/20/2022	31417 BCFC-GENERAL	30.00
02-6105-5780	UTILITIES	\$6,182.97
04/12/2022	31409 AMERICAN MESSAGING	18.61
04/12/2022	31410 HARTS SANITATION, INC	556.00
04/12/2022	31411 SANITATION DISTRICT #4	360.14
04/12/2022	31412 CANNONSBURG WATER DISTRICT	224.98
04/18/2022	31415 KENTUCKY POWER COMPANY	1,072.33
04/18/2022	31416 KENTUCKY POWER COMPANY	36.16
04/25/2022	31418 AT&T MOBILITY	191.75
05/02/2022	31420 CHARTER COMMUNICATIONS	99.98
05/02/2022	31421 COLUMBIA GAS OF KY	1,625.93
05/02/2022	31422 ARMSTRONG	1,090.00
05/06/2022	31423 CANNONSBURG WATER DISTRICT	252.48
05/06/2022	31425 HARTS SANITATION, INC	636.00
05/06/2022	31426 AMERICAN MESSAGING	18.61
02-6105-6990	LEASE VEHICLES	\$12,661.75
04/12/2022	31408 DEERE CREDIT, INC	5,357.93
04/14/2022	31414 ENTERPRISE FM TRUST	1,067.51
04/14/2022	31414 ENTERPRISE FM TRUST	352.33
04/14/2022	31414 ENTERPRISE FM TRUST	352.33
04/14/2022	31414 ENTERPRISE FM TRUST	352.33

04/14/2022	31414 ENTERPRISE FM TRUST	352.33
04/14/2022	31414 ENTERPRISE FM TRUST	352.33
04/14/2022	31414 ENTERPRISE FM TRUST	1,408.07
04/14/2022	31414 ENTERPRISE FM TRUST	430.98
04/14/2022	31414 ENTERPRISE FM TRUST	25.01
04/14/2022	31414 ENTERPRISE FM TRUST	25.02
04/14/2022	31414 ENTERPRISE FM TRUST	25.00
04/14/2022	31414 ENTERPRISE FM TRUST	420.81
04/14/2022	31414 ENTERPRISE FM TRUST	430.81
04/14/2022	31414 ENTERPRISE FM TRUST	599.61
05/06/2022	31424 DEERE CREDIT, INC	1,109.35
02-9400-2010	SOCIAL SECURITY	\$5,551.41
04/14/2022	31413 BCFC PAYROLL	2,632.43
04/28/2022	31419 BCFC PAYROLL	2,918.98

ROAD Total: 99,562.83

**SENIOR CTR**

80-5305-5780	UTILITIES	\$435.64
05/02/2022	11133 KENTUCKY POWER COMPANY	435.64

SENIOR CTR Total: 435.64

**SPECIAL PROJECTS**

76-5420-5780	UTILITIES-NEW CONVENTION CTR	\$829.06
04/12/2022	2691 SANITATION DISTRICT #4	31.22
04/12/2022	2692 HARTS SANITATION, INC	217.00
04/12/2022	2693 CANNONSBURG WATER DISTRICT	185.42
05/06/2022	2694 CANNONSBURG WATER DISTRICT	185.42
05/06/2022	2695 HARTS SANITATION, INC	210.00

SPECIAL PROJECTS Total: 829.06

Grand Total: 1,001,582.43

**Boyd County Fiscal Court**

**Outstanding Vendor Claims**

05/06/2022

Invoice Date	Vendor Invoice Num	Claim Description	Account Number	Account Description	PO Number	Invoice Amount
<b>01 GENERAL</b>						
		<b>ACADEMY ANIMAL HOSPITAL</b>				
04/28/2022	225547		01-5205-3150	VETERINARIAN	102,441	75.00
04/28/2022	225084		01-5205-3150	VETERINARIAN	102,441	75.00
04/28/2022	225085		01-5205-3150	VETERINARIAN	102,441	75.00
04/28/2022	224988		01-5205-3150	VETERINARIAN	102,441	75.00
04/28/2022	225362		01-5205-3150	VETERINARIAN	102,441	75.00
04/28/2022	225306		01-5205-3150	VETERINARIAN	102,441	75.00
04/28/2022	225376		01-5205-3150	VETERINARIAN	102,441	75.00
04/28/2022	225377		01-5205-3150	VETERINARIAN	102,441	75.00
04/28/2022	225421		01-5205-3150	VETERINARIAN	102,441	75.00
04/28/2022	225447		01-5205-3150	VETERINARIAN	102,441	75.00
04/30/2022	225378		01-5205-3150	VETERINARIAN	102,441	75.00
05/02/2022	226067		01-5205-3150	VETERINARIAN	102,446	75.00
05/02/2022	226137		01-5205-3150	VETERINARIAN	102,446	75.00
05/02/2022	226211		01-5205-3150	VETERINARIAN	102,446	75.00
05/02/2022	226016		01-5205-3150	VETERINARIAN	102,446	75.00
05/02/2022	225976		01-5205-3150	VETERINARIAN	102,446	75.00
05/02/2022	225673		01-5205-3150	VETERINARIAN	102,446	75.00
05/02/2022	225818		01-5205-3150	VETERINARIAN	102,446	75.00
05/02/2022	225789		01-5205-3150	VETERINARIAN	102,446	75.00
<b>ACADEMY ANIMAL HOSPITAL</b>						<b>1,425.00</b>
04/28/2022	5918	<b>AKME DRUG TESTING</b>	01-5232-5490	DRUG TESTING	90.00	
				<b>AKME DRUG TESTING</b>	<b>90.00</b>	
04/21/2022	16090	<b>ALL PRO SUPPLY</b>	01-5080-4110	MATERIALS & SUPPLIES	102,416	1,563.30
05/03/2022	16152		01-5080-4110	MATERIALS & SUPPLIES	102,423	493.86
				<b>ALL PRO SUPPLY</b>	<b>2,057.16</b>	

**ALPHA MECHANICAL SERVICE, INC**

Boyd County Fiscal Court

## Outstanding Vendor Claims

05/06/2022

Invoice Date	Vendor InvoiceNum	Claim Description	Account Number	Account Description	PO Number	Invoice Amount
04/25/2022	378259		01-5080-5710	RENEWALS & REPAIRS		264.00
04/25/2022	377440		01-5081-5710	RENEWALS & REPAIRS		379.00
05/03/2022	380507		01-5080-5710	RENEWALS & REPAIRS	102,454	1,298.98

**ANDY MARKELONIS**  
Z ENYART/21-  
D KIRK/21-H-5  
B ROBINSON/

01-9100-5670

195.00

AMAZON CAPITAL SERVICES 2,532.38

01-5015-3400	VEHICLE MAINT. & REPAIR	560.00
01-5015-3400	VEHICLE MAINT. & REPAIR	588.04
		-----
	APPALACHIAN TIRE	1,148.04
01-50080-5780	UTILITIES	102,436
01-50085-5780	UTILITIES P&P	102,437
		110.00
		55.00

1170016828 1170016829

AREA PEST CONTROL, INC.  
8848 8839

Boyd County Fiscal Court

Outstanding Vendor Claims

05/06/2022

Invoice Date	Vendor Invoice Num	Claim Description	Account Number	Account Description	PO Number	Invoice Amount
ASHLAND ANIMAL CLINIC						
04/28/2022	511789		01-5205-3150	VETERINARIAN	102,440	75.00
05/03/2022	512707		01-5205-3150	VETERINARIAN	102,448	167.97
05/03/2022	512626		01-5205-3150	VETERINARIAN	102,448	134.25
05/04/2022	513732		01-5015-3990	CONTRACTED SERVICES	102,462	50.68
AREA PEST CONTROL, INC.						
						165.00
ASHLAND ANIMAL CLINIC						
						427.90
ASHLAND OFFICE SUPPLY						
04/18/2022	937829-0		01-5065-5660	ELECTIONS EXPENSES	102,402	157.31
04/18/2022	936277-0		01-5065-5660	ELECTIONS EXPENSES	102,402	2,476.03
04/18/2022	936817-0		01-5065-5660	ELECTIONS EXPENSES	102,402	20.93
04/18/2022	937423-0		01-5065-5660	ELECTIONS EXPENSES	102,402	26.99
04/18/2022	937340-1		01-5065-5660	ELECTIONS EXPENSES	102,402	99.23
04/18/2022	936277-1		01-5065-5660	ELECTIONS EXPENSES	102,402	571.39
04/18/2022	937340-0		01-5010-4450	OFFICE SUPPLIES	102,172	57.99
04/18/2022	937559-0		01-5010-4450	OFFICE SUPPLIES	102,172	38.99
04/18/2022	937558-0		01-5010-4450	OFFICE SUPPLIES	102,172	19.95
04/18/2022	937794-0		01-5010-4450	OFFICE SUPPLIES	102,172	25.98
04/21/2022	937643-0		01-5015-4450	MATERIALS & SUPPLIES	102,414	90.00
04/22/2022	937246-0		01-5015-4450	MATERIALS & SUPPLIES	102,414	38.99
04/22/2022	937246-1		01-5015-4450	MATERIALS & SUPPLIES	102,414	20.60
04/22/2022	937459-0		01-5015-4450	MATERIALS & SUPPLIES	102,414	15.84
04/26/2022	936944-0		01-5015-4450	MATERIALS & SUPPLIES	102,430	13.65
04/26/2022	936355-0		01-5015-4450	MATERIALS & SUPPLIES	102,430	33.73
05/03/2022	939068-0		01-5010-4450	OFFICE SUPPLIES	102,172	96.00
05/03/2022	938979-0		01-5010-4450	OFFICE SUPPLIES	102,172	5.95
05/03/2022	938870-0		01-5010-4450	OFFICE SUPPLIES	102,172	5.95
05/03/2022	9388370-1		01-5010-4450	OFFICE SUPPLIES	102,172	28.99
05/03/2022	9390170-0		01-5010-4450	OFFICE SUPPLIES	102,172	71.34
05/03/2022	938360-0		01-5010-4450	OFFICE SUPPLIES	102,172	175.00
05/03/2022	9388370-0		01-5010-4450	OFFICE SUPPLIES	102,172	77.98
05/03/2022	9388972-0		01-5010-4450	OFFICE SUPPLIES	102,172	28.99
05/03/2022	9398474-0		01-5010-4450	OFFICE SUPPLIES	102,172	37.24
05/03/2022	9388971-0		01-5010-4450	OFFICE SUPPLIES	102,172	5.95
05/03/2022	939047-1		01-5065-5660	ELECTIONS EXPENSES	102,402	40.46
05/03/2022	938493-0		01-5065-5660	ELECTIONS EXPENSES	102,402	148.55

Boyd County Fiscal Court  
Outstanding Vendor Claims

Invoice Date	Vendor Invoice Num	Claim Description	Account Number	Account Description	PO Number	Invoice Amount
05/03/2022	939047-0		01-5065-5660	ELECTIONS EXPENSES	102,402	168.80
05/04/2022	938608-0		01-5015-4450	MATERIALS & SUPPLIES	102,463	40.99
05/04/2022	938987-0		01-5015-4450	MATERIALS & SUPPLIES	102,463	25.55
05/04/2022	938810-0		01-5015-4450	MATERIALS & SUPPLIES	102,463	12.57
						<b>4,648.92</b>
				<b>ASHLAND OFFICE SUPPLY</b>		
04/26/2022	1422003		01-5115-3660	LITTER PICKUP - CODE ENFORCEME	102,358	764.65
04/26/2022	1424525		01-5081-4110	MATERIALS & SUPPLIES	102,427	116.77
				<b>ASHLAND SPECIALITY COMPANY, INC.</b>		<b>881.42</b>
04/19/2022	831080		01-5015-4450	MATERIALS & SUPPLIES	102,409	118.63
				<b>B&amp;C COMMUNICATIONS</b>		<b>118.63</b>
05/04/2022	82029198		01-5015-3400	VEHICLE MAINT. & REPAIR	22,594	52.68
				<b>BILL COLE FORD</b>		<b>52.68</b>
04/27/2022	1-0000005612		01-5020-4460	CORONER EXPENSES	102,433	60.00
				<b>BLACK DIAMOND</b>		<b>60.00</b>
				<b>BLACK DIAMOND</b>		<b>60.00</b>
				<b>BLUEGRASS ANIMAL CLINIC LLC</b>		
05/03/2022	62585		01-5205-3150	VETERINARIAN	102,447	75.00
05/03/2022	63790		01-5205-3150	VETERINARIAN	102,447	75.00
				<b>BLUEGRASS ANIMAL CLINIC LLC</b>		<b>150.00</b>
				<b>BLUEGRASS INTEGRATED COMMUNICATIONS</b>		
05/03/2022	192823-BYD-0;		01-5010-4450	OFFICE SUPPLIES	102,174	148.80
05/03/2022	193354-BYD-0,		01-5010-4450	OFFICE SUPPLIES	102,174	148.80

## Boyd County Fiscal Court Outstanding Vendor Claims

05/06/2022

**Boyd County Fiscal Court**

**Outstanding Vendor Claims**

Invoice Date	Vendor Invoice Num	Claim Description	Account Number	Account Description	PO Number	Invoice Amount
05/06/2022						
04/21/2022	5103907032	CINTAS FIRST AID & SAFETY	01-5080-4110	MATERIALS & SUPPLIES	102,415	337.10
04/27/2022	98802	CLASSIC PLASTICS	01-5020-4460	CORONER EXPENSES	102,434	1,597.07
04/18/2022	ANITA SPOT#;	COMMUNITY TRUST BANK INC	01-5010-3640	ASHLAND BRANCH RENTAL	40.00	
05/03/2022	3150	COURTHOUSE COMPUTER SYSTEMS	01-5010-3980	SOFTWARE	102,455	2,000.00
04/19/2022	TAX YR 2021	DUSTY E. JACKSON	01-9100-5670	REFUNDS	766.35	
				DUSTY E. JACKSON	766.35	
		FERGUSON ENTERPRISES LLC #1480				
04/19/2022	9662049	01-5401-5480	PARK IMPROVEMENTS	102,378	66.59	
04/26/2022	9641113	01-5401-5480	PARK IMPROVEMENTS	102,378	1,276.38	
04/27/2022	9684958	01-5401-5480	PARK IMPROVEMENTS	102,413	82.47	
04/28/2022	9641113-1	01-5401-5480	PARK IMPROVEMENTS	102,378	42.60	
04/28/2022	944536	01-5401-5480	PARK IMPROVEMENTS	102,378	43.28	
		FERGUSON ENTERPRISES LLC #1480				1,511.32

Boyd County Fiscal Court

Outstanding Vendor Claims

05/06/2022

Invoice Date	Vendor InvoiceNum	Claim Description	Account Number	Account Description	PO Number	Invoice Amount
<b>GALLS LLC</b>						
04/26/2022	020731598		01-5015-4810	UNIFORMS	102,428	104.07
04/26/2022	020763792		01-5015-4810	UNIFORMS	102,428	140.44
04/26/2022	020730767		01-5015-4810	UNIFORMS	102,428	305.22
04/26/2022	020741600		01-5115-4810	UNIFORMS	102,330	254.19
05/04/2022	020951645		01-5015-4810	UNIFORMS	102,460	1,414.48
05/04/2022	020845948		01-5015-4810	UNIFORMS	102,460	45.48
05/04/2022	020852645		01-5015-4810	UNIFORMS	102,460	62.84
05/04/2022	020866639		01-5015-4810	UNIFORMS	102,460	254.78
05/04/2022	020902669		01-5015-4810	UNIFORMS	102,460	94.13
05/04/2022	020933785		01-5015-4810	UNIFORMS	102,460	207.99
05/04/2022	020936951		01-5015-4810	UNIFORMS	102,460	707.24
				<b>GALLS LLC</b>	<b>3,590.86</b>	
<b>GENERAL SALES</b>						
04/25/2022	700097		01-5080-4450	MATERIALS & SUPPLIES	102,405	753.90
05/03/2022	700563		01-5080-4450	MATERIALS & SUPPLIES	102,405	108.42
05/03/2022	700508		01-5080-4110	MATERIALS & SUPPLIES	102,422	723.66
05/03/2022	700509		01-5080-4110	MATERIALS & SUPPLIES	102,422	50.76
05/03/2022	700494		01-5080-4110	MATERIALS & SUPPLIES	102,343	245.10
				<b>GENERAL SALES</b>	<b>1,881.84</b>	
<b>GIBBS TRUE VALUE HARDWARE</b>						
05/02/2022	216469		01-5401-5480	PARK IMPROVEMENTS	102,182	52.45
05/02/2022	216501		01-5401-5480	PARK IMPROVEMENTS	102,182	56.96
05/02/2022	216543		01-5401-5480	PARK IMPROVEMENTS	102,182	109.18
05/02/2022	217150		01-5401-5480	PARK IMPROVEMENTS	102,395	14.06
05/02/2022	216704		01-5401-5480	PARK IMPROVEMENTS	102,395	142.06
05/02/2022	216714		01-5401-5480	PARK IMPROVEMENTS	102,395	52.98
05/02/2022	216842		01-5401-5480	PARK IMPROVEMENTS	102,395	28.05
05/02/2022	216897		01-5401-5480	PARK IMPROVEMENTS	102,395	8.37
05/02/2022	217168		01-5401-5480	PARK IMPROVEMENTS	102,395	21.96
05/02/2022	216860		01-5401-5480	PARK IMPROVEMENTS	102,395	5.97
05/02/2022	216718		01-5401-5480	PARK IMPROVEMENTS	102,395	3.99
05/02/2022	216712		01-5401-5480	PARK IMPROVEMENTS	102,395	23.48
05/02/2022	217185		01-5205-4030	ANIMAL FOOD & SUPPLIES	102,431	18.47

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05/06/2022			01-5401-4460	EQUIP-MAINTENANCE	102,395	15.97
05/03/2022	217331					
				<b>GIBBS TRUE VALUE HARDWARE</b>		<b>553.95</b>
		<b>GILLUMS SERVICE REPAIR, INC.</b>				
05/03/2022	498372		01-5401-5480	PARK IMPROVEMENTS	102,300	13.99
05/03/2022	499933		01-5401-5480	PARK IMPROVEMENTS	102,300	164.34
05/03/2022	500121		01-5401-5480	PARK IMPROVEMENTS	102,300	110.47
				<b>GILLUMS SERVICE REPAIR, INC.</b>		<b>288.80</b>
		<b>GRAFFIX CONNECTION</b>				
04/18/2022		WINDOW TINT	01-5010-5860	ASHLAND BRANCH MAINTENANCE		1,200.00
				<b>GRAFFIX CONNECTION</b>		<b>1,200.00</b>
		<b>JABO SUPPLY CORP</b>				
04/19/2022	21828		01-5401-5480	PARK IMPROVEMENTS	102,396	120.88
05/04/2022	23198		01-5401-5480	PARK IMPROVEMENTS	102,396	40.73
				<b>JABO SUPPLY CORP</b>		<b>161.61</b>
		<b>JOHN CLARK OIL COMPANY</b>				
04/26/2022	3/18/22-3/31/22		01-5015-4290	GASOLINE	96.22	
04/26/2022	CORONER4/2/		01-5020-4290	GASOLINE	341.93	
				<b>JOHN CLARK OIL COMPANY</b>		<b>438.15</b>
		<b>KARRENA G HESS</b>				
04/22/2022	TAX YR 2021		01-9100-5670	REFUNDS		344.00
				<b>KARRENA G HESS</b>		<b>344.00</b>
		<b>KELLY E BLEVINS</b>				
04/19/2022	TAX YR 2021		01-9100-5670	REFUNDS		711.87
		<b>KELLY E BLEVINS</b>				<b>711.87</b>

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04/21/2022	KENTUCKY FARMERS BANK BOCO#21LEAK		01-5070-6030	FEMA PROJECTS	KENTUCKY FARMERS BANK	3,372.50
						3,372.50
04/22/2022	143078	KENTUCKY STATE TREASURER/DEPT OF HOUSING	01-5080-5710	RENEWALS & REPAIRS		450.00
04/22/2022	143078		01-5081-5710	RENEWALS & REPAIRS		750.00
04/22/2022	143078		01-5085-5710-001	RENEWAL & REPAIRS CS/DPA		100.00
						1,300.00
04/29/2022	4189	KMCA	01-5025-5690	REGISTRATIONS, TRAINING	KMCA	75.00
						75.00
04/18/2022	560060	KNIGHTHORST SHREDDING LLC	01-5010-4450	OFFICE SUPPLIES		102,269
						39.33
04/26/2022	11530	KY STATE TREASURER / LAW	01-5015-3990	CONTRACTED SERVICES	KY STATE TREASURER / LAW	297.00
						297.00
04/28/2022	2022 FOREST	KY STATE TREASURER/DIV OF FORESTRY	01-5150-9020	FOREST FIRE PROTECTION		1,038.00
						1,038.00
05/04/2022	413648152	KY STATE TREASURER/KSP SUPPLY BRANCH	01-5015-4450	MATERIALS & SUPPLIES		50.34
						50.34

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<b>KY STATE TREASURER/KSP SUPPLY BRANCH</b>						
05/03/2022	381369	LITTLES SEPTIC SERVICE INC	01-5080-5710	RENEWALS & REPAIRS		50.34
04/21/2022	BOCO#23 PYN	MAGNOLIA BANK	01-7500-6990	BORROWED MONEY		750.00
04/19/2022	TAX YR 2021	MARK R FLOYD JR	01-9100-5670	REFUNDS		474.35
05/04/2022	09 GMC	MCKENZIE AUTOMOTIVE	01-5015-3400	VEHICLE MAINT. & REPAIR		273.00
05/02/2022	33758	MEDICAL WASTE SERVICES	01-5020-4370	MORGUE LINENS		35.00
<b>MEDICAL WASTE SERVICES</b>						
05/04/2022	FEB 2022	MEMBERS CHOICE CREDIT UNION				35.00
05/04/2022	MARCH 2022		01-5010-3640-001	CANNONSBURG RENTAL		1,100.00
05/04/2022	APRIL 2022		01-5010-3640-001	CANNONSBURG RENTAL		1,100.00
05/04/2022	MAY 2022		01-5010-3640-001	CANNONSBURG RENTAL		1,100.00
			01-5010-3640-001	CANNONSBURG RENTAL		1,100.00
<b>MEMBERS CHOICE CREDIT UNION</b>						
						4,400.00

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05/06/2022						
05/03/2022	7900 0440 8071	QUADIENT FINANCE USA, INC	01-5010-5630	POSTAGE	QUADIENT FINANCE USA, INC	<u>2,080.43</u>
04/29/2022	N9359354	QUADIENT LEASING USA	01-5010-5630	POSTAGE	QUADIENT FINANCE USA, INC	<u>1,080.09</u>
					QUADIENT LEASING USA	<u>1,080.09</u>
05/03/2022	32409507	REYNOLDS& REYNOLDS	01-5010-4450	OFFICE SUPPLIES	102,175	390.41
04/19/2022	TAX YR 2021	ROBERT S GILLUM	01-9100-5670	REFUNDS	REYNOLDS& REYNOLDS	<u>390.41</u>
04/19/2022	TAX YR 2021	ROBERT W. MCCOY	01-9100-5670	REFUNDS	ROBERT S GILLUM	<u>817.40</u>
04/18/2022	220408040	RON COOPER CO	01-5010-4450	OFFICE SUPPLIES	ROBERT W. MCCOY	<u>583.07</u>
05/03/2022	220419043		01-5010-4450	OFFICE SUPPLIES	RON COOPER CO	<u>1,364.59</u>
04/19/2022	TAX YR 2021	RONALD R HICKS	01-9100-5670	REFUNDS	RONALD R HICKS	<u>693.15</u>

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05/03/2022	RUMPKE 12557		01-5401-5780	UTILITIES	102,456	91.24
05/03/2022	12684		01-5401-5780	UTILITIES	102,456	26.12
					<b>RUMPKE</b>	<b>117.36</b>
04/19/2022	RUSSELL P LEWIS TAX YR 2021		01-9100-5670	REFUNDS	RUSSELL P LEWIS	702.53
04/25/2022	SARGENT'S WHOLESALE TIRE LLC 25760		01-5205-4460	EQUIPMENT	SARGENT'S WHOLESALE TIRE LLC	50.00
04/28/2022	SCIOTO BLOCK 121877		01-5401-4450	MATERIALS & SUPPLIES	102,319	108.00
04/28/2022	121753		01-5401-5480	PARK IMPROVEMENTS	102,293	120.00
					<b>SCIOTO BLOCK</b>	<b>228.00</b>
04/22/2022	SERVICE OFFICE SUPPLY 041744		01-5001-4450	MATERIALS & SUPPLIES	102,421	273.76
04/22/2022	041773		01-5001-4450	MATERIALS & SUPPLIES	102,421	4.83
04/26/2022	042059		01-5001-4450	MATERIALS & SUPPLIES	102,429	186.97
					<b>SERVICE OFFICE SUPPLY</b>	<b>465.56</b>
04/19/2022	SHI INTERNATIONAL CORP B15057646	TYLER TECH BACKUP SYSTEM	01-5091-4460	SYSTEM BACKUP	102,393	1,925.93
04/19/2022	B14954963		01-5091-7050	HARDWARE/MAINTENANCE	102,291	227.00
04/22/2022	B15074617		01-5091-4460	SYSTEM BACKUP	102,393	6,960.00
04/29/2022	469735468		01-5091-3480	SOFTWARE/PROGRAM SUPPORT		6,733.52
					<b>SHI INTERNATIONAL CORP</b>	<b>15,846.45</b>

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Invoice Date	Vendor Invoice Num	Claim Description	Account Number	Account Description	PO Number	Invoice Amount
05/06/2022						
04/26/2022	218470	STANLEY STEAMER	01-5081-5710	RENEWALS & REPAIRS	102,426	4,590.00
				STANLEY STEAMER		<u>4,590.00</u>
04/22/2022		STATE ELECTRIC SUPPLY	01-5085-5710	RENEWALS & REPAIRS PROB&PAROL	102,410	67.00
		15961196-00 SUPPLIES				<u>67.00</u>
04/25/2022		STEEN FUNERAL HOME	01-5020-3440	COUNTY BURIALS	600.00	600.00
05/03/2022		S CLARK	01-5020-3440	COUNTY BURIALS	300.00	300.00
		J MAY				<u>300.00</u>
				STEEN FUNERAL HOME		<u>900.00</u>
		SUPERIOR OFFICE SERVICE, INC				
04/22/2022		360728-13	01-5001-7250	OFFICE EQUIPMENT	102,419	164.71
04/27/2022		363977-9	01-5135-4450	OFFICE SUPPLIES	102,432	54.00
04/27/2022		354494-21	01-5020-4450	OFFICE SUPPLIES	102,435	81.00
04/27/2022		354494-22	01-5020-4450	OFFICE SUPPLIES	102,435	81.00
05/03/2022		361874-12	01-5205-4450	OFFICE SUPPLIES	102,449	48.65
05/03/2022		360730-13	01-5010-4450	OFFICE SUPPLIES	102,173	430.75
05/03/2022		369678	01-5010-4450	OFFICE SUPPLIES	102,173	126.87
						<u>986.98</u>
04/22/2022	8903	TERRY JOHNSON'S BODY SHOP	01-5015-3400	VEHICLE MAINT. & REPAIR	102,420	10,325.30
						<u>10,325.30</u>
		TYLER TECHNOLOGIES, INC				
04/28/2022		025-375230	01-5091-3480	SOFTWARE/PROGRAM SUPPORT	102,439	650.00
04/28/2022		025-369707	01-5091-3480	SOFTWARE/PROGRAM SUPPORT	102,439	4,940.00
						<u>4,940.00</u>

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Invoice Date	Vendor InvoiceNum	Claim Description	Account Number	Account Description	PO Number	Invoice Amount
<hr/>						
				TYLER TECHNOLOGIES, INC		5,590.00
<hr/>						
04/19/2022	41863	VARSITY SCOREBOARDS, LLC	01-5401-5480	PARK IMPROVEMENTS		9,665.00
				VARSITY SCOREBOARDS, LLC		9,665.00
<hr/>						
05/04/2022	189464	WAGNER RENTAL & SUPPLY	01-5401-5480	PARK IMPROVEMENTS	102,276	267.00
05/04/2022	189537		01-5401-5480	PARK IMPROVEMENTS	102,294	210.00
				WAGNER RENTAL & SUPPLY		477.00
<hr/>						
					01	118,237.49

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Invoice Date	Vendor Invoice Num	Claim Description	Account Number	Account Description	PO Number	Invoice Amount
<b>02 ROAD</b>						
		<b>A &amp; A SAFETY INC</b>				
05/04/2022	182814		02-6105-4470	ROAD MATERIALS	22,564	160.00
05/04/2022	183295		02-6105-4690	SIGNS	22,537	3,175.00
05/04/2022	182446		02-6105-4470	ROAD MATERIALS	102,295	2,820.00
				<b>A &amp; A SAFETY INC</b>		<b>6,155.00</b>
<b>AMAZON CAPITAL SERVICES</b>						
04/26/2022	1X91-Q9GW-K		02-6105-4450	OFFICE SUPPLIES	22,540	59.99
04/26/2022	1M6H-TP7JQ-J3		02-6105-4450	OFFICE SUPPLIES	22,532	134.99
04/26/2022	17J1-H49M-74		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,509	134.89
04/26/2022	1YG6-JD3F-4V		02-6105-4450	OFFICE SUPPLIES	22,511	159.10
05/04/2022	1GQT-DDL3-JJ		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,572	16.89
				<b>AMAZON CAPITAL SERVICES</b>		<b>505.86</b>
<b>AMERICAN ASPHALT OF WV</b>						
04/19/2022	6623		02-6105-4310	GEN CONSTRUCTION MAT.	22,523	301.92
04/19/2022	6797		02-6105-4470	ROAD MATERIALS	22,544	410.72
04/22/2022	6883		02-6105-4470	ROAD MATERIALS	22,557	101.32
04/28/2022	6967		02-6105-4470	ROAD MATERIALS	22,585	402.56
				<b>AMERICAN ASPHALT OF WV</b>		<b>1,216.52</b>
<b>APPALACHIAN TIRE</b>						
05/04/2022	1170016204		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,358	1,950.55
05/04/2022	1170016203		02-6105-4050	SHOP MATERIALS & SUPPLIES		732.12
				<b>APPALACHIAN TIRE</b>		<b>2,682.67</b>
<b>BTI CONTRACTING</b>						
05/04/2022	123898		02-6105-4470	ROAD MATERIALS	22,600	600.00
				<b>BTI CONTRACTING</b>		<b>600.00</b>

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Invoice Date	Vendor Invoice Num	Claim Description	Account Number	Account Description	PO Number	Invoice Amount
<b>BULK PLANTS INC</b>						
04/19/2022	150385A		02-6105-4290	FUEL	22,522	14,001.64
04/22/2022	147422A		02-6105-4290	FUEL	22,555	9,099.98
04/22/2022	146692A		02-6105-4290	FUEL	22,555	8,811.22
04/22/2022	149783A		02-6105-4290	FUEL	22,598	13,588.43
05/04/2022	149832A		02-6105-4290	FUEL	22,598	4,454.05
<b>BULK PLANTS INC</b>						<b>49,955.32</b>
<b>BYLES AUTO PARTS</b>						
04/19/2022	225539		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,533	12.51
04/22/2022	226519		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,553	122.90
04/22/2022	226497		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,553	144.53
04/22/2022	226517		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,552	55.58
04/22/2022	226419		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,552	348.83
04/22/2022	226496		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,552	899.13
04/22/2022	225964		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,549	26.25
04/26/2022	226695		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,561	152.66
04/26/2022	011285		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,561	-27.00
04/26/2022	226893		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,576	3,3.97
04/26/2022	226738		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,576	300.97
04/26/2022	226682		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,576	285.12
04/26/2022	226573		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,575	100.17
04/28/2022	227160		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,586	2.98
04/28/2022	226998		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,565	53.16
05/04/2022	227778		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,595	22.96
05/04/2022	227899		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,595	11.92
05/04/2022	227311		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,582	118.20
05/04/2022	227433		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,582	93.14
05/04/2022	227291		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,582	102.90
05/04/2022	227424		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,582	236.40
05/04/2022	227422		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,583	149.48
05/04/2022	227423		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,583	33.36
05/04/2022	227760		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,583	53.85
<b>BYLES AUTO PARTS</b>						<b>3,613.97</b>
<b>CRANE 1 SERVICES INC</b>						

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05/06/2022						
04/19/2022	103-32198		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,459	850.00
				CRANE 1 SERVICES INC		850.00
05/04/2022	FASTENAL COMPANY KYASH266776		02-6105-4810	UNIFORMS	22,545	244.33
				FASTENAL COMPANY		244.33
04/19/2022	GIBBS TRUE VALUE HARDWARE 216657 216943		02-6105-4050 02-6105-4050	SHOP MATERIALS & SUPPLIES SHOP MATERIALS & SUPPLIES	22,538 22,560	24.99 21.57
04/22/2022				GIBBS TRUE VALUE HARDWARE		46.56
04/26/2022	GILLUMS SERVICE REPAIR, INC. 499456		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,562	35.98
				GILLUMS SERVICE REPAIR, INC.		35.98
05/04/2022	HYDRAULIC SERVICE & SUPPLY 29770		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,590	11.28
				HYDRAULIC SERVICE & SUPPLY		11.28
04/28/2022	KDMC OCCUPATIONAL MEDICINE 900004232040:		02-5232-3430	CDL DRUG TESTING	84.00	
				KDMC OCCUPATIONAL MEDICINE		84.00
04/26/2022	KENTUCKY UNDERGROUND 22170		02-6105-4470	ROAD MATERIALS	22,563	49.94
				KENTUCKY UNDERGROUND		49.94
	KIMBALL MIDWEST					

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05/06/2022						
04/19/2022	9787372		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,521	146.10
					<b>KIMBALL MIDWEST</b>	<b>146.10</b>
04/19/2022	24653	LABTRONICS	02-6105-4050	SHOP MATERIALS & SUPPLIES	22,505	219.42
					<b>LABTRONICS</b>	<b>219.42</b>
04/22/2022	7399	M&G PROPANE RESOURCES, LLC	02-6105-4050	SHOP MATERIALS & SUPPLIES	22,546	60.00
					<b>M&amp;G PROPANE RESOURCES, LLC</b>	<b>60.00</b>
04/28/2022	245954A	MATHENY MOTOR TRUCK CO.	02-6105-4050	SHOP MATERIALS & SUPPLIES	22,580	244.46
					<b>MATHENY MOTOR TRUCK CO.</b>	<b>244.46</b>
04/19/2022	22-14928	MC GUIRE'S TOWING	02-6105-4050	SHOP MATERIALS & SUPPLIES	22,535	225.00
					<b>MC GUIRE'S TOWING</b>	<b>225.00</b>
04/19/2022	0114643-IN	MID-VALLEY SUPPLY	02-6105-4050	SHOP MATERIALS & SUPPLIES	22,450	635.85
05/04/2022	0115057-IN		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,593	481.55
					<b>MID-VALLEY SUPPLY</b>	<b>1,117.40</b>
04/19/2022	5402449162	MORTON SALT	02-6105-4710	SALT	22,235	9,066.29
04/19/2022	5402448323		02-6105-4710	SALT	22,235	2,262.50
04/19/2022	5402450454		02-6105-4710	SALT	22,235	17,057.44
04/19/2022	5402437970		02-6105-4710	SALT	22,195	10,741.45
04/19/2022	5402439157		02-6105-4710	SALT	22,195	8,734.16
04/19/2022	5402437090		02-6105-4710	SALT	22,195	9,122.40

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Outstanding Vendor Claims

05/06/2022

Invoice Date	Vendor InvoiceNum	Claim Description	Account Number	Account Description	PO Number	Invoice Amount
05/04/2022	5402477454		02-6105-4470	ROAD MATERIALS	22,602	16,801.32
05/04/2022	5402487154		02-6105-4470	ROAD MATERIALS	22,602	9,621.05
05/04/2022	5402492183		02-6105-4470	ROAD MATERIALS	22,602	4,811.89
05/04/2022	5402497168		02-6105-4470	ROAD MATERIALS	22,602	14,489.95
05/04/2022	5402499318		02-6105-4470	ROAD MATERIALS	22,602	2,298.70
05/04/2022	5402507343		02-6105-4470	ROAD MATERIALS	22,602	4,333.14
05/04/2022	5402507344		02-6105-4470	ROAD MATERIALS	22,602	9,606.58
05/04/2022	5402544215		02-6105-4470	ROAD MATERIALS	22,602	2,408.21
05/04/2022	5402545054		02-6105-4470	ROAD MATERIALS	22,602	7,240.00
05/04/2022	5402544216		02-6105-4470	ROAD MATERIALS	22,602	4,766.63
05/04/2022	5402543202		02-6105-4470	ROAD MATERIALS	22,602	7,192.03
				<b>MORTON SALT</b>		<b>140,553.74</b>
<b>MOUNTAIN ENTERPRISES</b>						
04/19/2022	53755		02-6105-4310	GEN CONSTRUCTION MAT.	22,529	315.88
04/19/2022	53785		02-6105-4470	ROAD MATERIALS	22,543	134.65
04/22/2022	53822		02-6105-4470	ROAD MATERIALS	22,551	251.56
04/28/2022	53844		02-6105-4470	ROAD MATERIALS	22,578	137.88
05/04/2022	53884		02-6105-4470	ROAD MATERIALS	22,604	223.34
				<b>MOUNTAIN ENTERPRISES</b>		<b>1,063.31</b>
<b>MOUNTAIN MATERIALS</b>						
04/22/2022	274937		02-6105-4470	ROAD MATERIALS	22,548	3,382.66
04/28/2022	274984		02-6105-4470	ROAD MATERIALS	22,579	9,717.97
05/04/2022	275120		02-6105-4470	ROAD MATERIALS	22,603	4,756.78
				<b>MOUNTAIN MATERIALS</b>		<b>17,857.41</b>
<b>O'REILLY AUTO PARTS</b>						
04/26/2022	5047-289249		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,566	5.99
				<b>O'REILLY AUTO PARTS</b>		<b>5.99</b>
<b>POWER PRODUCTS, INC</b>						
04/19/2022	0260632		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,530	204.56

## Boyd County Fiscal Court

## Outstanding Vendor Claims

05/06/2022

Invoice Date	Vendor InvoiceNum	Claim Description	Account Number	Account Description	PO Number	Invoice Amount
04/19/2022	0012565	RUMPKE	02-6105-4050	SHOP MATERIALS & SUPPLIES		1,699.71
04/19/2022	0012632	RUMPKE	02-6105-4050	SHOP MATERIALS & SUPPLIES		343.47
04/22/2022	12622	RUMPKE	02-6105-4050	SHOP MATERIALS & SUPPLIES		63.86
04/22/2022	12556	RUMPKE	02-6105-4050	SHOP MATERIALS & SUPPLIES		56.66
04/28/2022	12758	RUMPKE	02-6105-4050	SHOP MATERIALS & SUPPLIES		1,851.10
04/28/2022	12694	RUMPKE	02-6105-4470	ROAD MATERIALS		143.76
04/28/2022	12683	RUMPKE	02-6105-4050	SHOP MATERIALS & SUPPLIES		51.09
05/04/2022	12748	RUMPKE	02-6105-4050	SHOP MATERIALS & SUPPLIES		44.54
		RUMPKE				204.56
						4,254.19
04/19/2022	284047-IN	SAF-TI-CO	02-6105-4690	SIGNS	22,464	77.95
		SAF-TI-CO				77.95
04/29/2022	1208886	SCIOTO BLOCK	02-6105-4470	ROAD MATERIALS		100.00
		SCIOTO BLOCK				100.00
						100.00
04/19/2022	041487	SERVICE OFFICE SUPPLY	02-6105-4450	OFFICE SUPPLIES	22,542	60.00
04/28/2022	041964	SERVICE OFFICE SUPPLY	02-6105-4450	OFFICE SUPPLIES	22,587	78.97
		SERVICE OFFICE SUPPLY				138.97
04/26/2022	2366082	SHELLY MATERIALS	02-6105-4470	ROAD MATERIALS	22,574	1,300.00
04/26/2022	2368626	SHELLY MATERIALS	02-6105-4470	ROAD MATERIALS	22,574	1,690.00
		SHELLY MATERIALS				2,990.00

**Boyd County Fiscal Court****Outstanding Vendor Claims**

Invoice Date	Vendor Invoice Num	Claim Description	Account Number	Account Description	PO Number	Invoice Amount
<b>TRI-STATE OXYGEN LLC</b>						
04/19/2022	4665		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,528	96.00
05/03/2022	336546		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,568	88.00
05/03/2022	18		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,570	88.00
05/03/2022	337832		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,569	88.00
05/03/2022	334394		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,567	39.72
<b>TRI-STATE OXYGEN LLC</b>						<b>399.72</b>
<b>WOODFORD OIL COMPANY</b>						
05/04/2022	4309168		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,581	300.00
<b>WOODFORD OIL COMPANY</b>						<b>300.00</b>
						<b>02</b>
						<b>236,009.65</b>

**Boyd County Fiscal Court**

**Outstanding Vendor Claims**

05/06/2022

Invoice Date	Vendor InvoiceNum	Claim Description	Account Number	Account Description	PO Number	Invoice Amount
<b>03 JAIL</b>						
		<b>ALPHA MECHANICAL SERVICE,INC</b>				
05/03/2022	381570		03-5101-3360	EQUIPMENT REPAIR	30,838	631.26
05/03/2022	381572		03-5101-3360	EQUIPMENT REPAIR	30,838	108.75
05/03/2022	368529		03-5101-3360	EQUIPMENT REPAIR	30,838	1,293.25
						<b>2,033.26</b>
<b>AMAZON CAPITAL SERVICES</b>						
04/19/2022	1M6H-P7JQ-7L		03-5101-4450	OFFICE SUPPLIES	30,818	62.46
04/19/2022	1K6K-J9R4-C7		03-5101-4450	OFFICE SUPPLIES	30,818	59.36
04/20/2022	1QN1-NKR3-M		03-5101-4450	OFFICE SUPPLIES	30,824	54.49
04/20/2022	1RVW-JLXP-19		03-5101-4461	DUTY SPECIFIC MATERIALS&SUPPLI	30,824	539.25
04/22/2022	1T3P-MCRV-3'		03-5101-4450	OFFICE SUPPLIES	30,820	-24.97
04/22/2022	1CW6-VT4N-4I		03-5101-4450	OFFICE SUPPLIES	30,820	-37.50
04/22/2022	1JMW-DMJP-V		03-5101-4450	OFFICE SUPPLIES	30,828	8.99
04/26/2022	1XQW-HWNC-1		03-5101-4450	OFFICE SUPPLIES	30,830	59.37
04/29/2022	1WD1-VV61-T		03-5101-4450	OFFICE SUPPLIES	30,839	27.87
05/03/2022	17G4-9PFC-43		03-5101-4450	OFFICE SUPPLIES	102,411	151.94
05/03/2022	1VT4-NTJQ-4T		03-5101-4450	OFFICE SUPPLIES	30,840	23.48
						<b>924.74</b>
<b>ASHLAND OFFICE SUPPLY</b>						
05/03/2022	937747-0		03-5101-4450	OFFICE SUPPLIES	30,832	16.97
						<b>116.97</b>
<b>BOB BARKER COMPANY</b>						
04/19/2022	INV1752367		03-5101-4650	INMATE UNIFORM	30,790	164.64
04/19/2022	INV1751588		03-5101-4370	JAIL LINENS	30,805	187.25
04/22/2022	INV1756938		03-5101-4530	PRISONER HYGIENE	30,819	743.80
						<b>1,095.69</b>
<b>BOWLING FEED AND HARDWARE</b>						

**Boyd County Fiscal Court**

**Outstanding Vendor Claims**

05/06/2022

Invoice Date	Vendor Invoice Num	Claim Description	Account Number	Account Description	PO Number	Invoice Amount
05/03/2022	1167043		03-5101-3340	BUILDING REPAIR	30,809	3.20
05/03/2022	1167822		03-5101-3340	BUILDING REPAIR	30,809	68.65
05/03/2022	1168068		03-5101-3340	BUILDING REPAIR	30,809	7.98
05/03/2022	1168246		03-5101-3340	BUILDING REPAIR	30,809	10.08
05/03/2022	1168364		03-5101-3340	BUILDING REPAIR	30,809	27.76
05/03/2022	1168517		03-5101-3340	BUILDING REPAIR	30,809	9.94
05/03/2022	1168851		03-5101-3340	BUILDING REPAIR	30,809	23.54
05/03/2022	1169826		03-5101-3340	BUILDING REPAIR	30,809	6.14
05/03/2022	1170349		03-5101-3340	BUILDING REPAIR	30,809	13.88
05/03/2022	1170610		03-5101-3340	BUILDING REPAIR	30,809	72.85
05/03/2022	1170707		03-5101-3340	BUILDING REPAIR	30,809	1.95
<b>BOWLING FEED AND HARDWARE</b>						<b>245.97</b>
04/19/2022	225515		03-5101-5920	MOTOR VEHICLE REPAIR	22,527	4.65
04/19/2022	225369		03-5101-5920	MOTOR VEHICLE REPAIR	22,527	73.79
<b>BYLES AUTO PARTS</b>						<b>78.44</b>
04/25/2022	0008		03-5101-5950	EDUCATIONAL PROGRAMS	30,812	5,000.00
05/03/2022	0009		03-5101-5950	EDUCATIONAL PROGRAMS	30,836	5,000.00
<b>CHOICES AND CHANGES YOUTH HOMES, INC</b>						<b>10,000.00</b>
04/22/2022	259996		03-5101-5490	ROUTINE MEDICAL	30,784	237.50
<b>ENVIVO HEALTH LLC</b>						<b>237.50</b>
04/29/2022	9690845		03-5101-3340	BUILDING REPAIR	30,826	51.71
<b>FERGUSON ENTERPRISES LLC #1480</b>						<b>51.71</b>
04/19/2022	020787294		03-5101-4810	STAFF UNIFORM	30,764	39.81

**Boyd County Fiscal Court**

**Outstanding Vendor Claims**

05/06/2022

Invoice Date	Vendor Invoice Num	Claim Description	Account Number	Account Description	PO Number	Invoice Amount
04/19/2022	020777844		03-5101-4810	STAFF UNIFORM	30,764	119.43
04/22/2022	020810220		03-5101-4810	STAFF UNIFORM	30,764	119.43
04/22/2022	020810219		03-5101-4810	STAFF UNIFORM	30,764	119.43
05/03/2022	020777553		03-5101-4810	STAFF UNIFORM	30,810	98.98
05/03/2022	020835813		03-5101-4810	STAFF UNIFORM	30,810	61.37
05/03/2022	020838304		03-5101-4810	STAFF UNIFORM	30,810	13.80
05/03/2022	020847467		03-5101-4810	STAFF UNIFORM	30,810	28.52
				<b>GALLS LLC</b>		<b>600.77</b>
04/19/2022	699650	<b>GENERAL SALES</b>	03-5101-3340	BUILDING REPAIR	30,816	139.16
				<b>GENERAL SALES</b>		<b>139.16</b>
05/03/2022	216583	<b>GIBBS TRUE VALUE HARDWARE</b>	03-5101-3340	BUILDING REPAIR	30,817	68.94
05/03/2022	217265		03-5101-3340	BUILDING REPAIR	30,833	85.88
				<b>GIBBS TRUE VALUE HARDWARE</b>		<b>154.82</b>
05/04/2022	176	<b>GIOVANNIS PIZZA</b>	03-5101-4250	FOOD	30,841	20.40
05/04/2022	ORD#46		03-5101-4250	FOOD	30,841	17.69
				<b>GIOVANNIS PIZZA</b>		<b>38.09</b>
04/22/2022	203	<b>JAILCORE</b>	03-5101-4461	DUTY SPECIFIC MATERIALS&SUPPLI	30,822	213.75
04/22/2022	209		03-5101-4461	DUTY SPECIFIC MATERIALS&SUPPLI	30,822	110.40
				<b>JAILCORE</b>		<b>324.15</b>
04/22/2022	20124	<b>KDMC OCCUPATIONAL MEDICINE</b>	03-5101-5490	ROUTINE MEDICAL	30,821	462.00
04/22/2022	20017		03-5101-5490	ROUTINE MEDICAL	30,821	66.00

**Boyd County Fiscal Court**  
**Outstanding Vendor Claims**

Invoice Date	Vendor Invoice Num	Claim Description	Account Number	Account Description	PO Number	Invoice Amount
<b>KDMC OCCUPATIONAL MEDICINE</b>						
05/03/2022	90227	KELLWELL FOODS, INC.	03-5101-4250	FOOD	30,837	7,573.58
05/03/2022	9129		03-5101-4250	FOOD	30,837	7,572.43
05/03/2022	9220		03-5101-4250	FOOD	30,837	7,725.51
05/03/2022	93016		03-5101-4250	FOOD	30,837	7,509.12
<b>KELLWELL FOODS, INC.</b>						<b>528.00</b>
<b>KENTUCKY STATE TREASURER/DEPT OF HOUSING</b>						
04/22/2022	143079		03-9100-3090	CONTRACTED SERVICES	125.00	
<b>KENTUCKY STATE TREASURER/DEPT OF HOUSING</b>						<b>125.00</b>
<b>MAXXEDOUT PERFORMANCE AND TRUCKS</b>						
04/18/2022	2891 DETAILS		03-5101-5920	MOTOR VEHICLE REPAIR	1,210.52	
<b>MAXXEDOUT PERFORMANCE AND TRUCKS</b>						<b>1,210.52</b>
<b>SHERWIN-WILLIAMS</b>						
04/19/2022	9816-9		03-5101-3340	BUILDING REPAIR	30,798	346.37
04/26/2022	0235-7		03-5101-3340	BUILDING REPAIR	30,815	529.77
04/18/2022	9371-5		03-5101-3340	BUILDING REPAIR	30,779	330.47
<b>SHERWIN-WILLIAMS</b>						<b>1,206.61</b>
<b>SOUTHERN HEALTH PARTNERS</b>						
05/03/2022	ADP17048		03-5101-5490	ROUTINE MEDICAL	30,814	4,118.97
05/03/2022	BASE44094		03-5101-5490	ROUTINE MEDICAL	30,814	52,858.87
<b>SOUTHERN HEALTH PARTNERS</b>						<b>56,977.84</b>
<b>STATE ELECTRIC SUPPLY</b>						
04/19/2022	15914662-00		03-5101-3340	BUILDING REPAIR	30,800	83.16
05/03/2022	158666680-00		03-5101-3340	BUILDING REPAIR	30,770	184.50

## Boyd County Fiscal Court

## Outstanding Vendor Claims

05/06/2022

**Boyd County Fiscal Court**  
**Outstanding Vendor Claims**

Invoice Date	Vendor InvoiceNum	Claim Description	Account Number	Account Description	PO Number	Invoice Amount
<b>06 ECONOMIC DEVELOPMENT</b>						
		AMAZON CAPITAL SERVICES				
04/20/2022	1LPL-P6VG-WI		06-5075-3360	MAINTENANCE & REPAIR	102,387	412.80
04/20/2022	1PNL-HTYJ-RC		06-5075-3360	MAINTENANCE & REPAIR	102,366	950.21
				AMAZON CAPITAL SERVICES		<u>1,363.01</u>
		KACo INSURANCE AGENCY				
04/29/2022	B28418		06-5075-3360	MAINTENANCE & REPAIR		101.80
				KACo INSURANCE AGENCY		<u>101.80</u>
		KINDRED COMMUNICATIONS, INC				
04/27/2022	43556-00004-0		06-5075-3020	ADVERTISING		495.00
04/27/2022	83556-00005-0		06-5075-3020	ADVERTISING		200.00
05/03/2022	83556-00005-0		06-5075-3020	ADVERTISING	102,450	200.00
05/03/2022	43556-00004-0		06-5075-3020	ADVERTISING	102,450	495.00
				KINDRED COMMUNICATIONS, INC		<u>1,390.00</u>
		PROFESSIONAL FIRE EXTINGUISHERS				
04/28/2022	401451		06-5075-5780	UTILITIES		400.00
				PROFESSIONAL FIRE EXTINGUISHERS		<u>400.00</u>
					06	<u>3,254.81</u>

Boyd County Fiscal Court  
Outstanding Vendor Claims

Invoice Date	Vendor InvoiceNum	Claim Description	Account Number	Account Description	PO Number	Invoice Amount
05/06/2022						
04/29/2022	274832	<b>MOUNTAIN MATERIALS</b>	75-5025-0000	FEMA		2,348.64
				<b>MOUNTAIN MATERIALS</b>		<b>2,348.64</b>
			75			<b>2,348.64</b>

Boyd County Fiscal Court  
 Outstanding Vendor Claims

Invoice Date	Vendor Invoice Num	Claim Description	Account Number	Account Description	PO Number	Invoice Amount
<b>76 SPECIAL PROJECTS</b>						
04/19/2022	HUDDLE UP GROUP, LLC 2021-101		76-5076-3090	PROFESSIONAL SVCS SPORTS CTR		13,029.60
				HUDDLE UP GROUP, LLC		<u>13,029.60</u>
04/29/2022	KEATING MUETHING & KLEKAMP PLL 1402613		76-5420-3090	PROFESSIONAL SVCS-CONVENTION C		4,571.22
04/29/2022	1402614		76-5420-3090	PROFESSIONAL SVCS-CONVENTION C		619.97
				KEATING MUETHING & KLEKAMP PLL		<u>5,191.19</u>
05/04/2022	RUMPKE 794719		76-5420-5780	UTILITIES-NEW CONVENTION CTR		560.49
				RUMPKE		<u>560.49</u>
05/05/2022	TRACE CREEK CONSTRUCTION 22-002-01		76-5205-3090	PROFESSIONAL SVCS-ANIMAL SHELTER		14,475.81
				TRACE CREEK CONSTRUCTION		<u>14,475.81</u>
					76	<u>33,257.09</u>

Boyd County Fiscal Court

Outstanding Vendor Claims

05/06/2022

Invoice Date	Vendor Invoice Num	Claim Description	Account Number	Account Description	PO Number	Invoice Amount
					<u>Grand Total:</u>	<u>501,096.22</u>

**Vote as Follows:**      **Eric Chaney**      **Yes**  
                                  **Keith Watts**      **Yes**  
                                  **Larry Brown**      **Yes**  
                                  **Randy Stapleton**      **Yes**

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#### **County Clerk Bank Account**

Motion was made by Keith Watts and Seconded by Randy Stapleton to approve opening a new bank account for the County Clerk, as required by law.

**Vote as Follows:**      **Eric Chaney**      **Yes**  
                                  **Keith Watts**      **Yes**  
                                  **Larry Brown**      **Yes**  
                                  **Randy Stapleton**      **Yes**

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#### **AOC Reimbursement Form**

Motion was made by Larry Brown and Seconded by Keith Watts to accept the AOC Reimbursement.

**Document begins on following page**

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# Commonwealth of Kentucky Court of Justice



## Court Facilities Local Government Reimbursement Form

FACILITY NAME: **BOYD COUNTY JUSTICE CENTER**

DATE: 4/27/2022

FISCAL YEAR: **2023 (July 1, 2022 – June 30, 2023)**

In accordance with KRS Chapter 26A, this Reimbursement Form shall constitute an estimate of reimbursements to be made by the Administrative Office of the Courts (hereinafter "AOC") to Boyd County (hereinafter "Local Government") for Fiscal Year 2023. This form includes a summary of all facility costs and space allocations.

Please inform the AOC point of contact if deviations or discrepancies exist between the information contained in this Reimbursement Form and the Local Government's records.

No changes should be made to this document unless written approval authorizing the changes is made by the AOC in advance. No changes made by the Local Government to the calculations of the AOC shall be binding on the AOC unless such prior written approval is attached hereto. Acceptance of this Reimbursement Form does not constitute prior written approval.

**It is imperative that this document be completed, signed, and submitted to the Administrative Office of the Courts on or before June 15, 2022. Failure to do so may result in a delay in payments.**

**MAIL COMPLETED FORMS TO:**

Administrative Office of the Courts (AOC)  
Budget Department  
Attn: Donald Leathers  
1001 Vandalay Drive  
Frankfort, KY 40601

**AOC Point of Contact: Donald Leathers  
Telephone Number: (502) 573-2350  
FAX Number: (502) 782-8709**

### **SECTION I. SPACE ALLOCATIONS**

Space allocations provided below constitute space designations recorded in the AOC Accounting and Reporting System. An increase or decrease in space allocations results in an adjustment of authorized reimbursements. The court ratio (d) is used to calculate AOC's proportionate share of use allowance and operating payments. No changes shall be made that will directly affect the court ratio without prior written approval by the AOC.

a. Net Functional Court of Justice Space	<u>65,000.</u>	SF
b. Net Functional Non-Court of Justice Space	<u>.0</u>	SF
c. Total Functional Space (Item a. plus Item b.)	<u>65,000.</u>	SF
d. Court of Justice Space Ratio (Item a. divided by Item c.)	<u>1.000</u>	
e. Total Non-Functional Space (non-office occupied space, i.e., public restrooms, corridors, entrances, etc.)	<u>.0</u>	SF
f. Total Net Building Space (Item c. plus Item e.)	<u>65,000.</u>	SF

### **SECTION II. USE ALLOWANCE**

Although not typical, some counties may be entitled to a use allowance payment. The use allowance is calculated in accordance with KRS 26A.090 (2), as modified by 2022 HB 244. If applicable, it will be indicated below.

Total Use Allowance	<u>\$ 0.00</u>
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### **SECTION III. OTHER RENTED SPACE**

This section represents estimated rental expense(s) payable as a reimbursement to the Local Government as reflected in the AOC Accounting and Reporting System for AOC's occupancy of county owned or leased rental properties, other than the BOYD COUNTY JUSTICE CENTER.

It is the responsibility of the Local Government to ensure that reimbursement payments for county owned rental properties are transferred to the appropriate local unit of government.

Rental costs leased or owned by the Local Government for space occupied by the Court of Justice:

Total Annual Other Rented Space	<u>\$ 0.00</u>
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#### **SECTION IV. REGULAR OPERATING COST ESTIMATE**

Regular Operating Expenses include the local unit of government's annual expenses for utilities, insurance, janitorial costs, maintenance costs, and necessary maintenance and upkeep of the facility including ordinary repairs which do not increase the permanent value or expected life of the court facility but keep it in efficient operating condition. Ordinary repairs are those repairs that are reasonably anticipated recurring annual expenses or unanticipated nonrecurring repairs costing \$2,499 or less.

The regular operating cost estimate below represents anticipated regular operating expenses for the upcoming fiscal year based on the previous fiscal years' actual operating costs.

In Fiscal Year 2023, the maximum amount the AOC will reimburse each local government for janitorial and maintenance costs, including staff salaries and benefits, contracts for janitorial or maintenance service providers, janitorial supplies, and uniform costs, is \$5.00 per square foot. (Note that preventative maintenance contracts such as HVAC preventative maintenance contracts may be reimbursed in addition to the \$5.00 per square foot minimum.) The estimated regular operating costs below have been calculated using the \$5.00 per square foot minimum.

a. AOC Estimate of Regular Operating Cost (based on actual prior year expenses)	<u>\$435,600.00</u>
b. Court Ratio (from Section I, Item d.):	<u>1.00</u>
c. Court of Justice Regular Operating Costs (multiply Item a. by Item b.):	<u>\$435,600.00</u>

#### **SECTION V. SUMMARY OF AOC'S REIMBURSEMENT**

a. Estimated Court of Justice Regular Operating Costs (from Section IV, Item c.):	<u>\$435,600.00</u>
b. Total Other Rented Space (Section III):	<u>\$ 0.00</u>
c. Total Use Allowance (Section II):	<u>\$ 0.00</u>
d. Net Adjustment:	<u>\$ 0.00</u>
e. ESTIMATED ANNUAL REIMBURSEMENT TO COUNTY (Item a. thru Item d.)	<u>\$435,600.00</u>

Nonrecurring Projects are not included on this Reimbursement Form. Nonrecurring Project requests and reimbursements are processed in accordance with the Administrative Office of the Courts Policies for the Operation and Maintenance of Court Facilities (February 2018), Section 4. A Nonrecurring Project means a major repair (i.e. those that cost \$2,500 or more for all labor and materials and are not reasonably anticipated annual expenses); or replacements, upgrades or modifications to the KCOJ facility or KCOJ occupied portion of the facility.

#### **SECTION VI. CATASTROPHIC LOSS AGREEMENT**

By signing this form, the Local Government agrees that in the event that the **BOYD COUNTY JUSTICE CENTER** is damaged or destroyed by any casualty, the Local Government shall provide the AOC with proof of the amount of any proceeds received by the Local Government from any insurer. Such proceeds shall first be applied to any bond indebtedness that may remain on the facility, and the Local Government shall relinquish to the AOC its pro rata portion of any remaining proceeds, based on the percentage of the facility that is occupied by the Court of Justice.

**SECTION VII. AGREEMENT CONCERNING OPERATION OF COURTHOUSE**

By signing this form, the Local Government acknowledges that the Chief Circuit Judge has the sole discretion, in accordance with the Personnel Policies for the Kentucky Court of Justice which have been adopted by Order of the Supreme Court, to determine whether offices occupied by the Kentucky Court of Justice will be closed in his or her circuit, for inclement weather or other extraordinary circumstances. While the Local Government may close its offices within the facility, if the facility is shared, it acknowledges that it has no authority to close offices occupied by the Kentucky Court of Justice.

**SECTION VIII. AGREEMENT CONCERNING ACCOUNTING AND AUDIT OF EXPENDITURES**

By signing this form, the Local Government agrees to provide the AOC with an accounting of (1) all revenue received by the Local Government from court facilities fees collected pursuant to KRS §§ 23A.220, 64.091, or 24A.185 in the prior fiscal year; and (2) all expenditures made in the prior fiscal year from court facilities fees collected pursuant to KRS §§ 23A.220, 64.091, or 24A.185.

By signing this form, the Local Government acknowledges and agrees that the AOC or its designee shall have access for auditing purposes to (1) any facility occupied in whole or in part by the Court of Justice; (2) any books, documents, papers, records, or other evidence which are directly related to this Reimbursement Form; and (3) any books, documents, papers, records, or other evidence which are directly related to any court facility fees collected by the Local Government pursuant to KRS §§ 23A.220, 64.091, or 24A.185.

**SECTION IX. SIGNATURE AND ACCEPTANCE**

I hereby certify that the calculations related to the cost of the facility are accurate and correct to the best of my knowledge, and the premises are in compliance with all applicable state and federal standards, including but not limited standards set by the State Fire Marshal, the Americans with Disabilities Act of 1990 ("ADA"), and the Occupational Safety and Health Administration ("OSHA"). I acknowledge that the Local Government is responsible for correcting non-compliance with said standards at its own costs if a determination of non-compliance is made by any federal or state agency, including the AOC ADA/OSHA Compliance Officer. The Fiscal Court/Council/Commission and I understand the terms of this document and agree that revisions will not be made without consultation with the Administrative Office of the Courts.

**Approved By** (i.e. County Judge/Executive, Mayor):



(Signature)

ERIC CHANEY

(Name)

COUNTY JUDGE - EXECUTIVE

(Title)

606-739-4134

(Telephone Number)

Approved: MAY 10, 2022

(Date)

The AOC Budget Department has reviewed this Reimbursement Form and hereby authorizes AOC to reimburse the Local Government in accordance with Section V, above.

(Judicial Branch Budget Director)

Approved: \_\_\_\_\_  
(Date)

**First reading Ordinance relating to lease of County property**

Motion was made by Keith Watts and Seconded by Randy Stapleton to approve first reading of an Ordinance relating to the leasing of County owned real property located at the former Kyova Mall.

**ORDINANCE NO. 2022-05**

**AN ORDINANCE RELATING TO THE LEASING  
OF COUNTY OWNED REAL PROPERTY  
LOCATED AT THE FORMER KYOVA MALL**

Be it ordained by the fiscal court of county of Boyd, Commonwealth of Kentucky:

Whereas, the county of Boyd (the County) is the owner of certain real property more particularly described as "Parcel One-3.98 acres" and "EASEMENT" in the Deed with Exhibits attached hereto and incorporated herein by reference as "Exhibit A" as if set out in full same being a deed from Camp Investments LLC to Boyd County, Kentucky and appearing of record in the office of Boyd County Clerk at Deed Book 830 Pages 59-69 (the Property); and

Whereas, Revolutionary Racing KY, LLC a Delaware limited liability company with an address of 75 Arlington Street, STE 500 Boston, Massachusetts 02116 (hereinafter referred to as "Tenant") is desirous of leasing the Property upon such terms and conditions as may hereafter be determined; and

Whereas, the Tenant has been recommended and referred to the County by the Office of the Governor of the Commonwealth of Kentucky; and

Whereas, KRS 67.083 provides that the County may enact ordinances in performance of public functions such as the promotion of economic development of the county, directly or in cooperation with public or private agencies, including the provision of access roads, land and buildings and promotion of tourism and conventions; and

Whereas, the Tenant's planned use of the property as described in "Exhibit B" attached hereto and incorporated herein by reference is beneficial to the County and is consistent with the authority granted to the fiscal court of the County by virtue of KRS 67.083 and such other laws of the Commonwealth of Kentucky as may be applicable; and

Whereas, the Boyd County Fiscal Court does hereby determine that in the interest of the County and in furtherance of promoting tourism, convention activity and economic development in Boyd County the leasing of the property as proposed by the Tenant demands due consideration;

It is hereby ordained as follows:

1. The Boyd County Judge-Executive is hereby authorized and directed to commence negotiations with the Tenant toward execution of a lease, rental agreement or similar document permitting Tenants use and occupancy of the property in exchange for rent, lease payments, exchanges in kind and/or such other monetary or other valuable consideration as is economically and commercially reasonable the final terms and conditions of which must and shall be approved by majority vote of the Boyd County

Fiscal Court to be taken at a regular meeting(s) or special meeting(s) which may be called therefore.

This Ordinance shall be effective upon its adoption and publication according to law.

FIRST READING

Judge Chaney YES

Commissioner Brown YES

Commissioner Stapleton YES

Commissioner Watts YES

SECOND READING

Judge Chaney Yes

Commissioner Brown YES

Commissioner Stapleton yes

Commissioner Watts yes

ATTEST:

Sara Tussey  
BOYD COUNTY CLERK/FISCAL COURT CLERK

Published \_\_\_\_\_

05/12/2022

DATE

VMJ H

Documentary Tax Paid: \$2,500.00  
Doc No: 10003011 DocType: DEED  
Recorded: 07/15/2021 02:22:09 PM Fee Amt: \$2,568.00

RECEIVED

JUL 15 2021

Kevin Johnston  
BOYD CO. CLERK, KY

Boyd County Kentucky  
Kevin Johnston, Clerk  
By: JENNY HORN  
BK 830 PG 59 - 69 (11)

D E E D

THIS DEED OF CONVEYANCE, made and entered into this 15<sup>th</sup> day of July, 2021, by and between **CAMP INVESTMENTS LLC**, a Kentucky limited liability company with a mailing address of P.O. Box 5117, Ashland, KY 41105-5117, **GRANTOR**, and **BOYD COUNTY, KENTUCKY**, a governmental entity with a mailing address of 2800 Louisa Street, Catlettsburg, KY 41129, which is also the in-care-of address to which the property tax bill for 2021 may be sent, **GRANTEE**.

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of **TWO MILLION FIVE HUNDRED THOUSAND DOLLARS, (\$2,500,000.00)**, payment and receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee, its successors and assigns forever, in fee simple, the following described real estate, situate in Boyd County, Kentucky, to-wit:

See Exhibit "A"

The foregoing real estate is conveyed subject to all restrictions, reservations, easements, covenants and conditions, if any, previously imposed and appearing of

EXHIBIT A

record. Additionally, it is subject to the conditions attached hereto as **Exhibit "B"**, which shall run with the property conveyed hereby for the benefit of Grantor, its successors and assigns.

TO HAVE AND TO HOLD the same, together with all rights, privileges, appurtenances, and improvements thereunto belonging or in anywise appertaining unto the Grantee, its successors and assigns forever, in fee simple, with covenants of **GeneralWarranty**.

The parties hereto further certify, pursuant to K.R.S. Chapter 382.135, that the above-stated consideration in the amount of **\$2,500,000.00** is the true, correct, and full consideration paid for the property herein conveyed.

IN TESTIMONY WHEREOF, the Grantor and Grantee have executed this instrument and hereunto subscribed their names the day and year as notarized below.

**Camp Investments LLC, Grantor**

BY:   
Jason E. Camp,  
Its Manager

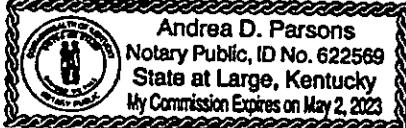
Boyd County, Kentucky, Kentucky, By and  
Through the Boyd County Fiscal Court,  
Grantee

BY:   
Eric Chaney,  
Its Judge Executive

COMMONWEALTH OF KENTUCKY      )  
   (      )  
 COUNTY OF BOYD                      )

I, a Notary Public in and for the aforesaid county and state, do hereby certify that the foregoing Deed of Conveyance was this day before me in my said county and state duly executed, acknowledged, subscribed and sworn to before me by Jason E. Camp as Manager of Camp Investments LLC, Grantor, to be his free act and deed and the free act and deed of Camp Investments LLC by him as its member.

This 15<sup>th</sup> day of July, 2021.



Andrea D. Parsons  
 Notary Public, ID No. 622569  
 State at Large, Kentucky  
 My Commission Expires on May 2, 2023

Andrea D. Parsons  
 Notary Public, State-at-Large, KY  
 My Commission expires: 5-2-2023

COMMONWEALTH OF KENTUCKY      )  
   (      )  
 COUNTY OF BOYD                      )

I, a Notary Public in and for the aforesaid county and state, do hereby certify that the foregoing Deed of Conveyance and Consideration Statement was this day before me in my said county and state duly executed, acknowledged, subscribed, and sworn to before me by Eric Chaney as Judge Executive of Boyd County, Kentucky, Grantee, to be his free act and deed and the free act and deed of Boyd County, Kentucky by him as its Judge Executive.

This 14<sup>th</sup> day of July, 2021.

Sara Turner  
 Notary Public, State-at-Large, KY  
 My Commission expires: 10/18/23

I hereby certify that this  
 instrument has been prepared

by: Eric O. Chaney of  
 VANANTWERP ATTORNEYS, LLP  
 1544 Winchester Avenue, Fifth Floor  
 Ashland, Kentucky 41101  
 (606) 429-2929

**EXHIBIT A**  
**Deed to County from Camp Investments, LLC**

**Parcel One:**  
3.98 Acres

Being a parcel of land in Boyd County, Kentucky and being more particularly described as follows, as shown on a drawing titled "PLAT OF SURVEY OF PORTIONS OF THE PROPERTY OF REYTON CEDAR KNOLL LLC" (D. B. 677 PG. 440) dated June 09-2021 as prepared by Richard L. Howerton, Registered Land Surveyor No.3582 (Howerton Engineering and Surveying PLLC.).

Unless stated otherwise, any monument referred to herein as an "iron pin set" is a set 1/2" rebar, twenty-four inches (24") in length, with a surveyor's cap stamped "Howerton, P.L.S. #3582". All bearings stated herein are per Kentucky State Plane North NAD83.

Beginning at a P.K. Nail and Shiner set (stamped KY 3582). A 5/8" iron pin found (Kelvin Barker #2630) on the original tract line bears S 62-56-16 E a distance of 685.27'.

Thence, with a new division line through the Reyton Cedar Knoll LLC. Property, bearing S 80-00-22 W distance of 376.07' to a P.K. Nail and shiner set.

Thence, bearing N 68-53-38 W a distance of 44.86' to a P.K. Nail and shiner set.

Thence, bearing N 10-30-56 W a distance of 394.74' to a P.K. Nail and shiner set.

Thence, bearing N 79-29-04 E a distance of 384.42' to a P.K. Nail and shiner set. Passing a P.K. Nail and Shiner set on line at a distance of 27.52'.

Thence, bearing S 54-16-58 E a distance of 45.67' to a P.K. Nail and shiner set. Having Kentucky State Plane Coordinates of N 331341.0050 E 2080743.8410.

Thence, bearing S 10-15-20 E a distance of 388.70' to the point of beginning. Containing 3.98 acres.

The above-described parcel is subject, however, to the rights of way and public utility easements, if any, that may be on legal recording covering said premises.

For a more detailed description, see plat #1468 of survey, by: Richard L. Howerton PLS # 3582 of Howerton Engineering & Surveying PLLC in Greenup, KY dated June 9, 2021.

Parcel Two:

0.54 Acres

Being a parcel of land in Boyd County, Kentucky and being more particularly described as follows, as shown on a drawing titled "PLAT OF SURVEY OF PORTIONS OF THE PROPERTY OF REYTON CEDAR KNOLL LLC" (D.B. 677 PG. 440) dated June 09-2021 as prepared by Richard L. Howerton, Registered Land Surveyor No. 3582 (Howerton Engineering and Surveying PLLC.).

Unless stated otherwise, any monument referred to herein as an "iron pin set" is a set 1/2" rebar, twenty-four inches (24") in length, with a surveyor's cap stamped "Howerton, P.L.S. #3582". All bearings stated herein are per Kentucky State Plane North NAD83.

Beginning at a P.K. Nail and Shiner set (stamped KY 3582). Thence, with a new division line through the Reyton Cedar Knoll LLC. Property, bearing N 79-29-04 E a distance of 356.90' to a point.

Thence, bearing S 10-30-56 E a distance of 65.99' to a P.K. Nail and Shiner set. Said P.K. Nail and Shiner is the northeast corner to Parcel 1 of this survey. Passing a P.K. Nail and Shiner set on line at a distance of 26.42'.

Thence, with the north line of Parcel 1, bearing S 79-29-04 W a distance of 356.90' to a P.K. Nail and Shiner set. The northwest corner of Parcel 1 bears S 79-29-04 W a distance of 27.52'.

Thence, bearing N 10-30-56 W a distance of 65.99' to the point of beginning. Containing 0.54 Acres.

The above-described parcel is subject, however, to the rights of way and public utility easements, if any, that may be on legal recording covering said premises.

For a more detailed description, see plat #1468 of survey. by: Richard L. Howerton PLS #3582 of Howerton Engineering & Surveying PLLC in Greenup, KY dated June 9, 2021.

Parcel Three:

1.00 Acre

Being a parcel of land in Boyd County, Kentucky and being more particularly described as follows. as shown on a drawing titled "PLAT OF SURVEY OF PORTIONS OF THE PROPERTY OF REYTON CEDAR KNOOL LLC" (D.B. 677 PG. 440) dated June 09-2021 as prepared by Richard L. Howerton, Registered Land Surveyor No.3582 (Howerton Engineering and Surveying PLLC.).

Unless stated otherwise, any monument referred to herein as an "iron pin set" is a set 1/2" rebar, twenty-four inches (24") in length, with a surveyor's cap stamped "Howerton, P.L.S. #3582". All bearings stated herein are per Kentucky State Plane North NAD83.

Beginning at a P.K. Nail and Shiner set (stamped KY 3582). whose Northing is 332366.4758 and whose Easting is 2080701.3749. Said P.K. Nail and Shiner bears N 36-25-18 W a distance of 675.02' from a 1/2" iron pin with an Aluminum cap Stamped #2595) found on the Original Tract line.

Thence, with a new division line through the Reyton Cedar Knoll LLC. Property, bearing N 33-19-39 W a distance of 175.00' to a P.K. Nail and Shiner set.

Thence, bearing N 56-40-21 E a distance of 250.00' to a P.K. Nail and Shiner set.

Thence, bearing S 33-19-39 E a distance of 175.00' to a P.K. Nail and Shiner set.

Thence, bearing S 56-40-21 W a distance of 250.00' to the point of beginning. Containing 1.00 Acres.

The above-described parcel is subject, however, to the rights of way and public utility easements, if any, that may be on legal recording covering said premises.

For a more detailed description, see plat #1468 of survey, by: Richard L. Howerton PLS # 3582 of Howerton Engineering & Surveying PLLC in Greenup, KY dated June 9, 2021.

EASEMENT

THERE IS ALSO GRANTED hereby a 30 foot non-exclusive easement for vehicular passage to and from US 60 and the above parcels of real estate for ingress and egress by Grantee, its successors and assigns as described as follows:

Being a parcel of land in Boyd County, Kentucky and being more particularly described as follows, as shown on a drawing titled "PLAT OF SURVEY OF PORTIONS OF THE PROPERTY OF REYTON CEDAR KNOLL LLC" dated June 09-2021 as prepared by Richard L. Howerton, Registered Land Surveyor No.3582 (Howerton Engineering and Surveying PLLC.).

Unless stated otherwise, any monument referred to herein as an "iron pin set" is a set 1/2" rebar, twenty-four inches (24") in length, with a surveyor's cap stamped "Howerton, P.I.S. #3582". All bearings stated herein are per Kentucky State Plane North NAD83.

Beginning at a point in the west Right-of-Way line of U.S. 60 and being on the south side of the existing entrance, whose Northing is 331552.557 and whose Easting is 2081213.891.

Thence, bearing S 78-17-42 W a distance of 29.73' to a point.

Thence, with a curve to the left, L=79.008 R=69.895 and having a chord of S 38-46-56 W a distance of 74.87' to a point.

Thence, bearing S 10-16-10 E a distance of 112.94' to a point.

Thence, with a curve to the right, L=632.186 R=384.018 and having a chord of S 37-15-16 W a distance of 563.18' to a point.

Thence, bearing S 80-00-22 W a distance of 383.24' to a point.

Thence, bearing N 68-53-38 W a distance of 53.21' to a point.

Thence, bearing N 21-06-22 E a distance of 30.00' to a P.K. Nail and Shiner set, being the southwest corner of Parcel 1 of this survey.

Thence, with the south line of Parcel 1, bearing S 68-53-38 E a distance of 44.86' to a P.K. Nail and Shiner set.

Thence, bearing N 80-00-22 E a distance of 376.07' to a P.K. Nail and Shiner set, being the southeast corner of Parcel 1 of this survey.

Thence, with a curve to the left, L=583.837 R=354.018 and having a chord of N 37-21-13 E a distance of 519.89' to a point.

Thence, bearing N 10-13-50 W a distance of 289.28' to a point.

Thence, bearing N 10-31-13 W a distance of 59.66' to a point.

Thence, bearing N 10-32-33 W a distance of 334.33' to a point.

Thence, bearing N 03-09-00 E a distance of 82.03' to a point.

Thence, bearing N 09-49-02 W a distance of 112.66' to a point.

Thence, bearing N 10-37-14 W a distance of 146.83' to a point.

Thence, bearing N 25-20-41 W a distance of 65.59' to a point.

Thence, bearing N 47-30-38 W a distance of 68.88' to a point in the southeast line of parcel 3 of this survey.

Thence, with the line of parcel 3, bearing N 56-40-21 E a distance of 30.94' to a P.K. Nail and Shiner set.

Thence, leaving Parcel 3, bearing S 47-30-33 E a distance of 67.18' to a point.

Thence, bearing S 25-20-41 E a distance of 75.34' to a point.

Thence, bearing S 10-37-14 E a distance of 150.92' to a point.

Thence, bearing S 09-49-02 E a distance of 116.28' to a point.

Thence, bearing S 03-09-00 W a distance of 81.84' to a point.

Thence, bearing S 10-32-33 E a distance of 330.74' to a point.

Thence, bearing S 10-31-13 E a distance of 58.89' to a point.

Thence, bearing S 13-26-06 E a distance of 25.93' to a point.

Thence, with a curve to the left, L=92.574 R=77.469 and having a chord of S 60-00-20 E a distance of 87.16' to a point.

Thence, bearing N 79-11-58 E a distance of 16.94' to a point in the west Right-of-Way line of U.S. 60 and being on the north side of the existing entrance.

Thence, bearing S 11-47-01 E a distance of 45.46' to the point of beginning. Containing 1.65 Acres.

The above-described parcel is subject, however, to the rights of way and public utility easements, if any, that may be on legal recording covering said premises.

For a more detailed description, see plat #1468 of survey, by: Richard L. Howerton PLS # 3582 of Howerton Engineering & Surveying PLLC in Greenup, KY dated June 9, 2021.

Being a part of the same real estate conveyed to Grantor by that certain deed dated

July 15, 2021, appearing of record in Deed Book730, Page 53, in the office of the  
Boyd County Court Clerk of Kentucky.

**EXHIBIT B**

1. Grantee shall be required at all times to request the prior approval of Grantor for any construction, design, painting, or improvement to the outside and exterior of the Property to assure the appearance of any building or structure is consistent with the remaining property and buildings owned by Grantor in proximity to the Property but such approval by Grantor shall not be unreasonably withheld or delayed.
2. Any structure erected on Parcel 3 shall be no taller than the existing movie theatre building unless approved by Grantor in writing.
3. The Grantor shall have the first right of refusal and option to purchase the Property described on Exhibit A from Grantee in the event Grantee ever desires to sell said Property upon 90 days prior written notice to the Grantor on the same terms and conditions as proposed in good faith by any third party buyer to Grantee which Grantee intends to accept and so long as such first right of refusal is consistent with and permitted by the laws of the Commonwealth of Kentucky relating to the transfer of real property by county governments.

CONFIDENTIAL  
May 10, 2022

Hon. Eric Chaney  
Boyd County Judge Executive  
2800 Louisa Street  
Catlettsburg, KY 41129  
[echaney@boydky.com](mailto:echaney@boydky.com)

Re: Lease of Former Sears Building

Judge Chaney,

On behalf of Revolutionary Racing Kentucky, LLC ("Revolutionary Racing") please allow me to thank you for the kind welcome you and the people of Boyd County have shown us. Also, I would like to thank you and the Fiscal Court for your consideration of the opportunity for Revolutionary Racing to lease the former Sears building for our horse racing and gaming entertainment ventures.

As you are aware Revolutionary Racing is applying for the ninth and only remaining available horse racing track license in Kentucky. It is our intention to locate that track and equine event center in Boyd County. We will offer live quarter horse racing, simulcast horse racing, and pari-mutuel wagering including historical horse racing as licensed and regulated by the Kentucky Horse Racing Commission. Part of our offerings and attractions will be the creation of a destination entertainment facility to house approximately 400 historical horse racing wagering terminals, food and beverage, and other related entertainment.

We believe the best location for the success of this facility and to increase tourism and economic development in Boyd County is the former Sears building now owned by the County. Our market research shows that a historical horse racing entertainment venue in the Sears space would create 200 new, well-paying jobs and generate equine events and the gaming will be a mixture of new construction and remodeling of existing buildings. I do not have a precise breakout of planned capital investment, but understand the company will invest up to \$50 million in hard and soft costs. which will add to the Boyd County property tax base. Other similar facilities in Kentucky show taxable values of real estate between \$30 and \$100 million, obviously a wide range.

Assuming \$50 million of new taxable property yields an annual property tax flow of \$578,000 to local jurisdictions. Assuming 200 jobs with an average pay of \$30,000 yields \$45,000 in County occupational taxes from employees. And there will likely be around 5,000 additional room-nights sold at local hotels due to overnight stays of horse show personnel and gamers. This would generate about \$17,000 in new bed taxes for the County visitor and convention bureau.

economic impact per year.

Please again allow this letter to express our sincere appreciation for the welcome we have received and the consideration of a lease for the Sears building. We hope to be a part of your community for many successful years to come.

Sincerely yours,



Prentice Salter, CEO

Cc: Hon. Rocky Adkins, Senior Advisor to the Governor

EXHIBIT B

**Vote as Follows:**

Eric Chaney	Yes
Keith Watts	Yes
Larry Brown	Yes
Randy Stapleton	Yes

---

**2<sup>nd</sup> reading Cannonsburg TIF district**

Motion was made by Keith Watts and Seconded by Randy Stapleton to approve second reading of Ordinance no 2022-04, An Ordinance establishing a local development area for economic development purposes within the County of Boyd, Kentucky to be known as the Cannonsburg exit Local Development Area.

**Ordinance begins on following page**

ORDINANCE NO. 2022-04

AN ORDINANCE ESTABLISHING A LOCAL DEVELOPMENT AREA FOR ECONOMIC DEVELOPMENT PURPOSES WITHIN THE COUNTY OF BOYD, KENTUCKY TO BE KNOWN AS THE CANNONSBURG EXIT LOCAL DEVELOPMENT AREA (THE "LOCAL DEVELOPMENT AREA"); APPROVING A LOCAL DEVELOPMENT AREA AGREEMENT AMONG THE COUNTY OF BOYD, KENTUCKY, THE DEVELOPER, AND THE AGENCY; ESTABLISHING AN INCREMENTAL TAX SPECIAL FUND FOR PAYMENT OF REDEVELOPMENT ASSISTANCE; DESIGNATING THE FINANCE DEPARTMENT OF THE COUNTY OF BOYD, KENTUCKY, AS THE AGENCY RESPONSIBLE FOR OVERSIGHT, ADMINISTRATION, AND IMPLEMENTATION OF THE LOCAL DEVELOPMENT AREA; AND AUTHORIZING THE COUNTY JUDGE/EXECUTIVE AND OTHER OFFICIALS TO TAKE SUCH OTHER APPROPRIATE ACTIONS AS ARE NECESSARY OR REQUIRED IN CONNECTION WITH THE ESTABLISHMENT OF THE LOCAL DEVELOPMENT AREA.

WHEREAS, the County of Boyd, Kentucky (the "County"), pursuant to KRS 65.7041 to 65.7083, as it may be amended (the "Act"), is authorized to, among other things, (1) establish a local development area or development area to encourage investment and development in the County, (2) enter into agreements in connection with the establishment of a development area or local development area, (3) establish a special fund for deposit of incremental revenues resulting from the development of a local development area or development area, and (4) designate an agency to oversee, administer and implement projects within a local development area or development area; and

WHEREAS, the County desires to establish a "local development area" as defined in the Act to encourage investment and development within such local development area and to pledge a portion of the "incremental revenues" as defined in the Act, and herein, generated from the development of such local development area to the payment of redevelopment assistance and/or financing costs within such local development area; and

WHEREAS, the County has identified a contiguous tract of land of substantially undeveloped land consisting of not more than 1,000 acres within the County, specifically described in Exhibit A hereto; and

WHEREAS, the Developer [as hereinafter defined] plans to undertake a mixed-use comprehensive development of the Local Development Area as described in the Agreement [as hereinafter defined]; and

WHEREAS, the County has determined to establish the Local Development Area as a local development area pursuant to the Act to encourage development of the Project within the Local Development Area; and

WHEREAS, the County has agreed to support and encourage the Project within the Local Development Area by pledging certain Incremental Revenues to pay for Redevelopment Assistance [as hereinafter defined] to promote the development of the Local Development Area under the Agreement [hereinafter defined]; and

WHEREAS, the County pursuant to the Act held a public hearing on March 7, 2022 after giving proper notice concerning the County's intention to establish the Local Development Area; and

WHEREAS, the establishment of the Local Development Area is for a public purpose and that the establishment and creation of the Local Development Area within the County is for the benefit and welfare of the County's citizens.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY OF BOYD, KENTUCKY:

**SECTION 1. Definitions.**

1.1 The capitalized terms set forth below when used herein shall have the following meanings.

"Agency" means the Finance Department of the County of Boyd, Kentucky.

"Agreement" means the Local Development Area Agreement among the County, the Developer and the Agency, attached as Exhibit "B" hereto.

"Consultant" means Commonwealth Economics, a qualified independent consultant which was engaged to analyze economic data related to the Project and the Local Development Area.

"County" means the County of Boyd, Kentucky.

"Developer" means BCG Land, LLC, a Kentucky limited liability company.

"Establishment Date" means the date that the Local Development Area is established pursuant to the Act and this Ordinance.

"Incremental Revenues" means the amount of tax revenues received by the County, with respect to the Local Development Area by subtracting Old Revenues from New Revenues in a calendar year, as defined in the Agreement.

"Local Development Area" means a contiguous geographic area of mostly undeveloped land, which is less than a 1,000 acres in area, located within the geographical boundaries of the County, and which is created for economic development purposes by this Ordinance to encourage the new commercial development within the County, as more specifically described in Exhibit A attached hereto, to be known as the "Cannonsburg Exit Local Development Area".

"Pledged Revenues" means that portion of the Incremental Revenues which are pledged by the County, pursuant to the Agreement, to the pay for Redevelopment Assistance related to the Local Development Area, as set forth in the Agreement.

"Project" shall mean the comprehensive development of the Local Development Area being undertaken by the Developer as described in the Agreement.

"Redevelopment Assistance" shall have the meaning as set forth in the Act and in the Agreement, and shall generally mean the cost of public and related infrastructure needed for the construction of the Project, and more specifically defined in the Agreement, or as otherwise approved by the County.

"Report" means that certain report produced by the Consultant relating to the Project and its economic impact within the Local Development Area, as required by KRS 65.7047 and attached hereto as Exhibit C.

1.2 All capitalized terms used herein and not defined above or in the recitals to this Ordinance shall have the meaning as set forth in the Act, as of the effective date of this Ordinance.

**SECTION 2. Findings and Determinations.** In accordance with the Act, the County hereby makes the following findings and determinations with respect to the Local Development Area:

2.1 The Local Development Area consists of a contiguous tract of land that is less than 1,000 acres. The actual size of the Local Development Area is approximately 116 acres;

2.2 The Local Development Area constitutes substantially undeveloped land;

2.3 The establishment of the Local Development Area will not cause the assessed taxable value of real property within the Local Development Area and within all "development areas" and "local development areas" established by the County (as those terms are defined in the Act) to exceed twenty percent (20%) of the total assessed taxable value of real property within the County. The assessed value of taxable real property within the Local Development Area is \$555,500. Concurrently with the establishment of the Local Development Area the County is establishing the KYOVA Development Area that has an assessed calendar year 2020 taxable real property value of \$7,400,000. The County previously established the Ashland Plaza Development Area, which at the time it was established had a taxable real property value of \$17,250,299. Upon the establishment of the Local Development Area and the KYOVA Development Area the combined assessed taxable value of real property within local development areas or development areas established by the County will be \$25,205,799; when that amount is compared to the County's total assessed real property taxable value of \$2,050,244,907, it is clear that the assessed value of taxable real property within all local development areas or development areas is significantly less than twenty percent (20%) of the assessed value of taxable real property within the

County – the actual percentage is approximately 0.3% of the County's total taxable real property tax value.

**SECTION 3. Findings by Qualified Independent Outside Consultant.** In accordance with the Act, the County hereby makes of record certain findings contained in the Report produced by the Consultant:

3.1 The estimated costs of the Project, both public and private, are estimated to be approximately \$85,000,000, of which approximately \$15,200,000 is related to the cost of infrastructure needed to support the Project;

3.2 The Project, taking into consideration its relative scope, cost and location, is considered to be feasible provided necessary and significant expenditures on public infrastructure;

3.3 The Project is estimated to generate approximately \$40,318,128 in local tax revenues taxes over a thirty (30) year period, of which approximately \$10,981,857 will be tax revenue to the County from real property taxes and occupational taxes;

3.4 The estimated amount of local tax revenues displaced over the same period of time is estimated to be ten percent of the total tax impact of the Project, with approximately \$37,000,000 being net new tax revenues to Boyd County as a result of the Project.;

3.5 The estimated amount of local tax revenues that would have been generated in the local development area in the absence of the Project over the thirty (30) year period is estimated at \$294,000.

3.6 In the process of estimating the impacts and revenues the Consultant considered one or both of the following:

- (a) The revenues or economic impacts associated with any project within the development area where the new project will be located
- (b) The revenues or economic impacts associated with economic development projects and approved Kentucky Tourism Development Act projects under KRS Chapter 148

3.7 The relationship of the estimated incremental revenues to the financing needs, including any increment bonds of the Project, is addressed in the Report;

3.8 When estimating the fiscal impact of the Project, the Consultant evaluated the amount of revenue estimated in subparagraph 3.3 above and deducted the amounts estimated in subparagraphs 3.4 and 3.5 above. The resulting difference was compared to the estimated incremental revenues and was used to determine the presence of a positive fiscal impact;

3.9 The Report has concluded that, but for the designation of the Local Development Area, the pledge of local tax incremental revenues, the Project would not occur.

**SECTION 4. Establishment, Name, Boundaries.** All that area described herein by Exhibit A attached hereto and made a part hereof, is located within the County and is hereby established and designated as the "Cannonsburg Exit Local Development Area. At the time of the enactment of this Ordinance, the Local Development Area is less than 1,000 acres, being approximately 116 acres in size.

**SECTION 5. Establishment Date, Commencement Date, Termination Date, Activation Date.** The Establishment Date is the effective date of adoption of this Ordinance. The Commencement Date is the date on which the Agreement has been executed by all parties thereto. The Termination Date for the Local Development Area shall be thirty (30) years subsequent to the Activation Date; provided, however, that if the Agreement relating to the Local Development Area has a Termination Date that is later than the Termination Date established in this Ordinance, the Termination Date for the Local Development Area shall be extended to the Termination Date which is set forth in the Agreement and, provided further, the Termination Date for the Local Development Area shall in no event be more than forty (40) years from the Establishment Date. The Activation Date shall have the meaning set forth in the Agreement.

**SECTION 6. Pledge of Incremental Revenues; Approval of Execution and Delivery of Local Development Area Agreement.** The County hereby approves the pledge of eighty percent (80%) of its Incremental Revenues Incremental Revenues for a thirty (30) years after the Activation of the Local Development Area to support the payment of Redevelopment Assistance to promote the development of the Project and the Local Development Area, as more specifically set forth in the Local Development Area Agreement. The Judge/Executive of the County, and on behalf of the Agency, is hereby authorized and directed to execute, acknowledge and deliver on behalf of the County and the Agency, a Local Development Area Agreement (the "Agreement"), a form of which is attached as Exhibit B and made a part hereof, among the County, the Developer, and the Agency authorizing the pledge of eighty percent (80) of its Incremental Revenues for thirty (30) years after the Activation of the Local Development Area to the payment of Redevelopment Assistance as defined in the Agreement. The form of the Agreement among the County, the Agency and the Developer, shall be in substantially the form attached hereto, subject to further negotiations and changes therein that are not inconsistent with this Ordinance and not substantially adverse to the County. The approval of such changes by said officers, and that such changes are not substantially adverse to the County, shall be conclusively evidenced by the execution of such Local Development Area Agreement by such officials.

**SECTION 7. Special Fund.** There is hereby established a Special Fund of the County to be known as the Cannonsburg Exit Local Development Tax Increment Fund, into which the County covenants to deposit, and into which the County officials are hereby authorized and directed to deposit all Pledged Revenues. The County and Agency shall maintain the Special Fund unencumbered except for the purposes set forth in Section 8

hereof. Funds deposited in the Special Fund shall be disbursed in accordance with the Act, this Ordinance, and the Agreement and related documents to pay Redevelopment Assistance, within the Local Development Area.

**SECTION 8. Use of Pledged Revenues.** Pledged Revenues from the County, shall be deposited into the Special Fund created under Section 7 hereof and shall be used solely to pay for Redevelopment Assistance in accordance with the Agreement, as the same may be amended from time to time.

**SECTION 9. Periodic Reports/Analysis.** Any entity, other than the County that receives financial assistance pursuant to the provisions of this Ordinance, whether in the form of a grant or loan or loan guarantee shall make periodic reports regarding expenditures for Redevelopment Assistance to the Fiscal Court of the County in accordance with the Act, the Agreement, and any other documents controlling such grant, loan or loan guarantee. The Fiscal Court of the County shall be required to review and analyze the progress of the development activity in the Local Development Area on an annual basis. Such review and analysis shall at a minimum, include a review of the progress in meeting the stated goals of the Local Development Area. The Judge/Executive shall report to the Fiscal Court of the County, during such reviews and shall when necessary, invite developers to participate in the review process to report on the progress of their developments within the Local Development Area.

**SECTION 10. Designation of Oversight Agency.** Pursuant to the Act, the County hereby designates the Agency, as the Agency for purposes of oversight, administration and review responsibility of this Local Development Area Ordinance, the Agreement and the Local Development Area established hereby. The Agency shall act on behalf of the County in administering the Local Development Area, the Agreement, and other related agreements, with respect to the development of the Local Development Area.

**SECTION 11. Severability.** The provisions of this Ordinance are hereby declared to be severable, and if any section, phrase or provision shall for any reason be declared invalid, such declaration of invalidity shall not affect the validity of the remainder of this Ordinance.

**SECTION 12. Repeal of Conflicting Orders and Ordinances.** All prior resolutions, municipal orders or ordinances or parts of any resolution, municipal order or ordinance in conflict herewith are hereby repealed.

**SECTION 13. Effective Date.** This Ordinance shall be in full force and effect from and after its passage, attestation, recordation and publication.

**SECTION 14. Publication.** This Ordinance shall be published according to law.

GIVEN FIRST-READING APPROVAL AT A DULY CONVENED MEETING OF THE FISCAL COURT OF THE COUNTY OF BOYD, KENTUCKY, held on the 11<sup>th</sup> day of April, 2022.

THE FISCAL COURT OF THE COUNTY OF BOYD, KENTUCKY, held on the 16<sup>th</sup> day of May, 2022 and on the same occasion signed by the Judge/Executive as evidence of his approval, attested by the County Clerk, published and filed as required by law, and declared to be in full force and effect from and after its adoption and approval according to law.

Approved:

By   
County Judge/Executive

ATTEST:

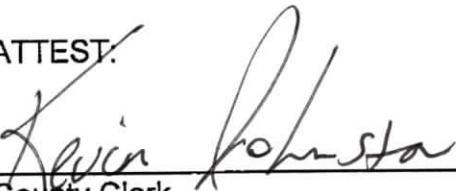
  
County Clerk

EXHIBIT A

TIF Development Area

City of Cannonsburg, Kentucky

A certain parcel of land situated along KY 180, approximately  $0.8\pm$  mile north of I-64, in Boyd County, Kentucky, in the city of Cannonsburg, and being more particularly described as follows:

The Point of Beginning (P.O.B.) at Kentucky State Plane (NAD 83) Single Zone coordinates of Northing = 4038543.309 and Easting = 5792761.270, said point also at  $38^{\circ}22'30.9693''$  North Latitude and  $82^{\circ}42'33.73078''$  West Longitude, thence continuing with the Tax Increment Financing (TIF) boundary,

South  $56^{\circ}05'10''$  East 641.43 feet to a point, thence;  
South  $64^{\circ}36'13''$  East 379.78 feet to a point, thence;  
South  $66^{\circ}38'59''$  East 1225.66 feet to a point, thence;  
South  $56^{\circ}49'23''$  East 628.04 feet to a point, thence;  
South  $34^{\circ}36'03''$  West 230.85 feet to a point, thence;  
South  $45^{\circ}27'32''$  East 73.31 feet to a point, thence;  
South  $29^{\circ}19'30''$  East 112.88 feet to a point, thence;  
South  $20^{\circ}26'46''$  East 92.47 feet to a point, thence;  
South  $00^{\circ}27'24''$  West 109.01 feet to a point, thence;  
South  $14^{\circ}20'59''$  West 116.61 feet to a point, thence;  
South  $31^{\circ}52'24''$  West 103.02 feet to a point, thence;  
South  $51^{\circ}20'31''$  West 95.14 feet to a point, thence;  
South  $68^{\circ}05'38''$  West 468.53 feet to a point, thence;  
North  $03^{\circ}02'08''$  West 431.81 feet to a point, thence;  
North  $42^{\circ}37'08''$  West 373.27 feet to a point, thence;  
North  $64^{\circ}29'01''$  West 197.43 feet to a point, thence;  
North  $64^{\circ}29'01''$  West 747.14 feet to a point, thence;

South 24°46'53" West 354.23 feet to a point, thence;  
South 08°46'41" West 212.87 feet to a point, thence;  
South 10°10'55" West 296.10 feet to a point, thence;  
South 07°45'34" East 189.67 feet to a point, thence;  
South 27°05'29" East 96.72 feet to a point, thence;  
South 46°14'50" East 128.53 feet to a point, thence;  
South 59°30'38" West 156.16 feet to a point, thence;  
South 29°29'05" West 77.50 feet to a point, thence;  
South 69°25'44" West 189.42 feet to a point, thence;  
South 81°45'33" West 93.19 feet to a point, thence;  
North 79°38'27" West 85.01 feet to a point, thence;  
North 63°27'04" West 96.52 feet to a point, thence;  
North 57°22'55" West 267.21 feet to a point, thence;  
North 72°27'26" West 101.83 feet to a point, thence;  
North 84°31'13" West 109.37 feet to a point, thence;  
South 73°30'12" West 115.39 feet to a point, thence;  
South 60°33'54" West 198.97 feet to a point, thence;  
North 36°52'37" West 81.08 feet to a point, thence;  
North 41°26'09" West 132.42 feet to a point, thence;  
North 19°09'27" West 67.93 feet to a point, thence;  
North 06°23'37" West 151.22 feet to a point, thence;  
North 01°48'30" West 62.75 feet to a point, thence;  
North 11°26'04" East 61.99 feet to a point, thence;  
North 29°24'33" East 74.75 feet to a point, thence;  
North 45°05'03" West 116.88 feet to a point, thence;

North 07°54'03" West 376.35 feet to a point, thence;  
South 72°47'04" West 698.29 feet to a point, thence;  
North 21°17'20" West 80.18 feet to a point, thence;  
North 08°19'20" West 108.67 feet to a point, thence;  
North 00°53'14" West 96.33 feet to a point, thence;  
North 17°11'14" West 75.01 feet to a point, thence;  
North 32°15'36" West 94.59 feet to a point, thence;  
North 3°06'43" East 139.54 feet to a point, thence;  
North 70°51'01" East 280.12 feet to a point, thence;  
North 69°19'34" East 490.44 feet to a point, thence;  
North 58°02'32" East 501.41 feet to a point, thence;  
North 41°56'47" East 243.84 feet to a point, thence;  
North 24°26'54" West 106.16 feet to a point, thence;  
North 11°49'24" West 99.93 feet to a point, thence;  
North 84°46'55" East 194.83 feet to a point, thence;  
North 49°26'40" East 61.22 feet to a point, thence;  
North 40°56'16" East 209.79 feet to the Point of Beginning (P.O.B.), containing a gross area of 117.130± Acres of land.

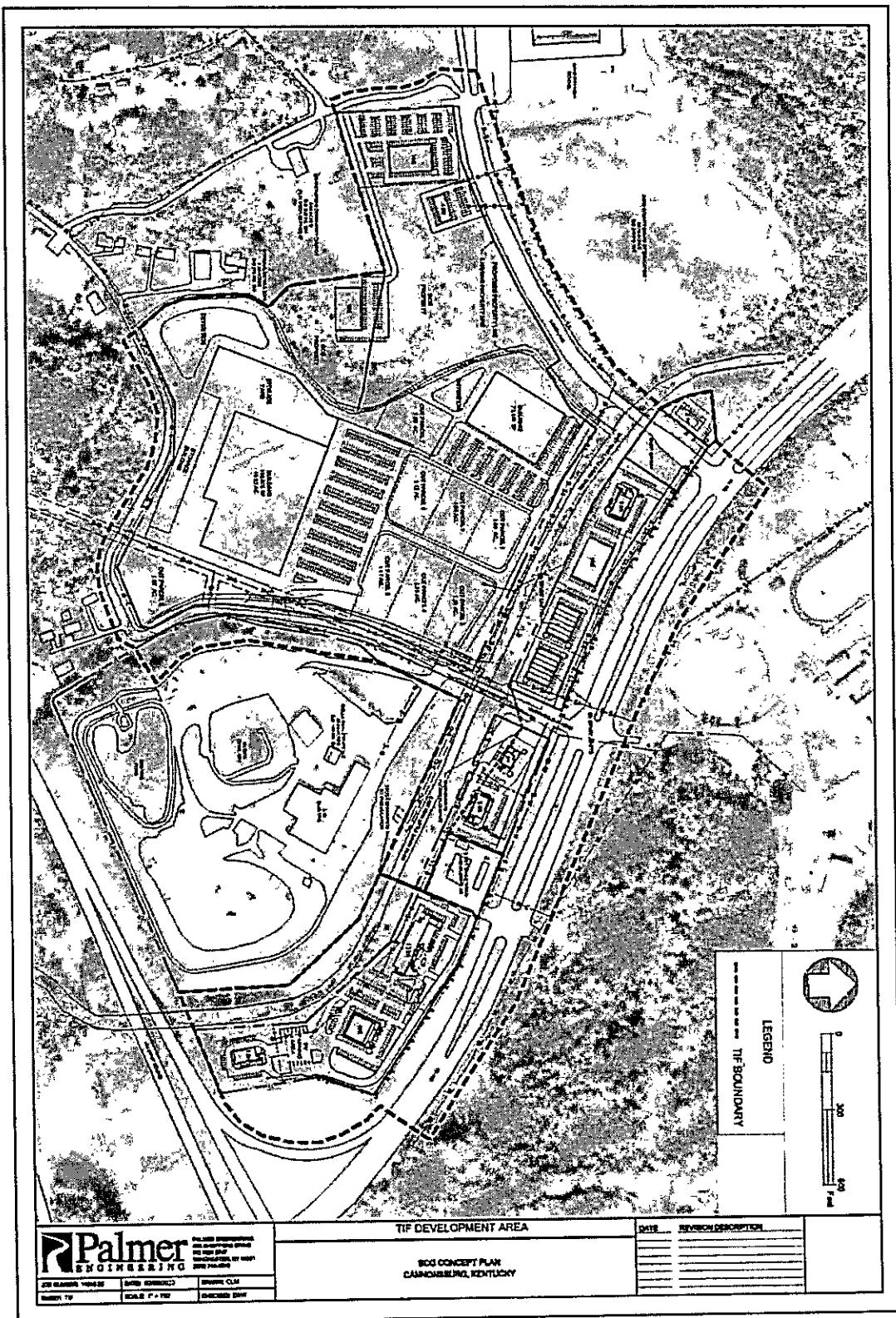
There is a small portion of the land excepted and excluded from the TIF area described above, and being more particularly described as follows:

Commencing at a point in the above described TIF boundary at Kentucky State Plane (NAD 83) Single Zone coordinates of Northing = 4037013.804 and Easting = 5794249.396, thence North 22°50'52" East 189.25 feet to the Point of Beginning (P.O.B.), thence continuing with the exclusion area;

North 67°22'49" West 251.20 feet to a point, thence;  
North 22°43'11" East 230.46 feet to a point, thence;  
South 67°14'09" East 270.86 feet to a point, thence;

South 55°20'48" West 35.50 feet to a point, thence;

South 22°52'11" West 199.92 feet to the Point of Beginning (P.O.B.), containing 1.335± Acres of land, leaving a net remaining area of 115.795± Acres of land.



A-5

11082820.4

## 2<sup>nd</sup> reading KYOVA TIF District

Motion was made by Randy Stapleton and seconded by Larry Brown to table the second reading of the KYOVA TIF district Ordinance until the next meeting.

#### **4 Mile Road Discretionary Fund**

Motion was made by Keith Watts and seconded by Larry Brown to approve the agreement between the Department of Highways, Transportation Cabinet, and County of Boyd.

**Agreement begins on following page.**

R E S O L U T I O N

2022-06

Fiscal Court of BOYD County

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

Be it resolved by the Fiscal Court that:

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

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

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

BOYD COUNTY  
FOUR MILE ROAD  
\$231,575 – FD39 FUNDS

AGREEMENT BETWEEN  
COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS  
AND  
BOYD COUNTY

**THIS AGREEMENT**, entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways, hereinafter referred to as the “**Department**,” and Boyd County, 2800 Louisa Street, Catlettsburg, KY 41129, hereinafter referred to as the Local Public Agency (“**LPA**”).

**WITNESSETH:**

**WHEREAS**, the parties hereto desire to resurface Four Mile Road (CR 1212) in Boyd County, which shall hereinafter be referred to as the “**Project**;”

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

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

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

**WHEREAS**, the **Department** agrees this is a worthwhile **Project** and is willing to reimburse the **LPA** up to \$231,575 in state contingency funding (FD39) for the completion of this **Project**; and

BOYD COUNTY  
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WHEREAS, any cost in excess of the reimbursement funding (\$231,575) for this Project will be the responsibility of the LPA.

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

1. The Department agrees to reimburse the LPA up to \$231,575 for completion of work by the LPA, or consultants, contractors, or subcontractors hired by the LPA, under the obligations of this Agreement for resurfacing Four Mile Road (CR 1212) from KY 966 extending southwesterly to the end of county maintenance for approximately 2.223 miles.

This Project is designed to enhance the reliability of the highway network and safety for motorists in the area providing safe connections. Any ineligible costs or costs in excess of \$231,575 are the responsibility of the LPA. The LPA further agrees that they will require, in perpetuity, the placement of a culvert or road tile, for any new entrance constructed, that effects the drainage area, surrounding any of the roads listed in this agreement. The manner as to the implementation of this requirement, shall be at the discretion of the LPA.

2. The Department has authorized up to \$231,575 in state contingency funding (FD39) for all eligible expenses for this Project. This funding shall be made available for reimbursement to the LPA for all eligible expenses to the Project. The LPA shall be responsible for all eligible costs above the \$231,575 as well as any costs deemed ineligible for reimbursement from this Project. Any additional funding obligated for the completion of this Project shall be evidenced in writing by both parties with a Supplemental Agreement.
3. This Agreement is contingent upon the continued availability of appropriated funding. If the funding appropriated for the Project becomes unavailable for any reason including: the Kentucky General Assembly's failure to appropriate the funding, by operation of law or as the result of a reduction in funding, further reimbursement of Project expenditures may be denied,

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the **Project** may be cancelled, the timeline extended or the scope amended by the **Department** either in whole or in part without penalty. Denial of further reimbursement, **Project** cancellation, extension or amendment because of an interruption in the appropriated funding is not a default or breach of this Agreement by the **Department** nor may such denial, cancellation, extension or amendment give rise to any claim against the **Department**.

4. The effective date of this Agreement is the date of signature by the Secretary of the Transportation Cabinet. The Term of Eligible Reimbursement under this Agreement shall be three (3) years from the date of its execution unless extended or amended by written Agreement in accordance with the provisions of KRS 45A. Any and all funding obligated for any phase of this **Project** shall be available to reimburse the **LPA** for eligible work activities completed and costs incurred prior to expiration.
5. The **LPA** shall follow state specifications for each necessary phase of this **Project**. The **LPA** shall adhere to all state regulations, including KRS 45A, KRS 176, KRS 177, and all terms of this Agreement for activities related to this **Project** as lead agency. The **LPA** will obtain any required permits, licenses or easements required to initiate, perform, and complete work and provide documentation to the **Department's** District 9 Office in Flemingsburg. In addition, the **LPA** is responsible to meet all other requirements and adhere to all regulations necessary to qualify for the receipt of these state funds. Concurrence must be obtained by the **LPA** through the **Department's** District 9 Chief District Engineer in Flemingsburg prior to the awarding of any contract for work or materials to be used on this **Project**.
6. Should the **Project** require any design services, the **LPA** agrees to use only licensed consultants who are pre-qualified to do work for the **Department** or to use a licensed Professional Engineer registered in the Commonwealth of Kentucky that demonstrates sufficient experience and knowledge in the type of work and receives the approval of the **Department's** District 9 Chief District Engineer in Flemingsburg. The **LPA** shall be responsible for all **Project** design activities, which may be completed either by the **LPA's** staff

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or a consultant that is to be selected based on qualifications. All design work to be contracted must comply with all legal advertisement and selection requirements including, but not limited to, the Model Procurement Code provisions of KRS 45A and KRS 424. The LPA shall submit and obtain concurrences to the **Department's** District 9 Chief District Engineer in Flemingsburg final design plans, specifications, and a total estimate prior to any construction. When applicable, the LPA must obtain any necessary permits or easements to allow for work to be accomplished on this **Project** and adhere to the Uniform Relocation Assistance (URA) and Real Property Acquisitions Policies Act.

7. Should the **Project** require the acquisition of any interest in real property by the LPA, the LPA shall ensure that all real property acquisition, relocation assistance, and property management are completed in a fair, equitable and approved manner consistent with all state laws and regulations governing the acquisition of real property for public use using highway funding. In all real property acquisitions, concurrence must be obtained through the **Department's** Division of Right of Way and Utilities and shall be subject to review and approval by the **Department**.
8. The LPA must obtain encroachment permits to allow for work to be accomplished on state owned right-of-way from the **Department's** District 9 Office in Flemingsburg. The LPA acknowledges that the **Department** will require the placement of a restrictive easement approved by and in favor of the **Department** in the chain of title of any real property acquired or improved pursuant to the **Project**. If the owner of any real property acquired or improved pursuant to the **Project** is not the **Department** or the LPA, the owner shall sign and be made a party to this Agreement and the owner hereby acknowledges, covenants and consents to the placement of a restrictive easement for perpetual maintenance of the property acquired or improved pursuant to the **Project** in the chain of title in favor of the **Department** prior to final reimbursement by the **Department**.

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

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be provided to both contracted parties. If a conflict of interest arises between the obligated party and a utility company, the unobligated party shall intercede to provide the utility coordination. The completed relocation shall be inspected to document the proper installation of the facilities. Upon full execution of the utility relocation for the **Project**, three (3) sets of as-built plans for each utility company that completes facility relocation on the project prior to the construction letting, a utility impact note defining the utilities identified in the **Project**, relocations that have been performed, incomplete relocations, and completion schedules for the incomplete work must be provided.

11. State construction criteria for the type of work shall be followed, including but not limited to the **Department's** Highway Design Manual, the **Department's** Standard Drawings, the **Department's** Standard Specifications for Road and Bridge Construction, the **Department's** Drainage Manual, the **Department's** Structural Design Manual, the American Association of State Highway Transportation Officials' (AASHTO) "Policy on Geometric Design of Highways and Streets," and the FHWA Manual on Uniform Traffic Control Devices (MUTCD). All work performed shall be in accordance with the **Department's** Standard Specifications for Road and Bridge Construction, edition of 2012, and as provided in Subsection 105.01 of said Specifications. All materials furnished shall be in accordance with Subsection 106 of said Specifications to include all **Department** List of Approved Materials. These standards, specifications, and criteria are incorporated in this Agreement by this reference.
12. The **LPA** agrees to use only licensed contractors and subcontractors who are pre-qualified to do work for the **Department** for any necessary construction services. The **LPA** shall be responsible for all **Project** construction activities, which may be completed either by the **LPA's** staff or through the advertisement, opening of bids, selection, and contracting for contractor services in accordance with the Model Procurement Code provisions of KRS 45A and KRS 424. Specific requirements defined within KRS 45A require that the award be made to the lowest responsive bidder meeting the criteria of responsibility established by the

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**Department.** The contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded. The contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. The **LPA** must receive **Department** approval for all change orders and shall have approval of the appropriate governing authority, but shall not increase the funding obligated to the **LPA** as a result of this Agreement.

13. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this contract, the **LPA** agrees as follows:

- a. The **LPA** will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The **LPA** further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The **LPA** agrees to provide, upon request, needed reasonable accommodations. The **LPA** will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The **LPA** agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The **LPA** will, in all solicitations or advertisements for employees placed by or on behalf of the **LPA**; state that all qualified applicants will receive consideration for employment

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without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

- c. The LPA will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the LPA's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The LPA will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- d. The LPA will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The LPA will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the LPA's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the LPA may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.
- g. The LPA will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each sub-contractor or vendor. The LPA will take such action with respect to any

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subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance.

14. The **LPA** shall be responsible for all aspects of administration, measuring, testing, and inspections to ensure the materials and work meets the **Department's** specifications of the construction contract. This includes providing daily, on-site inspection of the contractor's work activities and processing all of the paper work associated with the construction contract, including any change orders. The **Department** shall have access to the **Project** area and may conduct field reviews of the **Project** at any time. These field reviews are intended to verify status of the **Project**, performance of the contractor, adequacy of the **LPA** oversight, conformance with all laws, regulations, and policies and provide assistance to the **LPA** as may be necessary.
15. The **LPA** may submit to the **Department's** District 9 Office in Flemingsburg current billings reflecting the actual cost of work incurred during any given work period, which will be paid within a reasonable time after receipt by the **Department**; however, in no event is the **LPA** to submit billings for work performed for less than a thirty (30) day period. All charges to the **Project** shall be supported by properly executed invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charge. The **Department** may require additional documentation at their discretion.
16. The **LPA** is responsible for ensuring that all **Project** construction activities have been completed and are responsible for providing all of the necessary paperwork as required by the construction contract. The **LPA** will conduct a field inspection to verify completion of the work in conformance with the Agreement. This documentation must be provided to the **Department's** District 9 Chief District Engineer in Flemingsburg prior to final payment of the **Project**. When both the **LPA** and the **Department** accept the field work as complete, the **LPA's** project manager shall certify the **Project** was constructed in accordance with the plans and specifications and that all funding authorized on this **Project** has been used to reimburse

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for materials, equipment, or labor as intended and at the location agreed herein by both parties. Upon receipt of the **Department's** Final Acceptance Report, the **LPA** will issue the final payment to the contractor with an official Release of Contractor form for signature. Within 30 days, the **LPA** shall provide the **Department** with a copy of the official Release of Contractor form, as well as proof of payment, which includes cancelled checks.

17. This Agreement and the maintenance responsibilities herein shall survive in perpetuity the cancellation or termination of all or any portion of the **Project**, and shall survive the completion of and acceptance of the **Project**. To protect the public interest and maintain the original intent, the **LPA** agrees to maintain in an acceptable condition all facilities improved by the **Project** to the condition existing at the time of the Final Acceptance Report in perpetuity. In the event that the **Project** improvements are not maintained as a public facility, the **LPA** shall reimburse the **Department** for all costs incurred and for all funding expended pursuant to the **Project**, including any applicable interest.
18. The **LPA** shall maintain for a period of three (3) years all records of materials, equipment, and labor costs involved in the performance of work of said **Project**. In order to obtain reimbursement from the **Department** for constructing said **Project**, the **LPA** shall submit to the **Department's** District 9 Office in Flemingsburg documented invoices of materials, equipment, and labor used on the **Project**, including certification that the work was accomplished on a publicly maintained facility.
19. No member, officer, or employee of the **Department** or the **LPA** during his tenure or for one (1) year thereafter shall have any financial interest, direct or indirect, in this Agreement or the proceeds thereof as identified in KRS 45A.340. The **Department** and the **LPA** shall comply with the requirements of the Executive Branch Code of Ethics KRS Chapter 11A. The **LPA** warrants that no person, elected official, selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. No member, officer, or employee

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of the **Department** or **LPA** shall collude or lobby on behalf of this **Project** without penalty, including but not limited to suspension or debarment.

20. To the extent permitted by law, the **LPA** shall indemnify and hold harmless the **Department** and all of its officers, agents, and employees from all suits, actions, or claims of any character arising from any injuries, payments or damages received or claimed by any person, persons, or property resulting from implementation of any phase of the **Project** or occurring on or near the **Project** site.
21. Either party may cancel the contract at any time for cause or may cancel without cause on 30 days written notice.
  - a. The **Department** reserves the right to cancel all reimbursements under this Agreement at any time deemed to be in the best interest of the **Department** by giving thirty (30) days written notice of such cancellation to the **LPA**. If reimbursement under this Agreement is canceled under this section by reason other than violation of this Agreement or any applicable law by the **LPA**, its agents, employees and contractors, the **Department** shall reimburse the **LPA** according to the terms hereof for all expenses incurred under this Agreement to the date of such cancellation of reimbursement.
  - b. The **LPA** may seek to cancel its obligations under this Agreement at any time deemed to be in the best interest of the **LPA** by giving thirty (30) days written notice of such request to the **Department**. If the **Department** agrees to allow the **LPA** to cancel the **Project** or cancel its obligations under this Agreement, the **LPA** shall reimburse the **Department** for all funding reimbursements made under this Agreement.
  - c. Any dispute concerning a question of fact in connection with the work not disposed of by Agreement between the **LPA** and the **Department** shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final. Any proposed change or extension to this Agreement shall be at the mutual consent of the **LPA** and the **Department** and be evidenced in writing.

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22. The Kentucky General Assembly may allow for a reduction in a contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the contract will be reduced by the amount specified in that document.
23. The **Department** certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The **LPA** hereby acknowledges it is responsible to inform any entity it intends to hire or use as a contractor, as defined in KRS 45A.030(9), that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.
24. KRS 45A.485 requires the **LPA** to certify that all contractors shall reveal to the **Department**, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

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

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

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

**BOYD COUNTY**



Eric Chaney  
Judge/Executive

DATE: 5/10/2022

**COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET**

Jim Gray  
Secretary

DATE: \_\_\_\_\_

**APPROVED AS TO FORM & LEGALITY**

DocuSigned by:  
  
68A9A3E2A82646E

Todd Shipp  
Office of Legal Services

12/3/2021

DATE: \_\_\_\_\_

**Vote as Follows:**      **Eric Chaney**      **Yes**  
                            **Keith Watts**      **Yes**  
                            **Larry Brown**      **Yes**  
                            **Randy Stapleton**      **Yes**

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**Road Aid Agreement**

Motion was made by Keith Watts and Seconded by Randy Stapleton to approve Resolution 2022-06, adopting, and approving the execution of a Rural Secondary Program Agreement between the Fiscal Court and the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid, and accepting all roads and streets referred to therein as being a part of the County Road System.

**Resolution begins on following page**

**R E S O L U T I O N**  
2022-07

**Fiscal Court of BOYD County**

Resolution adopting and approving the execution of a County Road Aid Coop Program Contract between the Fiscal Court and the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid, for the fiscal year beginning July 1, 2022, as provided in the Kentucky Revised Statutes and accepting all roads and streets referred to therein as being a part of the County Road System.

**Be it resolved by the Fiscal Court that:**

The Fiscal Court does hereby accept all roads and streets referred to in said contract as being a part of the County Road System; and

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

The County Judge/Executive of the county is hereby authorized and directed to sign said Contract as set forth on behalf of the Fiscal Court of BOYD County, and the County

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

AYES

KEITH WATTS \_\_\_\_\_  
LARRY BROWN \_\_\_\_\_  
RANDY STAPLETON \_\_\_\_\_  
ERIC CHANEY \_\_\_\_\_  
\_\_\_\_\_

NAYS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMMONWEALTH OF KENTUCKY :BOYD COUNTY

I, KEVIN JOHNSTON, County Clerk of  
BOYD County certify that the foregoing is a true copy of the  
Order above. Given under my hand and seal of office this the  
10TH day of MAY, 2022.

SIGNED

  
CLERK OF BOYD COUNTY

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

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

**WITNESSETH:**

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

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

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

1. The **Department** shall be responsible for providing Rural Secondary funding in an amount not to exceed \$105,826 for the reimbursement of the abovementioned **Project**.
2. If the **Project** is performed by Contract, the **County** shall employ only contractors prequalified by the Kentucky Transportation Cabinet for the work items included in the **Project** and shall comply with all legal bidding requirements including, but not limited to, the provisions of KRS 45A and 424. Concurrence must be obtained by the **County** through the District 9 Chief District Engineer in Flemingsburg, KY, prior to the awarding of any contract for work or materials to be used on this **Project**.

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3. The County shall cause the Project to be constructed to a level which meets applicable county road and bridge standards (all bridges will be required to meet or exceed an H-20 loading); *approval from Bridge Preservation Branch of Division of Maintenance MUST BE OBTAINED before ANY additional load is added to any inventoried structure.* Furthermore, all materials paid for by the Department used on, or incorporated into, the Project shall meet the requirements specified in the Highway Department's Specifications for Road and Bridge Construction, current edition of State Specifications guidelines. The County will obtain any required permits or approval of plans for work to be accomplished on state-owned right-of-way from the Cabinet's District 9 Office in Flemingsburg, KY. The County hereby agrees to put forth a reasonable effort to do maintenance on roads listed herein prior to bituminous surface being applied. Maintenance being defined but not limited to proper ditching, cleaning or replacement of clogged or deficient drain tiles, proper shouldering, surface preparation, and any other obvious maintenance the road may need. In accordance with, Kentucky Revised Statutes (KRS) §179.380 and 603 Kentucky Administrative Regulation (KAR) §1:020, **The County further agrees that placement of a culvert or road tile shall be required for any new entrance constructed that effects the drainage area surrounding any of the roads listed in the agreement.** The manner as to the implementation of this requirement shall be at the discretion of the County as permitted by State or Federal law. The minimum thickness of any bituminous surface applied shall be one inch.
4. The County shall indemnify and hold harmless the Department and all of its officers, agents, and employees from all suits, actions, or claims of any character because of any injuries or damages received by any person, persons, or property resulting from construction of the Project.
5. The Department shall reimburse the County up to \$105,826 for completion of work by the County under the obligations of this agreement, which shall represent the total obligation of the Department.
6. The County agrees to be responsible for all cost above \$105,826 however, the County shall not be required to expend any more than \$105,826.
7. The effective date of this Agreement is the date of signature by the Secretary of the Transportation Cabinet. The Term of Eligible Reimbursement under this Agreement shall be three (3) years from the date of its

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execution unless extended or amended by written Agreement in accordance with the provisions of KRS 45A. Any and all funding obligated for any phase of this Project shall be available to reimburse the County for eligible work activities completed and costs incurred prior to expiration.

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

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**KENTUCKY FINANCE AND ADMINISTRATION CABINET**  
**MOA/PSC Exception Standard Terms and Conditions**  
**April 2019**

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

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

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

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

**1.00 Effective Date:**

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

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

**2.00 Renewals:**

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

Upon expiration of the initial term, the contract may be renewed in accordance with the terms and conditions in the original solicitation. Renewal shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet or his authorized designee and the LRC Government Contract Review Committee in accordance with KRS 45A.695 and KRS 45A.705, and contingent upon available funding.

**3.00 LRC Policies:**

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

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

**4.00 Choice of Law and Forum:**

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

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

**5.00 EEO Requirements**

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

**6.00 Cancellation:**

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

**7.00 Funding Out Provision:**

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

**8.00 Reduction in Contract Worker Hours:**

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

**9.00 Authorized to do Business in Kentucky:**

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

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

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

**Registration with the Secretary of State by a Foreign Entity:**

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

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

Businesses can register with the Secretary of State at <https://secure.kentucky.gov/sos/ftbr/welcome.aspx>.

**10.00 Invoices for fees:**

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

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government. The invoice must conform to the method described in Section V of this contract.

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Pursuant to KRS 45A.695, no payment shall be made on any personal service contract unless the individual, firm, partnership, or corporation awarded the personal service contract submits its invoice for payment on a form established by the committee.

\*Invoice form is available on the Legislative Research Commission, Government Contract Review Committee website: <http://www.lrc.ky.gov/Statcomm/Contracts/homepage.htm>

**11.00 Travel expenses, if authorized:**

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

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. Either original or certified copies of receipts must be submitted for airline tickets, hotel bills, restaurant charges, rental car charges, and any other miscellaneous expenses.

**12.00 Other expenses, if authorized herein:**

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

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

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

**13.00 Purchasing and specifications:**

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

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

**14.00 Conflict-of-interest laws and principles:**

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

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

**15.00 Campaign finance:**

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

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

**16.00 Access to Records:**

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

**17.00 Social security: (check one)**

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

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

The parties are cognizant that the state is liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

**18.00 Violation of tax and employment laws:**

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

To comply with the provisions of KRS 45A.485, the Contractor and all subcontractors performing work under the contract shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the Contractor and all subcontractors performing work under the contract shall be in continuous compliance with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final determination, as described above, or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and their disqualification from eligibility for future state contracts for a period of two (2) years.

Contractor must check one:

The Contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

The Contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). Attached is a list of such determination(s), which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.

**19.00 Discrimination:**

This section applies only to contracts disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding a notice advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

BOYD COUNTY  
BIT. RESURFACING  
VARIOUS COUNTY ROADS  
\$105,826 - CB06 FLEX FUNDS

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

BOYD COUNTY  
BIT. RESURFACING  
VARIOUS COUNTY ROADS  
\$105,826 – CB06 FLEX FUNDS

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

BOYD COUNTY FISCAL COURT

By:   
COUNTY JUDGE/EXECUTIVE

Date: 5/10/2022

TRANSPORTATION CABINET USE:

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
OFFICE OF LEGAL SERVICES

Date: \_\_\_\_\_

TRANSPORTATION CABINET  
DEPARTMENT OF RURAL AND MUNICIPAL AID

By: \_\_\_\_\_  
DEPARTMENT COMMISSIONER

Date: \_\_\_\_\_

COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET

By: \_\_\_\_\_  
CABINET SECRETARY

Date: \_\_\_\_\_

**AUTHORIZATION LOCATION**

ITEM NUMBER	COUNTY	DIST	FACILITY NAME	ROUTE	LENGTH	SCOPE
1	Boyd	9	EDGEWOOD DRIVE	CR 1336 A	0.000 - 0.312 (0.312 MI)	FROM HICKORY HILLS DRIVE EXTENDING NORTH TO THE END OF COUNTY MAINTENANCE
1	Boyd	9	FOURTH STREET	CR 1044 A9	0.000 - 0.188 (0.188 MI)	FROM CHEEK AVENUE EXTENDING WESTERLY TO PIQUA STREET
1	Boyd	9	MIDDLETOWN AVENUE	CR 1044 K	0.000 - 0.406 (0.406 MI)	FROM HOODS CREEK ROAD EXTENDING SOUTHEASTERLY TO BUTLER STREET
1	Boyd	9	PIQUA STREET	CR 1044 B3	0.000 - 0.312 (0.312 MI)	FROM NORTH FOURTH STREET EXTENDING SOUTH TO TANNER DRIVE

**Vote as Follows:**      **Eric Chaney**      **Yes**  
**Keith Watts**      **Yes**  
**Larry Brown**      **Yes**  
**Randy Stapleton**      **Yes**

---

**Resolution 2022-07**

Motion was made by Keith Watts and seconded by Randy Stapleton to approve Resolution 2022-07, adopting and approving the execution of a County Road Aid Coop Program Contract between the Fiscal Court and the commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid, for the fiscal year beginning July 1, 2022, as provided in the Kentucky Revised Statutes and accepting all roads and streets referred to therin as being part of the County Road System.

**Resolution begins on following page**

Clerk of BOYD County is hereby authorized and directed to certify thereto.

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

Keith Watts \_\_\_\_\_  
Larry Brown \_\_\_\_\_  
Randy Stapleton \_\_\_\_\_  
Eric Chaney \_\_\_\_\_

**COMMONWEALTH OF KENTUCKY BOYD COUNTY**

I, Kevin Johnston, Clerk of  
BOYD County certify that the foregoing is a true copy of the Order  
above. Given under my hand and seal of office this the 10 of May  
2022.

SIGNED Kevin Johnson

COUNTY ROAD AID COOPERATIVE  
PROGRAM AGREEMENT

THIS AGREEMENT, entered into as of the date of the signature below of the Secretary of the Transportation Cabinet, is made by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid ("the Department"), and the Fiscal Court of **BOYD** County, Kentucky (the "County").

WHEREAS, Kentucky Revised Statutes (KRS) § 177.320(2) provides that 18.3% of revenue resulting from the imposition of motor fuel taxes on taxpayers pursuant to KRS § 138.220(1)(2), KRS § 138.660(1)(2), and KRS § 234.320 shall be set aside for the construction, reconstruction, and maintenance of county roads and bridges provided by KRS 179.410 and 179.415, ("County Road Aid Funds"), and

WHEREAS, the County has accepted an invitation from the Department to allow it to participate in a cooperative program to aid the County in the construction, reconstruction, and maintenance of certain roads and bridges using its share of the County Road Aid Funds apportioned to it by the Department as provided below (the "Cooperative Program"), and

NOW THEREFORE, in consideration of the terms and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Department and the County agree as follows:

1. Apportionment of County Road Aid Funds. The County's apportionment of County Road Aid Funds shall be based on revenue estimates supplied by the Office of State Budget Director. For the Fiscal Year beginning July 1, 2022, this amount is **\$775,149.15** (the "Apportionment"). The above referenced estimate is based on the most recent available date and is subject to change according to available revenue. The Apportionment shall be distributed by the

Department to the County in accordance with the terms of this Agreement.

2. Assignment of the Apportionment. The County hereby assigns all of its right, title and interest in and to the Apportionment to the Transportation Cabinet's Division of Accounts for Fiscal Year 2023.

3. Distribution of County Road Aid Funds. The County and the Department agree that the Apportionment shall be distributed by the Department to the County as follows:

a. First Distribution. The Department shall initially distribute to the County sixty percent (60%) of the Apportionment, less three percent (3%) of the Apportionment set aside for the emergency fund below. This initial amount is **\$451,137.00**

b. Second Distribution. The Department shall distribute up to and including an additional thirty percent (30%) of the Apportionment to the County, less three percent (3%) of the Apportionment set aside for the emergency fund below. The amount of the second distribution will depend on how actual revenues compare to revenue estimates.

c. Final Distribution. The Department shall allocate and distribute the remaining balance of the Apportionment, less three percent (3%) set aside for the emergency fund below. The Final Distribution shall be based on actual revenues tabulated after the end of the fiscal year (June 30).

4. Emergency Funds. The County agrees that three percent (3%) of the Apportionment shall be withheld by the Department in an emergency fund (the "Emergency Fund"). The Emergency Fund shall include three percent (3%) of the total apportionments of all participants in the Cooperative Program, plus any remaining balances from previous fiscal years. The Department, upon written application from a duly authorized representative of the County, may disburse up to fifty percent (50%) of the approved funds to the County for the purpose of it using

said funds for emergency roadway and bridge projects designated by the County. Following the completion of the project, after final cost documentation has been submitted and processed, the Department will then distribute the determined remaining amount. If the actual cost of an emergency project is less than the amount of emergency funds disbursed by the Department, then the County shall reimburse the difference to the Department.

5. Disbursement of Funds. Upon execution of this Agreement, the Department will disburse the foregoing allocated funds directly to the County to pay for materials, labor and equipment necessary for the County to accomplish construction, reconstruction, and maintenance on county roads designated by the County. This assistance is extended insofar as funds are available from the Apportionment. The County shall be responsible for all costs associated with the construction, reconstruction and maintenance of roadways and bridges in excess of the amount of the Apportionment allocated and disbursed by the Department to the County. The Department may assist the County in fulfilling its needs by disbursing funds to the County for materials and work performed by contract, for materials obtained by contract and for the rental or purchase of road maintenance and construction equipment. Any rental rates shall be based on current edition of the "Blue Book for Rental of Equipment" or the Department's official rental rates. The Department may also disburse funds to the County for the hourly rate for personnel who perform the work. This rate may include employee fringe benefits such as leave overlay, retirement, social security, insurance, etc.

6. Use of County Road Aid Funds. The County agrees and certifies that the Apportionment will be expended by the County solely for the purpose of construction, reconstruction, and maintenance of county roads as defined in KRS § 178.010(1)(b).

7. Rights of Way. The County, if required under applicable law, will acquire any

rights-of-way contemplated under this Agreement and assumes responsibility for any claims for damages arising from such acquisitions.

8. Indemnification. The County shall fully indemnify, hold harmless and defend the Department from and against all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of, relate to or result from (a) any breach of any representation or warranty of the County contained in this Agreement, (b) any breach of any covenant or other obligation or duty of the County under this Agreement or under applicable law, in each case whether or not caused by the negligence of the Department and whether or not the relevant claim has merit.

9. Reimbursement of Losses. The County will reimburse the Department for losses it may sustain arising out of performance of this Agreement. Such loss as sustained by the Department may be charged to the Apportionment in this or future fiscal years.

10. Termination of Agreement. The Department reserves the right to cancel this Agreement at any time deemed to be in the best interest of the Department by giving thirty (30) days written notice of such cancellation to the County. If this Agreement is canceled under this provision, then the County will receive any unpaid portion of the Apportionment from the Department for Local Government.

11. Access to Records. The County acknowledges and agrees that pursuant to KRS § 179.415(3) it shall retain all records of the expenditures of the Apportionment for a period of five (5) years and said records, including any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement [records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent and shall

be exempt from disclosure as provided in KRS 61.878(1)(c)], shall be subject to audit by the Department for Local Government or its duly authorized agent and made accessible by the County to the Department for Local Government or its duly authorized agent for said period of time in order to determine the proper expenditure of said money for the purposes required by KRS § 177.320(2). The County also recognizes that any books, documents, papers, records, or other evidence received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS § 61.870 to KRS § 61.884.

12. Authorization. The Fiscal Court of the County shall pass a resolution adopting and approving the terms of this Agreement in the form of the resolution attached to this Agreement and made a part hereof. The County Judge/Executive of the County, and the Commissioner of the Department, or their authorized representatives, insofar as their actions are in accord with the laws of the Commonwealth of Kentucky, shall act for their respective parties on all matters arising under this Agreement.

13. Choice of Law and Venue. All questions as to the execution, validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the dates listed below.

**BOYD COUNTY FISCAL COURT**

BY:   
County Judge/Executive

Date: 5/10/22

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(For Kentucky Transportation Cabinet use only)

DEPARTMENT OF RURAL AND MUNICIPAL AID  
OFFICE OF RURAL & SECONDARY ROADS

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

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

BY: \_\_\_\_\_  
Office of Legal Services

Date: \_\_\_\_\_

COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET

BY: \_\_\_\_\_  
Secretary of the Transportation Cabinet

Date: \_\_\_\_\_

**RURAL SECONDARY RECOMMENDATIONS  
FISCAL YEAR 2022-2023**

County :	<b>Boyd</b>
22-23 Tentative Allocation :	<b>\$770,142.00</b>
21-22 Undistributed + Free Balance :	<b>\$84,295.00</b>
22-23 Tentative Maint. & Traffic :	<b>\$423,600.00</b>
<b>County Judge Expenses :</b>	<b>\$3,875.00</b>
Total Amount Left for Projects :	<b>\$426,962.00</b>
<b>County Flex Funds</b>	<b>\$115,521.00</b>
<b>KYTC Funds for RS Projects</b>	<b>\$311,440.00</b>

**RECOMMENDATIONS FOR IMPROVEMENTS  
TRANSPORTATION CABINET**

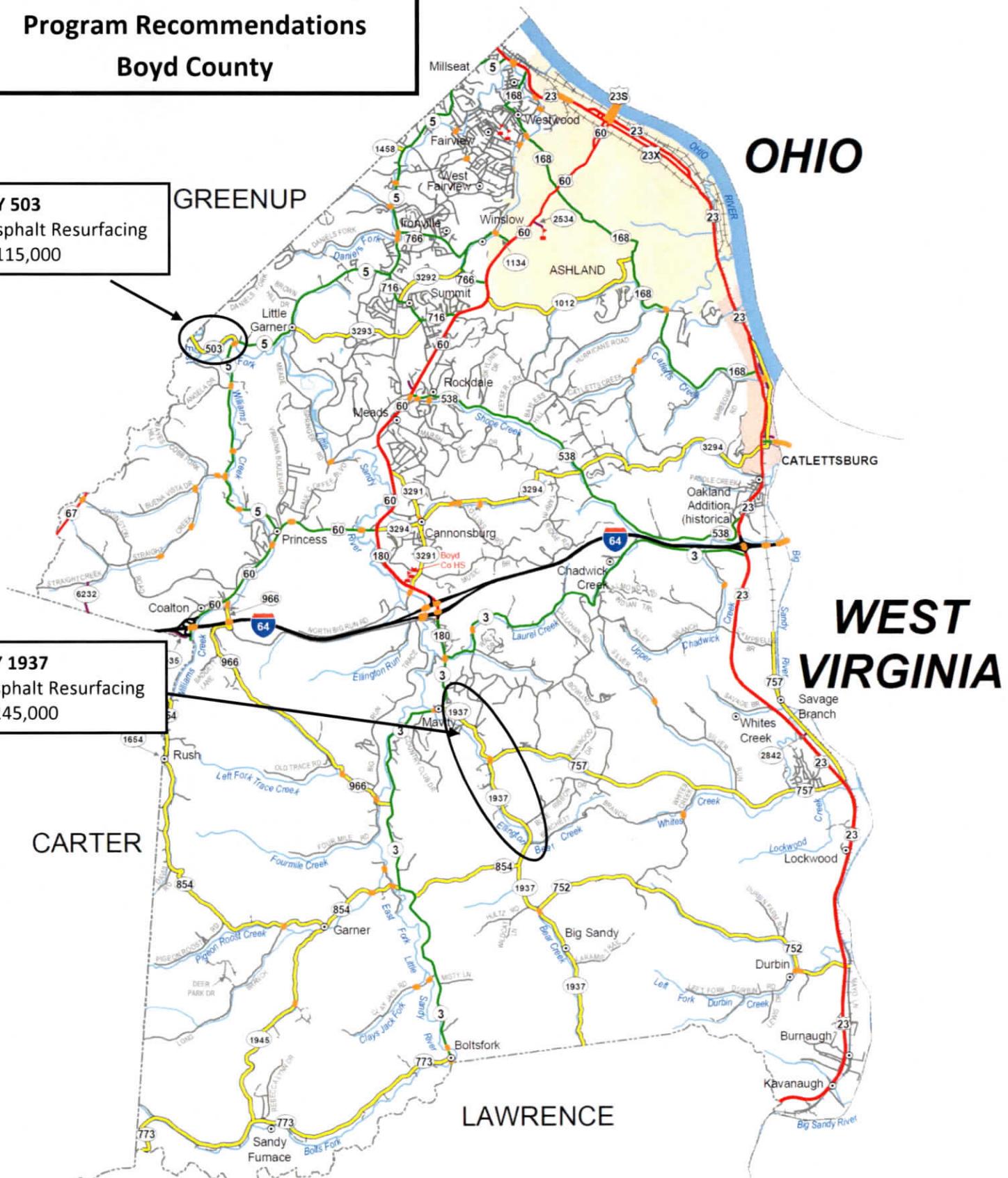
ROUTE NO.	<b>KY 1937</b>	ROAD NAME	<b>Bear Creek Rd.</b>
RECOMMENDED IMPROVEMENT	<b>ASPHALT RESURFACING</b>		
BEGINNING TERMINI	<b>Blue Ribbon Dr. (MP 4.104)</b>		
ENDING TERMINI	<b>KY 3 (MP: 6.726)</b>		
	COST	<b>\$245,000.00</b>	
ROUTE NO.	<b>KY 503</b>	ROAD NAME	<b>Naples Rd.</b>
RECOMMENDED IMPROVEMENT	<b>ASPHALT RESURFACING</b>		
BEGINNING TERMINI	<b>KY 5 (MP: 0.00)</b>		
ENDING TERMINI	<b>BOYD/GREENUP COUNTY LINE (MP: 0.989)</b>		
	COST	<b>\$115,000.00</b>	
ROUTE NO.		ROAD NAME	
RECOMMENDED IMPROVEMENT			
BEGINNING TERMINI			
ENDING TERMINI			
	COST		
ROUTE NO.		ROAD NAME	
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ROUTE NO.		ROAD NAME	
RECOMMENDED IMPROVEMENT			
BEGINNING TERMINI			
ENDING TERMINI			
	COST		

# 2022-2023 Rural Secondary Program Recommendations

## Boyd County

**KY 503**  
Asphalt Resurfacing  
\$115,000

**KY 1937**  
Asphalt Resurfacing  
\$245,000



**Vote as Follows:**    Eric Chaney    Yes  
                          Keith Watts    Yes  
                          Larry Brown    Yes  
                          Randy Stapleton    Yes

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#### **Cannonsburg Water Deed**

Motion was made by Larry Brown and seconded by Keith Watts to approve authority for Judge Chaney to execute documents relating to the deed for the Cannonsburg Water Building.

**Vote as Follows:**    Eric Chaney    Yes  
                          Keith Watts    Yes  
                          Larry Brown    Yes  
                          Randy Stapleton    Yes

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#### **FEMA Public Assistance Program - Marsh Hill**

Motion was made by Keith Watts and seconded by Randy Stapleton to approve Designation of Kelly Ward as Applicant's Agent on behalf of the Boyd County Fiscal Court for purpose of obtaining Federal Financial Assistance under the Disaster Relief Act.

**Vote as Follows:**    Eric Chaney    Yes  
                          Keith Watts    Yes  
                          Larry Brown    Yes  
                          Randy Stapleton    Yes

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#### **FEMA Public Assistance Program - Heritage Heights**

Motion was made by Keith Watts and seconded by Randy Stapleton to approve Designation of Kelly Ward as Applicant's Agent on behalf of the Boyd County Fiscal Court for purpose of obtaining Federal Financial Assistance under the Disaster Relief Act.

**Vote as Follows:**    Eric Chaney    Yes  
                          Keith Watts    Yes  
                          Larry Brown    Yes  
                          Randy Stapleton    Yes

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Meeting for Second Reading of Ordinance

Motion was made by Keith Watts and seconded by Randy Stapleton to approve an additional meeting in May for the purpose of the second reading of the Lease of County owned property located at the former KYOVA Mall.

**Vote as Follows:**    Eric Chaney    Yes  
                          Keith Watts    Yes  
                          Larry Brown    Yes  
                          Randy Stapleton    Yes

---

Motion was made by Keith Watts and Seconded by Larry Brown to have this meeting stand adjourned.

**Vote as Follows:**    Eric Chaney    Yes  
                          Keith Watts    Yes  
                          Larry Brown    Yes  
                          Randy Stapleton    Yes

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Eric Chaney, County Judge Executive