

This was a Regular Meeting of the Boyd County Fiscal Court held on April 11, 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

Approval of Minutes

Motion was made by Keith Watts and Seconded by Randy Stapleton to approve the minutes from the March 7, and March 22, 2022 meetings.

Approval of Bills

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

List of Bills Starts on Following Page

Boyd County Fiscal Court

4/8/2022

Total Disbursements

03/08/2022 to 04/11/2022

01-0000-0000 to 98-8099-5860

ABC FUND

81-5050-4450	MATERIALS & SUPPLIES	\$40.00
03/09/2022	105 KY ABC ADMINISTRATORS ASSOC	40.00
81-5050-5670	REFUNDS	\$200.00
04/06/2022	106 MCBRAYER,PLLC	200.00
	ABC FUND Total:	240.00

ECONOMIC DEVELOPMI

06-5075-1750	JANITORIAL SERVICES	\$1,000.00
03/17/2022	6168 BCFC PAYROLL	500.00
03/30/2022	6170 BCFC PAYROLL	500.00
06-5075-5780	UTILITIES	\$4,586.59
03/09/2022	6163 HARTS SANITATION, INC	112.50
03/09/2022	6164 SANITATION DISTRICT #4	51.33
03/09/2022	6165 CANNONSBURG WATER DISTRICT	206.44
03/09/2022	6166 ARMSTRONG	227.15
03/15/2022	6167 ARMSTRONG	750.00
03/17/2022	6169 STATE INDUSTRIAL PRODUCTS	226.60
04/01/2022	6171 HARTS SANITATION, INC	117.60
04/01/2022	6172 COLUMBIA GAS OF KY	1,475.02
04/01/2022	6173 ARMSTRONG	227.15
04/01/2022	6174 KENTUCKY POWER COMPANY	1,192.80
	ECONOMIC DEVELOPMENT Total:	5,586.59

FEMA

75-5025-0000	FEMA	\$0.00
03/09/2022	113 VOID	0.00
	FEMA Total:	0.00

GENERAL

01-0000-0000	TRANSFERS	\$100,000.00
03/10/2022	54737 BCFC JAIL FUND	100,000.00
01-5001-1010	COUNTY JUDGE EXEC	\$9,177.68
03/17/2022	54752 BCFC PAYROLL	4,588.84
03/30/2022	54789 BCFC PAYROLL	4,588.84
01-5001-1060	OFFICE STAFF	\$1,093.86
03/17/2022	54752 BCFC PAYROLL	596.37
03/30/2022	54789 BCFC PAYROLL	497.49
01-5001-1070	FEMA DIRECTOR	\$5,769.24
03/17/2022	54752 BCFC PAYROLL	2,884.62
03/30/2022	54789 BCFC PAYROLL	2,884.62
01-5001-1650	ADMIN ASSISTANT	\$2,914.08
03/17/2022	54752 BCFC PAYROLL	1,457.04

03/30/2022	54789 BCFC PAYROLL	1,457.04
01-5001-1790	HR DIRECTOR	\$4,753.84
03/17/2022	54752 BCFC PAYROLL	2,376.92
03/30/2022	54789 BCFC PAYROLL	2,376.92
01-5001-4450	MATERIALS & SUPPLIES	\$318.90
03/22/2022	54776 BOYD COUNTY FISCAL COURT	318.90
01-5001-5690	REGISTRATIONS, TRAINING	\$451.43
03/22/2022	54776 BOYD COUNTY FISCAL COURT	451.43
01-5001-6990	LEASE VEHICLES	\$380.06
03/17/2022	54755 ENTERPRISE FM TRUST	380.06
01-5005-1010	COUNTY ATTORNEY SALARY	\$4,318.90
03/17/2022	54752 BCFC PAYROLL	2,159.45
03/30/2022	54789 BCFC PAYROLL	2,159.45
01-5005-1050	ASST CO ATTORNEY	\$872.76
03/17/2022	54752 BCFC PAYROLL	436.38
03/30/2022	54789 BCFC PAYROLL	436.38
01-5005-1050-002	ASST CO ATTORNEY	\$3,513.94
03/17/2022	54752 BCFC PAYROLL	1,756.97
03/30/2022	54789 BCFC PAYROLL	1,756.97
01-5005-1060	ASST CO ATTORNEY	\$1,514.16
03/17/2022	54752 BCFC PAYROLL	757.08
03/30/2022	54789 BCFC PAYROLL	757.08
01-5005-1410	PARAPROFESSIONAL	\$3,246.84
03/17/2022	54752 BCFC PAYROLL	1,623.42
03/30/2022	54789 BCFC PAYROLL	1,623.42
01-5005-1410-002	PARAPROFESSIONAL #2	\$3,543.98
03/17/2022	54752 BCFC PAYROLL	1,771.99
03/30/2022	54789 BCFC PAYROLL	1,771.99
01-5005-1410-003	PARAPROFESSIONAL #3	\$207.12
03/17/2022	54752 BCFC PAYROLL	103.56
03/30/2022	54789 BCFC PAYROLL	103.56
01-5005-1670	SECRETARY #3	\$3,072.32
03/17/2022	54752 BCFC PAYROLL	1,536.16
03/30/2022	54789 BCFC PAYROLL	1,536.16
01-5005-1670-001	COLLECTIONS SECRETARY	\$3,074.32
03/17/2022	54752 BCFC PAYROLL	1,537.16
03/30/2022	54789 BCFC PAYROLL	1,537.16
01-5005-1680	SECRETARY #4	\$4,135.74
03/17/2022	54752 BCFC PAYROLL	2,067.87
03/30/2022	54789 BCFC PAYROLL	2,067.87
01-5005-1690	SECRETARY #5	\$2,149.38
03/17/2022	54752 BCFC PAYROLL	1,074.69
03/30/2022	54789 BCFC PAYROLL	1,074.69
01-5010-1010	COUNTY CLERK SALARY	\$8,817.76
03/17/2022	54752 BCFC PAYROLL	4,408.88
03/30/2022	54789 BCFC PAYROLL	4,408.88
01-5010-1030	CLERK DEPUTIES SALARY	\$71,235.42
03/17/2022	54752 BCFC PAYROLL	22,636.63
03/17/2022	54752 BCFC PAYROLL	1,574.94
03/17/2022	54752 BCFC PAYROLL	8,067.34
03/17/2022	54752 BCFC PAYROLL	3,006.95
03/30/2022	54789 BCFC PAYROLL	22,856.64
03/30/2022	54789 BCFC PAYROLL	8,030.28
03/30/2022	54789 BCFC PAYROLL	3,006.95

03/30/2022	54789 BCFC PAYROLL	2,055.69
01-5010-3020	ADVERTISING	\$50.00
03/11/2022	54739 BC BASEBALL	50.00
01-5010-4450	OFFICE SUPPLIES	\$150.06
03/18/2022	54764 AT&T MOBILITY	49.93
03/22/2022	54776 BOYD COUNTY FISCAL COURT	100.13
01-5010-5760	TRAVEL	\$253.88
03/08/2022	54709 LISA FARRIS	152.24
04/06/2022	54820 ANITA SMITH	101.64
01-5010-5780	ASHLAND BRANCH UTILITIES	\$405.00
04/01/2022	54811 CHARTER COMMUNICATIONS	405.00
01-5010-5780-001	CANNONSBURG UTILITIES	\$938.17
03/09/2022	54733 ARMSTRONG	469.11
04/01/2022	54791 ARMSTRONG	469.06
01-5015-1010	SHERIFF SALARY	\$9,177.68
03/17/2022	54752 BCFC PAYROLL	4,588.84
03/30/2022	54789 BCFC PAYROLL	4,588.84
01-5015-1030	DEPUTY SALARIES	\$173,897.03
03/17/2022	54752 BCFC PAYROLL	33,126.09
03/17/2022	54752 BCFC PAYROLL	57,919.25
03/30/2022	54789 BCFC PAYROLL	31,201.56
03/30/2022	54789 BCFC PAYROLL	51,343.17
03/30/2022	54789 BCFC PAYROLL	306.96
01-5015-2120	TRAINING INCENTIVE	\$200.00
03/22/2022	54760 CODY BLAIR	200.00
01-5015-3400	VEHICLE MAINT. & REPAIR	\$495.80
03/18/2022	54761 VOID	0.00
03/22/2022	54776 BOYD COUNTY FISCAL COURT	495.80
01-5015-3990	CONTRACTED SERVICES	\$940.94
03/11/2022	54744 SANITATION DISTRICT #2 OF BOYD CO	400.00
03/22/2022	54776 BOYD COUNTY FISCAL COURT	140.94
04/02/2022	54818 SANITATION DISTRICT #2 OF BOYD CO	400.00
01-5015-4290	GASOLINE	\$646.80
03/18/2022	54763 BP BUSINESS SOLUTIONS	600.23
03/21/2022	54774 BOYD COUNTY SHERIFF/PETTY CASH	46.57
01-5015-4450	MATERIALS & SUPPLIES	\$2,526.97
03/17/2022	54759 INGRAM MICRO FLEX PYMT SOL	1,038.77
03/21/2022	54774 BOYD COUNTY SHERIFF/PETTY CASH	198.93
03/22/2022	54776 BOYD COUNTY FISCAL COURT	35.76
04/01/2022	54806 INGRAM MICRO FLEX PYMT SOL	1,038.77
04/01/2022	54808 WELLS FARGO FINANCIAL LEASING	214.74
01-5015-5510	MEMBERSHIPS	\$33.00
03/21/2022	54774 BOYD COUNTY SHERIFF/PETTY CASH	33.00
01-5015-5630	POSTAGE	\$26.18
03/21/2022	54774 BOYD COUNTY SHERIFF/PETTY CASH	26.18
01-5015-5730	PHONES/COMMUNICATION	\$226.67
03/10/2022	54738 VERIZON WIRELESS	226.67
01-5015-5770	TRAVEL	\$1,425.03
03/22/2022	54775 WILLIAM RUDIE	337.20
03/22/2022	54776 BOYD COUNTY FISCAL COURT	266.24
03/22/2022	54776 BOYD COUNTY FISCAL COURT	357.80
04/07/2022	54824 CHRIS CASTLE	160.00
04/07/2022	54824 CHRIS CASTLE	45.07
04/07/2022	54825 JIM HOLBROOK	258.72

01-5015-5780	UTILITIES	\$1,190.95
03/09/2022	54729 ARMSTRONG	117.33
03/28/2022	54785 ARMSTRONG	25.32
03/31/2022	54790 AT&T MOBILITY	945.73
04/01/2022	54809 ARMSTRONG	102.57
01-5015-6990	LEASE VEHICLES	\$25.04
03/17/2022	54755 ENTERPRISE FM TRUST	25.04
01-5020-1010	CORONER SALARY	\$3,353.84
03/17/2022	54752 BCFC PAYROLL	1,676.92
03/30/2022	54789 BCFC PAYROLL	1,676.92
01-5020-1031	DEP CORONER SALARY	\$4,038.46
03/17/2022	54752 BCFC PAYROLL	2,019.23
03/30/2022	54789 BCFC PAYROLL	2,019.23
01-5020-1650	SECRETARY	\$2,769.24
03/17/2022	54752 BCFC PAYROLL	1,384.62
03/30/2022	54789 BCFC PAYROLL	1,384.62
01-5020-3030	AMBULANCE TRANSPORT	\$2,410.00
03/17/2022	54752 BCFC PAYROLL	1,390.00
03/30/2022	54789 BCFC PAYROLL	1,020.00
01-5020-4460	CORONER EXPENSES	\$203.08
03/22/2022	54776 BOYD COUNTY FISCAL COURT	203.08
01-5020-5690	REGISTRATION & TRAINING	\$1,636.72
03/22/2022	54776 BOYD COUNTY FISCAL COURT	736.72
03/24/2022	54780 KENTUCKY CORONER'S ASSOCIATION	150.00
03/24/2022	54780 KENTUCKY CORONER'S ASSOCIATION	150.00
03/24/2022	54780 KENTUCKY CORONER'S ASSOCIATION	150.00
03/24/2022	54781 KENTUCKY CORONER'S ASSOCIATION	75.00
03/24/2022	54781 KENTUCKY CORONER'S ASSOCIATION	75.00
03/24/2022	54781 KENTUCKY CORONER'S ASSOCIATION	75.00
03/24/2022	54781 KENTUCKY CORONER'S ASSOCIATION	75.00
03/24/2022	54781 KENTUCKY CORONER'S ASSOCIATION	75.00
03/24/2022	54781 KENTUCKY CORONER'S ASSOCIATION	75.00
01-5020-5780	UTILITIES	\$363.99
03/09/2022	54717 SANITATION DISTRICT #4	48.72
03/09/2022	54718 HARTS SANITATION, INC	26.50
03/09/2022	54732 CANNONSBURG WATER DISTRICT	30.09
03/21/2022	54765 KENTUCKY POWER COMPANY	232.18
04/01/2022	54813 HARTS SANITATION, INC	26.50
01-5020-6990	ENTERPRISE	\$641.21
03/17/2022	54755 ENTERPRISE FM TRUST	641.21
01-5025-1010	COMMISSIONERS SALARY	\$9,371.53
03/17/2022	54752 BCFC PAYROLL	2,346.24
03/30/2022	54789 BCFC PAYROLL	7,025.29
01-5025-5690	REGISTRATIONS, TRAINING	\$1,155.01
03/11/2022	54740 RANDY STAPLETON	161.92
03/22/2022	54776 BOYD COUNTY FISCAL COURT	993.09
01-5030-3670	STATUTORY CONTRIBUTION	\$7,249.75
03/24/2022	54778 CHARLES T ADKINS JR	7,249.75
01-5040-1020	COUNTY TREASURER SALARY	\$4,674.62
03/17/2022	54752 BCFC PAYROLL	2,337.31
03/30/2022	54789 BCFC PAYROLL	2,337.31
01-5040-1040	FINANCE OFFICER	\$4,307.70
03/17/2022	54752 BCFC PAYROLL	2,153.85
03/30/2022	54789 BCFC PAYROLL	2,153.85
01-5040-1050	ACCOUNTS PAYABLE	\$3,307.70

03/17/2022	54752 BCFC PAYROLL	1,653.85
03/30/2022	54789 BCFC PAYROLL	1,653.85
01-5040-3070	PAYROLL TAX ADMINISTRATOR	\$4,318.06
03/17/2022	54752 BCFC PAYROLL	2,159.03
03/30/2022	54789 BCFC PAYROLL	2,159.03
01-5047-1850	PAYROLL TAX ADVISOR	\$1,846.16
03/17/2022	54752 BCFC PAYROLL	923.08
03/30/2022	54789 BCFC PAYROLL	923.08
01-5050-1020	ABC DIRECTOR	\$3,169.22
03/17/2022	54752 BCFC PAYROLL	1,584.61
03/30/2022	54789 BCFC PAYROLL	1,584.61
01-5057-3480	DATA PROCESSING (PAYROLL)	\$2,597.91
03/17/2022	54753 BCFC PAYROLL	2,003.97
03/17/2022	54753 BCFC PAYROLL	593.94
01-5060-1010	LAW LIBRARIAN SALARY	\$46.16
03/17/2022	54752 BCFC PAYROLL	23.08
03/30/2022	54789 BCFC PAYROLL	23.08
01-5065-1930	BOARD OF ELECTIONS	\$200.00
04/06/2022	54821 DEBBIE JONES	100.00
04/06/2022	54822 ELLEN KEATON	100.00
01-5065-5660	ELECTIONS EXPENSES	\$687.75
03/08/2022	54710 KCCA	100.00
03/11/2022	54742 AMANDA EVANS	154.61
03/11/2022	54743 SONYA O'BREIN	133.14
03/17/2022	54756 BOYD COUNTY CLERK	100.00
03/17/2022	54757 ELLEN KEATON	100.00
03/17/2022	54758 DEBBIE JONES CASTLE	100.00
01-5070-1060	FEMA COORDINATOR	\$5,100.48
03/17/2022	54752 BCFC PAYROLL	2,550.24
03/30/2022	54789 BCFC PAYROLL	2,550.24
01-5070-6030	FEMA PROJECTS	\$1,737.34
03/11/2022	54741 KENTUCKY FARMERS BANK	1,737.34
01-5075-1070	ECONOMIC DEV. ADMINISTRATOR	\$6,615.40
03/17/2022	54752 BCFC PAYROLL	1,923.08
03/17/2022	54752 BCFC PAYROLL	1,384.62
03/30/2022	54789 BCFC PAYROLL	1,923.08
03/30/2022	54789 BCFC PAYROLL	1,384.62
01-5080-1070	MAINTENANCE SUPERVISOR	\$2,962.02
03/17/2022	54752 BCFC PAYROLL	1,481.01
03/30/2022	54789 BCFC PAYROLL	1,481.01
01-5080-1070-001	MAINTENANCE SUPERVISOR	\$3,120.00
03/17/2022	54752 BCFC PAYROLL	1,560.00
03/30/2022	54789 BCFC PAYROLL	1,560.00
01-5080-1750	JANITORS SALARIES	\$4,975.51
03/17/2022	54752 BCFC PAYROLL	2,538.15
03/30/2022	54789 BCFC PAYROLL	2,437.36
01-5080-4110	MATERIALS & SUPPLIES	\$24.99
03/22/2022	54776 BOYD COUNTY FISCAL COURT	24.99
01-5080-5710	RENEWALS & REPAIRS	\$285.00
03/14/2022	54745 KY STATE TREAS/DIVISION OF BUILDII	285.00
01-5080-5780	UTILITIES	\$15,332.68
03/08/2022	54712 KENTUCKY POWER COMPANY	405.04
03/09/2022	54721 HARTS SANITATION, INC	165.00
03/14/2022	54747 BOYD COUNTY SHERIFF	95.60
03/14/2022	54748 BOYD COUNTY SHERIFF	76.79

03/15/2022	54749 RINGLEADER, INC	4,240.81
03/18/2022	54764 AT&T MOBILITY	797.76
03/21/2022	54770 WINDSTREAM	121.84
03/21/2022	54771 WINDSTREAM	78.30
03/21/2022	54772 WINDSTREAM	439.51
03/21/2022	54773 WINDSTREAM	141.53
03/28/2022	54786 WINDSTREAM	319.33
04/01/2022	54798 KENTUCKY POWER COMPANY	4,059.76
04/01/2022	54800 KENTUCKY POWER COMPANY	73.50
04/01/2022	54802 DEPT OF UTILITIES	1,624.31
04/01/2022	54805 COLUMBIA GAS OF KY	261.39
04/01/2022	54810 ARMSTRONG	1,862.12
04/01/2022	54816 HARTS SANITATION, INC	165.00
04/08/2022	54831 KENTUCKY POWER COMPANY	405.09
01-5081-1070	MAINTENANCE SUPERVISOR	\$3,398.88
03/17/2022	54752 BCFC PAYROLL	1,702.08
03/30/2022	54789 BCFC PAYROLL	1,696.80
01-5081-1750	JANITORS	\$11,247.72
03/17/2022	54752 BCFC PAYROLL	5,623.86
03/30/2022	54789 BCFC PAYROLL	5,623.86
01-5081-4110	MATERIALS & SUPPLIES	\$1,396.99
03/22/2022	54776 BOYD COUNTY FISCAL COURT	1,396.99
01-5081-5780	UTILITIES	\$9,966.14
03/09/2022	54720 HARTS SANITATION, INC	165.00
03/21/2022	54768 COLUMBIA GAS OF KY	1,663.10
04/01/2022	54799 KENTUCKY POWER COMPANY	7,352.77
04/01/2022	54804 DEPT OF UTILITIES	620.27
04/01/2022	54815 HARTS SANITATION, INC	165.00
01-5085-5780	UTILITIES P&P	\$1,263.47
03/09/2022	54724 DEPT OF UTILITIES	55.07
04/01/2022	54793 KENTUCKY POWER COMPANY	1,182.34
04/01/2022	54794 KENTUCKY POWER COMPANY	26.06
01-5085-5780-001	UTILITIES CS/DPA	\$593.58
03/09/2022	54725 DEPT OF UTILITIES	113.95
03/21/2022	54767 COLUMBIA GAS OF KY	382.49
03/21/2022	54769 COLUMBIA GAS OF KY	97.14
01-5086-5780	UTILITIES ANNEX	\$2,047.68
04/01/2022	54792 KENTUCKY POWER COMPANY	10.84
04/01/2022	54796 KENTUCKY POWER COMPANY	1,495.40
04/01/2022	54802 DEPT OF UTILITIES	541.44
01-5091-1290	COMPUTER PROGRAMMER	\$3,028.98
03/17/2022	54752 BCFC PAYROLL	1,514.49
03/30/2022	54789 BCFC PAYROLL	1,514.49
01-5091-5850	WARRANTY SUBSCRIPTIONS	\$11.58
03/22/2022	54776 BOYD COUNTY FISCAL COURT	11.58
01-5115-1150	CODE ENFORCEMENT	\$1,999.99
03/30/2022	54789 BCFC PAYROLL	461.52
03/30/2022	54789 BCFC PAYROLL	1,538.47
01-5115-3380	OFFICE EQUP MAINT & SUPPLIES	\$100.00
03/17/2022	54754 KY STORMWATER ASSOCIATION	100.00
01-5115-6990	NEW VEHICLES - CODE ENFORC	\$352.33
03/17/2022	54755 ENTERPRISE FM TRUST	352.33
01-5135-1030	EMS DIRECTOR	\$5,000.00
03/17/2022	54752 BCFC PAYROLL	2,500.00
03/30/2022	54789 BCFC PAYROLL	2,500.00

01-5135-1030-002	DEPUTY DIRECTOR IT	\$2,424.46
03/17/2022	54752 BCFC PAYROLL	1,212.23
03/30/2022	54789 BCFC PAYROLL	1,212.23
01-5135-1050	EMS DEPUTY	\$4,615.40
03/17/2022	54752 BCFC PAYROLL	2,307.70
03/30/2022	54789 BCFC PAYROLL	2,307.70
01-5135-4200	RESPONSE SUPPLIES & SERVICES	\$1,259.73
03/08/2022	54713 LINDA BEADLE	500.00
03/08/2022	54708 VOID	0.00
03/22/2022	54776 BOYD COUNTY FISCAL COURT	759.73
01-5135-5730	COMMUNICATION EQUIPMENT	\$235.37
03/14/2022	54746 AT&T MOBILITY	235.37
01-5135-5780	UTILITIES	\$350.98
03/21/2022	54766 CHARTER COMMUNICATIONS	249.98
03/22/2022	54776 BOYD COUNTY FISCAL COURT	101.00
01-5145-5070	RPSCC 911 CENTER	\$13,450.75
03/24/2022	54783 RPSCC	13,450.75
01-5205-1050	ASST DOG WARDENS	\$9,318.96
03/17/2022	54752 BCFC PAYROLL	4,592.11
03/30/2022	54789 BCFC PAYROLL	4,726.85
01-5205-1070	ANIMAL CONTROL SUPERVISOR	\$3,699.14
03/17/2022	54752 BCFC PAYROLL	1,782.72
03/30/2022	54789 BCFC PAYROLL	1,916.42
01-5205-1690	ANIMAL CONTROL AIDE-DIXON	\$2,968.55
03/17/2022	54752 BCFC PAYROLL	1,484.28
03/30/2022	54789 BCFC PAYROLL	1,484.27
01-5205-5730	TELEPHONE	\$151.56
03/18/2022	54764 AT&T MOBILITY	151.56
01-5205-5740	TRAINING	\$1,037.73
03/22/2022	54776 BOYD COUNTY FISCAL COURT	1,037.73
01-5205-5780	UTILITIES	\$1,386.44
03/09/2022	54719 HARTS SANITATION, INC	85.00
03/09/2022	54726 ARMSTRONG	84.95
03/15/2022	54750 KENTUCKY POWER COMPANY	33.47
03/15/2022	54750 KENTUCKY POWER COMPANY	950.72
04/01/2022	54803 DEPT OF UTILITIES	137.10
04/01/2022	54814 HARTS SANITATION, INC	95.20
01-5205-6990	LEASE VEHICLES	\$1,077.79
03/17/2022	54755 ENTERPRISE FM TRUST	373.13
03/17/2022	54755 ENTERPRISE FM TRUST	352.33
03/17/2022	54755 ENTERPRISE FM TRUST	352.33
01-5401-1070	SUPERVISOR	\$3,846.16
03/17/2022	54752 BCFC PAYROLL	1,923.08
03/30/2022	54789 BCFC PAYROLL	1,923.08
01-5401-1770	PARK MAINT. SALARIES	\$19,347.83
03/17/2022	54752 BCFC PAYROLL	9,733.97
03/30/2022	54789 BCFC PAYROLL	9,613.86
01-5401-5480	PARK IMPROVEMENTS	\$14,852.24
03/22/2022	54776 BOYD COUNTY FISCAL COURT	52.24
03/24/2022	54782 RICHARD BRYAN	14,800.00
01-5401-5780	UTILITIES	\$4,489.05
03/09/2022	54714 BIG SANDY WATER DISTRICT	19.93
03/09/2022	54714 BIG SANDY WATER DISTRICT	19.93
03/09/2022	54715 HARTS SANITATION, INC	92.50
03/09/2022	54715 HARTS SANITATION, INC	92.50

03/09/2022	54715	HARTS SANITATION, INC	92.50
03/09/2022	54716	SANITATION DISTRICT #4	58.72
03/09/2022	54716	SANITATION DISTRICT #4	58.72
03/09/2022	54716	SANITATION DISTRICT #4	58.72
03/09/2022	54716	SANITATION DISTRICT #4	30.72
03/09/2022	54722	KENTUCKY POWER COMPANY	1,218.92
03/09/2022	54723	KENTUCKY POWER COMPANY	288.47
03/09/2022	54727	HARTS SANITATION, INC	196.00
03/09/2022	54728	KENTUCKY POWER COMPANY	34.08
03/09/2022	54730	VOID	0.00
03/09/2022	54731	VOID	0.00
03/09/2022	54735	CANNONSBURG WATER DISTRICT	30.09
03/09/2022	54736	CANNONSBURG WATER DISTRICT	30.09
03/15/2022	54751	KENTUCKY POWER COMPANY	138.39
03/28/2022	54784	KENTUCKY POWER COMPANY	1,199.48
04/01/2022	54795	KENTUCKY POWER COMPANY	33.47
04/01/2022	54797	KENTUCKY POWER COMPANY	35.45
04/01/2022	54801	ARMSTRONG	104.95
04/01/2022	54807	DEPT OF UTILITIES	55.70
04/01/2022	54807	DEPT OF UTILITIES	29.98
04/01/2022	54807	DEPT OF UTILITIES	135.43
04/01/2022	54807	DEPT OF UTILITIES	29.98
04/01/2022	54812	HARTS SANITATION, INC	95.20
04/01/2022	54812	HARTS SANITATION, INC	95.20
04/01/2022	54812	HARTS SANITATION, INC	95.20
04/07/2022	54823	ARMSTRONG	84.95
04/08/2022	54830	KENTUCKY POWER COMPANY	33.78
01-5401-6990		LEASE VEHICLES	\$1,243.67
	03/17/2022	54755 ENTERPRISE FM TRUST	25.00
	03/17/2022	54755 ENTERPRISE FM TRUST	866.34
	03/17/2022	54755 ENTERPRISE FM TRUST	352.33
01-5420-9020		TOURIST ROOM TAX	\$50,625.79
	04/06/2022	54819 BOYD COUNTY TOURISM AND CONVEI	17,598.70
	04/07/2022	54827 ASHLAND AREA TOURISM	4,500.00
	04/07/2022	54828 BC CONVENTION AND ARTS CENTER	5,866.23
	04/07/2022	54829 KFB WEALTH MANAGEMENT	19,660.86
	04/07/2022	54829 KFB WEALTH MANAGEMENT	3,000.00
01-5425-0000		COMMUNITY EVENTS	\$500.00
	03/18/2022	54762 BRAVO LIVE DJ	500.00
01-7500-6990		BORROWED MONEY	\$1,158.15
	03/30/2022	54788 MAGNOLIA BANK	1,158.15
01-9100-9070		CONTRIBUTIONS	\$5,000.00
	03/24/2022	54779 CATLETTSBURG ELEMENTARY SCHOO	5,000.00
01-9400-2010		SOCIAL SECURITY	\$16,225.32
	03/30/2022	54789 BCFC PAYROLL	58.78
	03/30/2022	54789 BCFC PAYROLL	16,166.54
01-9400-2020		RETIREMENT	\$234,461.47
	03/09/2022	54734 BCFC PAYROLL	117,715.20
	04/07/2022	54826 BCFC PAYROLL	116,746.27
01-9400-2050		HEALTH INSURANCE	\$183,854.17
	03/08/2022	54711 BCFC PAYROLL	85,539.78
	03/22/2022	54777 ANTHEM BLUE CROSS & BLUE SHIELD	8,410.77
	03/28/2022	54787 ANTHEM LIFE	883.01
	03/28/2022	54787 ANTHEM LIFE	1,694.03
	04/01/2022	54817 BCFC PAYROLL	87,326.58

GENERAL Total: 1,143,660.51

JAIL

03-5101-1010	JAILER SALARY	\$10,211.94
03/17/2022	11130 BCFC PAYROLL	4,588.84
03/30/2022	11137 BCFC PAYROLL	5,623.10
03-5101-1030	DEPUTIES SAL-REGULAR	\$173,239.61
03/17/2022	11130 BCFC PAYROLL	84,104.16
03/30/2022	11137 BCFC PAYROLL	89,135.45
03-5101-3360	EQUIPMENT REPAIR	\$106.00
03/22/2022	11133 BOYD COUNTY FISCAL COURT	106.00
03-5101-4290	GASOLINE	\$761.44
03/17/2022	11132 SUPERFLEET MASTERCARD PROGRAM	761.44
03-5101-4450	OFFICE SUPPLIES	\$50.95
03/22/2022	11133 BOYD COUNTY FISCAL COURT	15.89
03/22/2022	11133 BOYD COUNTY FISCAL COURT	15.89
03/22/2022	11133 BOYD COUNTY FISCAL COURT	19.17
03-5101-4461	DUTY SPECIFIC MATERIALS&SUPPLIES	\$335.27
03/22/2022	11133 BOYD COUNTY FISCAL COURT	24.00
03/22/2022	11133 BOYD COUNTY FISCAL COURT	68.38
03/22/2022	11133 BOYD COUNTY FISCAL COURT	227.89
03/22/2022	11133 BOYD COUNTY FISCAL COURT	15.00
03-5101-5740	TRAINING	\$366.34
03/22/2022	11133 BOYD COUNTY FISCAL COURT	27.26
03/22/2022	11133 BOYD COUNTY FISCAL COURT	339.08
03-5101-5780	UTILITIES	\$12,939.07
03/09/2022	11129 HARTS SANITATION, INC	551.00
03/23/2022	11134 COLUMBIA GAS OF KY	3,368.04
03/28/2022	11135 ARMSTRONG	89.95
03/29/2022	11136 KENTUCKY POWER COMPANY	5,269.86
04/01/2022	11138 DEPT OF UTILITIES	2,165.75
04/01/2022	11139 DEPT OF UTILITIES	1,494.47
03-5101-7230	NEW VEHICLES	\$1,634.16
03/17/2022	11131 ENTERPRISE FM TRUST	1,080.86
03/17/2022	11131 ENTERPRISE FM TRUST	25.00
03/17/2022	11131 ENTERPRISE FM TRUST	528.30
03-9400-2010	SOCIAL SECURITY	\$13,739.27
03/17/2022	11130 BCFC PAYROLL	6,637.85
03/30/2022	11137 BCFC PAYROLL	7,101.42
03-9400-2020	RETIREMENT	\$96,960.43
03/09/2022	11128 BCFC PAYROLL	50,371.33
04/07/2022	11141 BCFC PAYROLL	46,589.10
03-9400-2050	HEALTH INSURANCE	\$42,699.64
03/08/2022	11127 BCFC PAYROLL	21,811.60
04/01/2022	11140 BCFC PAYROLL	20,888.04

JAIL Total: 353,044.12**ROAD**

02-6105-1430	ROAD WORKERS SALARIES	\$72,457.72
03/17/2022	31365 BCFC PAYROLL	37,160.55
03/30/2022	31372 BCFC PAYROLL	35,297.17
02-6105-1450	ROAD FOREMAN SALARY	\$4,896.46
03/17/2022	31365 BCFC PAYROLL	2,448.23
03/30/2022	31372 BCFC PAYROLL	2,448.23

02-6105-4050	SHOP MATERIALS & SUPPLIES	\$478.63
03/22/2022	31371 BOYD COUNTY FISCAL COURT	121.24
03/22/2022	31367 BOYD COUNTY FISCAL COURT	-21.00
03/22/2022	31367 BOYD COUNTY FISCAL COURT	370.98
03/22/2022	31371 BOYD COUNTY FISCAL COURT	7.41
02-6105-4810	UNIFORMS	\$159.98
03/22/2022	31367 BOYD COUNTY FISCAL COURT	159.98
02-6105-5780	UTILITIES	\$6,222.91
03/09/2022	31360 SANITATION DISTRICT #4	392.27
03/09/2022	31362 CHARTER COMMUNICATIONS	99.98
03/09/2022	31363 HARTS SANITATION, INC	695.00
03/09/2022	31364 CANNONSBURG WATER DISTRICT	225.82
03/18/2022	31368 AT&T MOBILITY	191.85
03/21/2022	31369 KENTUCKY POWER COMPANY	1,120.92
03/21/2022	31370 KENTUCKY POWER COMPANY	39.49
04/01/2022	31374 ARMSTRONG	1,090.00
04/01/2022	31375 COLUMBIA GAS OF KY	2,267.60
04/08/2022	31378 CHARTER COMMUNICATIONS	99.98
02-6105-6990	LEASE VEHICLES	\$22,922.31
03/09/2022	31361 DEERE CREDIT, INC	5,357.93
03/17/2022	31366 ENTERPRISE FM TRUST	1,067.51
03/17/2022	31366 ENTERPRISE FM TRUST	352.33
03/17/2022	31366 ENTERPRISE FM TRUST	352.33
03/17/2022	31366 ENTERPRISE FM TRUST	352.33
03/17/2022	31366 ENTERPRISE FM TRUST	352.33
03/17/2022	31366 ENTERPRISE FM TRUST	352.33
03/17/2022	31366 ENTERPRISE FM TRUST	10,815.84
03/17/2022	31366 ENTERPRISE FM TRUST	430.98
03/17/2022	31366 ENTERPRISE FM TRUST	445.49
03/17/2022	31366 ENTERPRISE FM TRUST	457.33
03/17/2022	31366 ENTERPRISE FM TRUST	25.00
03/17/2022	31366 ENTERPRISE FM TRUST	420.81
03/17/2022	31366 ENTERPRISE FM TRUST	430.81
03/17/2022	31366 ENTERPRISE FM TRUST	599.61
04/01/2022	31373 DEERE CREDIT, INC	1,109.35
02-9400-2010	SOCIAL SECURITY	\$5,560.86
03/17/2022	31365 BCFC PAYROLL	2,851.71
03/30/2022	31372 BCFC PAYROLL	2,709.15
02-9400-2020	RETIREMENT	\$43,347.76
03/09/2022	31359 BCFC PAYROLL	23,006.96
04/07/2022	31377 BCFC PAYROLL	20,340.80
02-9400-2050	HEALTH INSURANCE	\$29,862.24
03/08/2022	31357 BCFC PAYROLL	1,493.12
03/08/2022	31358 BCFC PAYROLL	13,438.00
04/01/2022	31376 BCFC PAYROLL	14,931.12

ROAD Total: 185,908.87

SENIOR CTR

80-5075-5670	REFUNDS	\$25.00
04/02/2022	11130 KATHY DAVIS	25.00
80-5305-5780	UTILITIES	\$335.20
04/01/2022	11129 KENTUCKY POWER COMPANY	335.20

SENIOR CTR Total: 360.20

SPECIAL PROJECTS

76-5420-5780	UTILITIES-NEW CONVENTION CTR	\$629.14
03/09/2022	2682 HARTS SANITATION, INC	413.00
03/09/2022	2683 SANITATION DISTRICT #4	30.72
03/09/2022	2684 CANNONSBURG WATER DISTRICT	185.42

SPECIAL PROJECTS Total: 629.14

Grand Total: 1,689,429.43

Boyd County Fiscal Court

Outstanding Vendor Claims

04/08/2022

Invoice Date	Vendor InvoiceNum	Claim Description	Account Number	Account Description	PO Number	Invoice Amount
01 GENERAL						
		ACADEMY ANIMAL HOSPITAL				
03/17/2022	224791		01-5205-3150	VETERINARIAN	102,304	75.00
03/17/2022	224762		01-5205-3150	VETERINARIAN	102,304	75.00
03/17/2022	224779		01-5205-3150	VETERINARIAN	102,304	75.00
03/17/2022	224662		01-5205-3150	VETERINARIAN	102,304	15.00
03/17/2022	224735		01-5205-3150	VETERINARIAN	102,304	75.00
03/17/2022	224460		01-5205-3150	VETERINARIAN	102,304	75.00
				ACADEMY ANIMAL HOSPITAL		390.00
03/28/2022	AKME DRUG TESTING 5893		01-5232-5490	DRUG TESTING		225.00
				AKME DRUG TESTING		225.00
ALL PRO SUPPLY						
03/13/2022	15740		01-5080-4110	MATERIALS & SUPPLIES	102,286	1,126.60
03/21/2022	15817		01-5080-4110	MATERIALS & SUPPLIES	102,316	324.24
03/30/2022	15880		01-5080-4110	MATERIALS & SUPPLIES	102,344	434.00
				ALL PRO SUPPLY		1,884.84
ALPHA MECHANICAL SERVICE,INC						
03/16/2022	376204		01-5080-5710	RENEWALS & REPAIRS		971.99
03/31/2022	377040		01-5081-5710	RENEWALS & REPAIRS		1,069.00
03/31/2022	376317		01-5080-5710	RENEWALS & REPAIRS		1,799.11
				ALPHA MECHANICAL SERVICE,INC		3,840.10
AMAZON CAPITAL SERVICES						
03/22/2022	13H1-PLVG-71		01-5080-4110	MATERIALS & SUPPLIES	102,325	1,582.05
03/22/2022	133K-XLKVN-4H		01-5115-3380	OFFICE EQUIP MAINT & SUPPLIES	102,336	60.53
03/22/2022	134V-3RCA-9L!		01-5015-3980	COMPUTER SERVICES	102,305	163.24
03/22/2022	1J3W-V7XK-W		01-5010-4450	OFFICE SUPPLIES	102,318	292.94
03/22/2022	1DCD-61PH-4J		01-5010-4450	OFFICE SUPPLIES	102,307	163.00

Boyd County Fiscal Court

Outstanding Vendor Claims

04/08/2022

Invoice Date	Vendor InvoiceNum	Claim Description	Account Number	Account Description	PO Number	Invoice Amount
03/22/2022	1X7X-TJND-M1		01-5065-5660	ELECTIONS EXPENSEES	102,275	2,061.87
03/22/2022	1X7X-TJND-4C		01-5205-4450	OFFICE SUPPLIES	102,268	277.20
03/24/2022	1MGT-GJWD-F		01-5015-3980	COMPUTER SERVICES	102,305	116.36
03/29/2022	1XW1-FLGY-Q		01-5135-5920	VEHICLE REPAIR/MAINTENANCE	102,368	59.99
03/30/2022	1LKV-34HX-1F		01-5135-4200	RESPONSE SUPPLIES & SERVICES	102,374	518.54
03/30/2022	1V9N-714C-9P		01-5080-5710	RENEWALS & REPAIRS	100,463	499.00
03/30/2022	1WTQ-DKG-C-E		01-5080-4450	MATERIALS & SUPPLIES	102,297	96.79
03/30/2022	1QDY-HRPT-3Y		01-5205-4030	ANIMAL FOOD & SUPPLIES	102,354	101.96
03/30/2022	1496-XRQD-T7		01-5081-4110	MATERIALS & SUPPLIES	102,349	800.99
03/30/2022	1DQW-PTH4-J		01-5401-5480	PARK IMPROVEMENTS	102,360	225.70
03/30/2022	1W33-NTV4-N!		01-5115-3380	OFFICE EQUIP MAINT & SUPPLIES	102,359	68.55
				AMAZON CAPITAL SERVICES		7,088.71
03/16/2022	ANDY MARKELONIS S TOMBLIN/21		01-9100-5670	REFUNDS		175.00
03/31/2022	APPALACHIAN TIRE 117001663B		01-5015-3400	VEHICLE MAINT. & REPAIR	102,381	15.00
				APPALACHIAN TIRE		175.00
03/30/2022	AREA PEST CONTROL, INC. 8691 8683		01-5080-5710 01-5085-5710	RENEWALS & REPAIRS RENEWALS & REPAIRS PROB&PAROL	102,371 102,372	110.00 55.00
				AREA PEST CONTROL, INC.		165.00
03/18/2022	ASHLAND ANIMAL CLINIC 510632		01-5205-3150	VETERINARIAN	102,331	75.00
03/18/2022	509946		01-5205-3150	VETERINARIAN	102,331	117.60
03/18/2022	508903		01-5205-3150	VETERINARIAN	102,331	75.00
03/18/2022	508852		01-5205-3150	VETERINARIAN	102,331	75.00
03/31/2022	511587		01-5015-3990	CONTRACTED SERVICES	102,380	22.50
				ASHLAND ANIMAL CLINIC		365.10

Boyd County Fiscal Court

Outstanding Vendor Claims

Invoice Date	Vendor InvoiceNum	Claim Description	Account Number	Account Description	PO Number	Invoice Amount
ASHLAND OFFICE SUPPLY						
03/13/2022	9333735-0		01-5015-4450	MATERIALS & SUPPLIES	102,313	91.98
03/13/2022	934072-0		01-5015-4450	MATERIALS & SUPPLIES	102,313	23.48
03/18/2022	934854-0		01-5015-4450	MATERIALS & SUPPLIES	102,335	33.69
03/18/2022	934619-0		01-5015-4450	MATERIALS & SUPPLIES	102,335	23.98
03/18/2022	934618-1		01-5015-4450	MATERIALS & SUPPLIES	102,335	113.10
03/18/2022	934619-1		01-5015-4450	MATERIALS & SUPPLIES	102,335	38.99
03/18/2022	934619-2		01-5015-4450	MATERIALS & SUPPLIES	102,335	196.64
03/18/2022	935091-0		01-5015-4450	MATERIALS & SUPPLIES	102,382	7.56
03/31/2022	935184-0		01-5015-4450	MATERIALS & SUPPLIES	102,382	16.98
03/31/2022	935834-0		01-5015-4450	MATERIALS & SUPPLIES	102,382	27.99
03/31/2022	935834-1		01-5015-4450	MATERIALS & SUPPLIES	102,382	38.99
03/31/2022	935651-0		01-5015-4450	MATERIALS & SUPPLIES	102,382	206.97
03/31/2022	936225-0		01-5010-4450	OFFICE SUPPLIES	102,172	21.48
03/31/2022	936124-0		01-5010-4450	OFFICE SUPPLIES	102,172	77.53
03/31/2022	935837-0		01-5010-4450	OFFICE SUPPLIES	102,172	38.99
03/31/2022	935622-0		01-5010-4450	OFFICE SUPPLIES	102,172	35.98
03/31/2022	935283-0		01-5010-4450	OFFICE SUPPLIES	102,172	13.99
03/31/2022	935283-1		01-5010-4450	OFFICE SUPPLIES	102,172	77.98
03/31/2022	934071-1		01-5010-4450	OFFICE SUPPLIES	102,172	77.98
03/31/2022	934071-0		01-5010-4450	OFFICE SUPPLIES	102,172	177.37
03/31/2022	933920-0		01-5010-4450	OFFICE SUPPLIES	102,172	115.00
03/31/2022	933809-0		01-5010-4450	OFFICE SUPPLIES	102,172	12.24
03/31/2022	933811-0		01-5010-4450	OFFICE SUPPLIES	102,172	12.24
03/31/2022	933453-0		01-5010-4450	OFFICE SUPPLIES	102,172	352.50
03/31/2022	933548-1		01-5010-4450	OFFICE SUPPLIES	102,172	12.99
03/31/2022	933548-0		01-5010-4450	OFFICE SUPPLIES	102,172	12.99
03/31/2022	935422-0		01-5010-4450	OFFICE SUPPLIES	102,172	19.50
03/31/2022	934618-0		01-5010-4450	OFFICE SUPPLIES	102,376	4,022.08
03/31/2022	934586-0		01-5010-4450	OFFICE SUPPLIES		
ASHLAND OFFICE SUPPLY						6,085.18
03/13/2022	1419202		01-5081-4110	MATERIALS & SUPPLIES	102,266	69.95
ASHLAND SPECIALITY COMPANY, INC.						69.95

Boyd County Fiscal Court

Outstanding Vendor Claims

Invoice Date	Vendor InvoiceNum	Claim Description	Account Number	Account Description	PO Number	Invoice Amount
04/08/2022						
03/16/2022	199507	ASSOCIATION HUB	01-9400-2050	HEALTH INSURANCE		5,000.00
				ASSOCIATION HUB		5,000.00
		BCFC ROAD FUND				
04/07/2022	5115-3-22	01-5115-4290		FUEL - CODE ENFORCMENT		117.14
04/07/2022	5205-3-22	01-5205-4290		GASOLINE		267.72
04/07/2022	5401-3-22	01-5401-4290		GASOLINE		1,554.93
04/07/2022	5015-3-22	01-5015-4290		GASOLINE		9,836.61
04/07/2022	5001-3-22	01-5001-4290		GASOLINE		152.45
04/07/2022	5020-3-22	01-5020-4290		GASOLINE		447.54
04/07/2022	5135-3-22	01-5135-4290		FUEL		777.17
04/07/2022	5070-3-22	01-5070-4290		FUEL		119.86
					BCFC ROAD FUND	13,273.42
		BILL COLE FORD				
03/18/2022	82028503	01-5401-5920		VEHICLE MAINTENANCE/REPAIR		9.00
					BILL COLE FORD	9.00
		BLACK DIAMOND				
03/13/2022	1-0000005371	01-5020-4460		CORONER EXPENSES		60.00
					BLACK DIAMOND	60.00
		BOWLING FEED AND HARDWARE				
03/13/2022	1162813	01-5401-5480		PARK IMPROVEMENTS		102,308
03/13/2022	1163970	01-5080-4110		MATERIALS & SUPPLIES		102,303
03/21/2022	1165459	01-5401-5480		PARK IMPROVEMENTS		102,341
03/25/2022	1166082	01-5080-5710		RENEWALS & REPAIRS		102,362
03/29/2022	1166512	01-5080-5710		RENEWALS & REPAIRS		102,367
03/29/2022	1166568	01-5080-5710		RENEWALS & REPAIRS		102,367
04/07/2022	1167837	01-5080-4110		MATERIALS & SUPPLIES		102,367
		BOWLING FEED AND HARDWARE				
						529.75

Boyd County Fiscal Court

Outstanding Vendor Claims

04/08/2022

Invoice Date	Vendor InvoiceNum	Claim Description	Account Number	Account Description	PO Number	Invoice Amount
03/18/2022	2022-001 2ND	BRAVO LIVE DJ	01-5425-0000	COMMUNITY EVENTS		500.00

BRIAN D RATLIFF
TAX XB 2022
03/28/2022

DVI ES ALTRI BAPTE

03/13/2022
03/13/2022
03/13/2022
03/13/2022
03/13/2022
03/15/2022
03/15/2022
03/17/2022
03/18/2022
03/18/2022
03/18/2022
03/18/2022
03/24/2022
03/25/2022
03/25/2022
03/28/2022
04/08/2022

CAMPBELL LOCKSMITH

03/22/2022 3/16/22
03/22/2022 3/16/2022
03/22/2022 3/16/22
03/22/2022 3/19/22

01-5080-5710	RENEWALS & REPAIRS
01-5080-5710	RENEWALS & REPAIRS
01-5086-5710	RENEWALS & REPAIRS
01-5091-5910	Maintenance - Road

195.00
25.00
7.50
7.50

BYI ES AUTO PARTS 2,819,10

BYI ES AITO E

2019.10

Boyd County Fiscal Court**Outstanding Vendor Claims**

Invoice Date	Vendor InvoiceNum	Claim Description	Account Number	Account Description	PO Number	Invoice Amount
04/08/2022						
03/18/2022	APRIL 2022	CARTER ENERGY PROPERTIES	01-5010-3640	ASHLAND BRANCH RENTAL		2,000.00
				CARTER ENERGY PROPERTIES		2,000.00
03/22/2022	000002	CHAMPIONSHIP FASTPITCH	01-5401-5480	PARK IMPROVEMENTS		2,000.00
03/22/2022	000003-R-0001		01-5401-5480	PARK IMPROVEMENTS		2,000.00
				CHAMPIONSHIP FASTPITCH		4,000.00
03/13/2022	10265285	CHARDON LABORATORIES, INC	01-5081-4110	MATERIALS & SUPPLIES	102,311	350.00
03/28/2022	10266918		01-5081-4110	MATERIALS & SUPPLIES	102,365	350.00
				CHARDON LABORATORIES, INC		700.00
03/15/2022	TAX YR 2021	CHARLES E DALTON	01-9100-5670	REFUNDS		1,140.75
				CHARLES E DALTON		1,140.75
03/16/2022	5099894844	CINTAS FIRST AID & SAFETY	01-5080-4110	MATERIALS & SUPPLIES	102,322	69.05
03/17/2022	5098724520		01-5205-4450	OFFICE SUPPLIES	102,326	102.65
03/23/2022	5099894899		01-5401-4460-001	DUTY SPECIFIC EQUIPMENT-SAFETY	102,351	89.81
				CINTAS FIRST AID & SAFETY		261.51
03/13/2022	98014	CLASSIC PLASTICS	01-5020-4460	CORONER EXPENSES	102,309	511.64
				CLASSIC PLASTICS		511.64

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Outstanding Vendor Claims

04/08/2022

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Outstanding Vendor Claims

04/08/2022

Invoice Date	Vendor InvoiceNum	Claim Description	Account Number	Account Description	PO Number	Invoice Amount
GENERAL SALES						
03/13/2022	6966676		01-5080-4110	MATERIALS & SUPPLIES	102,209	160.43
03/13/2022	698280		01-5080-4110	MATERIALS & SUPPLIES	102,285	106.64
03/13/2022	698245		01-5080-4110	MATERIALS & SUPPLIES	102,285	242.30
03/13/2022	697874		01-5081-4110	MATERIALS & SUPPLIES	102,267	1,021.68
03/13/2022	698109		01-5080-4110	MATERIALS & SUPPLIES	102,285	109.45
03/13/2022	698053		01-5080-4110	MATERIALS & SUPPLIES	102,285	1,174.78
03/13/2022	698080		01-5080-4110	MATERIALS & SUPPLIES	102,251	96.92
03/13/2022	697918		01-5080-4110	MATERIALS & SUPPLIES	102,222	29.42
03/15/2022	6966676		01-5080-4110	MATERIALS & SUPPLIES	102,209	-116.85
03/15/2022	698054		01-5080-4110	MATERIALS & SUPPLIES	102,285	210.43
03/17/2022	698532		01-5080-4110	MATERIALS & SUPPLIES	102,317	476.52
03/21/2022	698533		01-5080-4110	MATERIALS & SUPPLIES	102,317	601.42
03/22/2022	698697		01-5080-4110	MATERIALS & SUPPLIES	102,285	65.46
03/28/2022	698669		01-5081-4110	MATERIALS & SUPPLIES	102,324	468.42
04/05/2022	699159		01-5080-4110	MATERIALS & SUPPLIES	102,343	1,995.10
04/05/2022	699158		01-5080-4110	MATERIALS & SUPPLIES	102,343	63.84
GENERAL SALES					6,705.96	
GIBBS TRUE VALUE HARDWARE						
03/13/2022	215209		01-5401-5710	PARK MAINTENANCE & REPAIR	102,182	55.99
03/13/2022	215363		01-5401-5710	PARK MAINTENANCE & REPAIR	102,182	33.98
03/23/2022	215877		01-5401-5480	PARK IMPROVEMENTS	102,182	59.98
03/23/2022	216017		01-5401-5480	PARK IMPROVEMENTS	102,182	26.79
03/23/2022	215619		01-5401-5480	PARK IMPROVEMENTS	102,182	29.99
03/23/2022	215171		01-5401-5480	PARK IMPROVEMENTS	102,182	13.56
03/23/2022	215437		01-5401-5480	PARK IMPROVEMENTS	102,182	22.48
03/23/2022	215600		01-5401-5480	PARK IMPROVEMENTS	102,182	10.87
04/07/2022	216256		01-5401-5480	PARK IMPROVEMENTS	102,182	7.96
04/07/2022	216129		01-5401-5480	PARK IMPROVEMENTS	102,182	23.48
04/07/2022	216279		01-5401-5480	PARK IMPROVEMENTS	102,182	55.30
04/07/2022	216177		01-5401-5480	PARK IMPROVEMENTS	102,182	28.99
04/07/2022	216139		01-5401-5480	PARK IMPROVEMENTS	102,182	31.91
GIBBS TRUE VALUE HARDWARE					401.28	

GILLUMS SERVICE REPAIR, INC.

Boyd County Fiscal Court

Outstanding Vendor Claims

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Invoice Date	Vendor InvoiceNum	Claim Description	Account Number	Account Description	PO Number	Invoice Amount
03/23/2022	4966646		01-5401-5480	PARK IMPROVEMENTS	102,300	197.97
03/23/2022	4966503		01-5401-5480	PARK IMPROVEMENTS	102,300	415.61
				GILLUMS SERVICE REPAIR, INC.		613.58
04/05/2022	032211090	INDEPENDENT	01-5001-3020	ADVERTISING		695.20
04/07/2022	032217590		01-5010-3020	ADVERTISING		1,094.50
04/02/2022	197408	WORQ	01-5091-5850	WARRANTY SUBSCRIPTIONS	WORQ	11,500.00
03/17/2022		JOHN C. HOWERTON II TAX YR 2021	01-9100-5670	REFUNDS	JOHN C. HOWERTON II	363.72
03/31/2022	3/8/22-3/15/22	JOHN CLARK OIL COMPANY	01-5015-4290	GASOLINE		43.89
04/07/2022	CORONER 2/1		01-5020-4290	GASOLINE		418.39
03/15/2022	JOHN E. NOLAN IV TAX YR 2022		01-9100-5670	REFUNDS	JOHN E. NOLAN IV	817.08
03/22/2022	JOHN L BEITZ TAX YR 2022		01-9100-5670	REFUNDS	JOHN L BEITZ	656.38

Boyd County Fiscal Court**Outstanding Vendor Claims**

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Invoice Date	Vendor InvoiceNum	Claim Description	Account Number	Account Description	PO Number	Invoice Amount
03/31/2022	JOSEPH L HOWARD TAX YR 2021		01-9100-5670	REFUNDS	JOSEPH L HOWARD	616.92
03/15/2022	JULIE MARTIN TAX YR 2021		01-9100-5670	REFUNDS	JULIE MARTIN	874.04
03/15/2022	KEVIN T CALLAHAN TAX YR 2022		01-9100-5670	REFUNDS	KEVIN T CALLAHAN	890.35
03/31/2022	KEY OIL- MT STERLING 216490		01-5015-3400	VEHICLE MAINT. & REPAIR	KEY OIL- MT STERLING	664.40
03/24/2022	KFB WEALTH MANAGEMENT BOND SERIES		01-7100-6015	2015 GOB JAIL PRINCIPAL	KFB WEALTH MANAGEMENT	75,000.00
03/24/2022	BOND SERIES		01-7100-6055	2015 GOB JAIL INTEREST		22,553.76
04/08/2022	KINGS DAUGHTERS MED CTR BM-2228 APR-		01-9400-2050	HEALTH INSURANCE	KINGS DAUGHTERS MED CTR	200.00
03/15/2022	KIRBIE T. HUNLEY TAX YR 2021		01-9100-5670	REFUNDS	KIRBIE T. HUNLEY	3,501.00

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Outstanding Vendor Claims

Invoice Date	Vendor InvoiceNum	Claim Description	Account Number	Account Description	PO Number	Invoice Amount
04/08/2022	KMICA		01-5025-5690	REGISTRATIONS, TRAINING	KMICA	75.00
04/07/2022	4025					75.00
03/18/2022	KMICA SPRING CONFERENCE		01-5025-5690	REGISTRATIONS, TRAINING	KMICA SPRING CONFERENCE	590.00
	3926					590.00
03/18/2022	KOOL HITS 105.7.COM		01-5020-4460	CORONER EXPENSES	102,332	60.00
04/07/2022	15066-6		01-5010-3020	ADVERTISING	102,384	450.00
04/07/2022	15554-1		01-5010-3020	ADVERTISING	102,384	125.00
04/07/2022	15654-1		01-5010-3020	ADVERTISING	102,384	125.00
	15677-1					
	KOOL HITS 105.7.COM					760.00
03/16/2022	KY STATE TREASURER / LAW		01-5015-3990	CONTRACTED SERVICES	KY STATE TREASURER / LAW	146.00
	11436					146.00
	KY STATE TREASURER / LAW					
03/18/2022	LABTRONICS		01-5015-3980	COMPUTER SERVICES	102,333	17.50
03/31/2022	24615		01-5015-3980	COMPUTER SERVICES	102,384	130.87
03/31/2022	24651		01-5015-3980	COMPUTER SERVICES	102,384	131.50
	24652					
	LABTRONICS					279.87
03/16/2022	LITTLES SEPTIC SERVICE INC		01-5080-5710	RENEWALS & REPAIRS	102,323	750.00
03/24/2022	380678		01-5080-5710	RENEWALS & REPAIRS	102,357	750.00
	388987					
	LITTLES SEPTIC SERVICE INC					1,500.00

Boyd County Fiscal Court**Outstanding Vendor Claims**

04/08/2022

Invoice Date	Vendor InvoiceNum	Claim Description	Account Number	Account Description	PO Number	Invoice Amount
03/15/2022	MATTHEW T BERNER TAX YR 2022		01-9100-5670	REFUNDS		610.22
					MATTHEW T BERNER	610.22
03/31/2022	MC GUIRE'S TOWING 22-14823		01-9100-5990	MISCELLANEOUS		102,339 150.00
					MC GUIRE'S TOWING	150.00
04/07/2022	MEDICAL WASTE SERVICES 32850		01-5020-4370	MORGUE LINENS		35.00
					MEDICAL WASTE SERVICES	35.00
03/22/2022	MILLER FUNERAL HOME C BUTCHER		01-5020-3440	COUNTY BURIALS		300.00
					MILLER FUNERAL HOME	300.00
03/16/2022	OMNI AUTO REPAIR/EXHAUST 18571		01-5015-3400	VEHICLE MAINT. & REPAIR		81.00
					OMNI AUTO REPAIR/EXHAUST	81.00
03/31/2022	O'REILLY AUTO PARTS 5047-287196		01-5015-3400	VEHICLE MAINT. & REPAIR		22,512 99.88
04/07/2022	5047-287081		01-5015-3400	VEHICLE MAINT. & REPAIR		22,508 99.88
04/08/2022	5047-287384		01-5401-5920	VEHICLE MAINTENANCE/REPAIR		102,379 36.46
					O'REILLY AUTO PARTS	236.22
03/16/2022	PATHWAYS, INC. L CLESTER/19		01-9100-5670	REFUNDS		400.00
03/16/2022	P RATLIFF/21-		01-9100-5670	REFUNDS		400.00
03/16/2022	S TOMBLIN/21		01-9100-5670	REFUNDS		400.00

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Invoice Date	Vendor InvoiceNum	Claim Description	Account Number	Account Description	PO Number	Invoice Amount
03/30/2022	PHILIP N KNIPP TAX YR 2021		01-9100-5670	REFUNDS	PATHWAYS, INC.	1,200.00
03/17/2022	QUADIENT FINANCE USA, INC 7900 0440 8071		01-5010-5630	POSTAGE	PHILIP N KNIPP	663.86
03/23/2022	QUALITY METAL OF LOUISA 26160		01-5401-5480	PARK IMPROVEMENTS	QUADIENT FINANCE USA, INC	1,056.75
03/28/2022	ROBERT L ELLIS TAX YR 2021		01-9100-5670	REFUNDS	QUALITY METAL OF LOUISA	113.75
03/31/2022	RON COOPER CO 220309023		01-5010-4450	OFFICE SUPPLIES	ROBERT L ELLIS	102,176
03/24/2022	RUMPKE 0012301		01-5401-5780	UTILITIES	RON COOPER CO	602.46
03/15/2022	SAMUEL L MANNON TAX YR 2021		01-9100-5670	REFUNDS	RUMPKE	598.91
						50.56
						400.86

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Invoice Date	Vendor InvoiceNum	Claim Description	Account Number	Account Description	PO Number	Invoice Amount
03/29/2022	835996721-00		01-5081-4110	MATERIALS & SUPPLIES	102,298	839.48
		UNITED REFRIGERATION, INC				839.48
			01			209,050.59

Boyd County Fiscal Court

Outstanding Vendor Claims

Invoice Date	Vendor InvoiceNum	Claim Description	Account Number	Account Description	PO Number	Invoice Amount
04/08/2022						
03/28/2022	5893	AKME DRUG TESTING	02-5232-3430	CDL DRUG TESTING		165.00
02 ROAD						
03/24/2022	1HX4-PH7X-7F	AMAZON CAPITAL SERVICES	02-6105-4050	SHOP MATERIALS & SUPPLIES	22,482	73.68
03/24/2022	1PMG-YQRH-V		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,449	51.63
03/24/2022	11G9-X3LQ-11		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,449	10.99
03/31/2022	1F37-K1GM-JV		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,437	109.81
AMAZON CAPITAL SERVICES						
03/24/2022	6360	AMERICAN ASPHALT OF WV	02-6105-4470	ROAD MATERIALS	22,500	11,961.20
03/31/2022	6471		02-6105-4470	ROAD MATERIALS	22,515	4,761.36
AMERICAN ASPHALT OF WV						
03/15/2022	1170016492	APPALACHIAN TIRE	02-6105-4050	SHOP MATERIALS & SUPPLIES	22,451	140.00
03/31/2022	1170016619		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,504	2,705.68
APPALACHIAN TIRE						
03/31/2022	37128	BAKER TRUCK EQUIPMENT CO	02-6105-4050	SHOP MATERIALS & SUPPLIES	22,507	455.00
BAKER TRUCK EQUIPMENT CO						
03/18/2022	INV01844007	BOYD CAT RENTAL	02-6105-4050	SHOP MATERIALS & SUPPLIES	22,457	1,207.79
03/18/2022	INV01847445		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,457	273.00
03/18/2022	INV01846404		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,457	249.58

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Outstanding Vendor Claims

04/08/2022

Invoice Date	Vendor InvoiceNum	Claim Description	Account Number	Account Description	PO Number	Invoice Amount
03/31/2022	R74037-001		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,472	4,126.88

BULK PLANTS INC

03/15/2022	150370A	02-6105-4290	FUEL	22,468	13,777.78
03/15/2022	139640A	02-6105-4290	FUEL	22,447	1,447.67
03/15/2022	147503A	02-6105-4290	FUEL	22,447	1,572.91
03/24/2022	147416A	02-6105-4290	FUEL	22,499	15,567.33
03/31/2022	150053A	02-6105-4290	FUEL	22,513	5,339.89

BOYD CAT RENTAL

5,857.25

BYLES AUTO PARTS

03/15/2022	222360	02-6105-4050	SHOP MATERIALS & SUPPLIES	22,467	88.98
03/15/2022	222444	02-6105-4050	SHOP MATERIALS & SUPPLIES	22,466	231.85
03/15/2022	222099	02-6105-4050	SHOP MATERIALS & SUPPLIES	22,456	35.12
03/18/2022	222930	02-6105-4050	SHOP MATERIALS & SUPPLIES	22,478	22.23
03/18/2022	222817	02-6105-4050	SHOP MATERIALS & SUPPLIES	22,475	203.92
03/18/2022	222691	02-6105-4050	SHOP MATERIALS & SUPPLIES	22,473	95.26
03/21/2022	223308	02-6105-4050	SHOP MATERIALS & SUPPLIES	22,488	11.82
03/22/2022	223088	02-6105-4050	SHOP MATERIALS & SUPPLIES	22,492	66.14
03/24/2022	223289	02-6105-4050	SHOP MATERIALS & SUPPLIES	22,491	323.98
03/24/2022	010699	02-6105-4050	SHOP MATERIALS & SUPPLIES	22,491	-36.00
03/28/2022	223903	02-6105-4050	SHOP MATERIALS & SUPPLIES	22,506	92.30
04/07/2022	222611	02-6105-4050	SHOP MATERIALS & SUPPLIES	22,469	135.89
04/07/2022	222647	02-6105-4050	SHOP MATERIALS & SUPPLIES	22,469	2,981.90
04/07/2022	224578	02-6105-4050	SHOP MATERIALS & SUPPLIES	22,516	46.35

BULK PLANTS INC

37,705.58

CINTAS FIRST AID & SAFETY

0,000.00

22,452

146.17

CINTAS FIRST AID & SAFETY

0,000.00

22,414

146.17

FASTENAL COMPANY
KYASH265920

800.00

22,414

800.00

0,000.00

22,414

800.00

Boyd County Fiscal Court

Outstanding Vendor Claims

Invoice Date	Vendor InvoiceNum	Claim Description	Account Number	Account Description	PO Number	Invoice Amount
FASTENAL COMPANY						
						800.00
03/15/2022	215688	GIBBS TRUE VALUE HARDWARE	02-6105-4050	SHOP MATERIALS & SUPPLIES	22,460	11.94
03/15/2022	215701		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,460	-5.97
				GIBBS TRUE VALUE HARDWARE		5.97
03/18/2022	496819	GILLUMS SERVICE REPAIR, INC.	02-6105-4050	SHOP MATERIALS & SUPPLIES	22,476	503.99
03/31/2022	12050	GRAYSON TRUCK ACCESSORIES	02-6105-4050	SHOP MATERIALS & SUPPLIES	22,510	556.00
04/07/2022	329915	LUBE EQUIP INC.	02-6105-4050	SHOP MATERIALS & SUPPLIES	22,503	60.91
04/07/2022	244011A	MATHENY MOTOR TRUCK CO.	02-6105-4050	SHOP MATERIALS & SUPPLIES	22,514	158.05
03/22/2022	22-14429	MCGUIRE'S TOWING	02-6105-4050	SHOP MATERIALS & SUPPLIES	22,485	1,350.00
03/30/2022	22-14181		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,485	300.00
				MCGUIRE'S TOWING		1,650.00
MOUNTAIN MATERIALS						
04/08/2022						

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Outstanding Vendor Claims

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Invoice Date	Vendor InvoiceNum	Claim Description	Account Number	Account Description	PO Number	Invoice Amount
03/15/2022	274424		02-6105-4470	ROAD MATERIALS	22,471	1,363.46
03/15/2022	274219		02-6105-4470	ROAD MATERIALS	22,453	2,908.82
				MOUNTAIN MATERIALS		4,272.28
03/22/2022	245634	PERFECTION RUBBER & SUPPLY CO., INC	02-6105-4050	SHOP MATERIALS & SUPPLIES	22,474	40.75
03/24/2022	245731		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,493	53.70
04/08/2022	245965		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,520	29.53
				PERFECTION RUBBER & SUPPLY CO., INC		123.98
04/07/2022	0260573	POWER PRODUCTS, INC	02-6105-4050	SHOP MATERIALS & SUPPLIES	22,497	4,502.38
				POWER PRODUCTS, INC		4,502.38
03/28/2022	602335672	PURE COUNTRY AUTOMOTIVE	02-6105-4050	SHOP MATERIALS & SUPPLIES	22,446	647.50
				PURE COUNTRY AUTOMOTIVE		647.50
03/15/2022	12300	RUMPKE	02-6105-4050	SHOP MATERIALS & SUPPLIES	22,470	76.96
03/15/2022	12242		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,454	107.75
03/18/2022	12362		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,480	67.79
03/22/2022	12310		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,486	363.53
03/24/2022	0012434		02-6105-4470	ROAD MATERIALS	22,498	588.23
03/25/2022	12425		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,502	44.87
04/07/2022	12486		02-6105-4050	SHOP MATERIALS & SUPPLIES	22,518	85.48
				RUMPKE		1,334.61
03/15/2022	88261267	SAFETY KLEEN SYSTEMS, INC	02-6105-4050	SHOP MATERIALS & SUPPLIES	22,430	386.71
				SAFETY KLEEN SYSTEMS, INC		386.71

Boyd County Fiscal Court**Outstanding Vendor Claims**

Invoice Date	Vendor InvoiceNum	Claim Description	Account Number	Account Description	PO Number	Invoice Amount
04/08/2022		SERVICE OFFICE SUPPLY				
03/15/2022	040725		02-6105-4450	OFFICE SUPPLIES	22,455	120.00
03/25/2022	041255		02-6105-4450	OFFICE SUPPLIES	22,501	15.48
03/28/2022	041256		02-6105-4450	OFFICE SUPPLIES		7.98
				SERVICE OFFICE SUPPLY		143.46
03/25/2022	H-62919	STATE EQUIPMENT	02-6105-4050	SHOP MATERIALS & SUPPLIES	22,495	448.80
04/07/2022	88588	SUMMIT ENGINEERING INC	02-6105-4050	SHOP MATERIALS & SUPPLIES		448.80
03/18/2022	4428	TRI-STATE OXYGEN LLC	02-6105-4050	SHOP MATERIALS & SUPPLIES	22,479	96.00
03/22/2022	114345			TRI-STATE OXYGEN LLC		96.00
				SUMMIT ENGINEERING INC		1,735.12
03/15/2022	R71901-001	VARNEY DOOR CO., INC.	02-6105-4050	SHOP MATERIALS & SUPPLIES	22,442	1,364.32
03/15/2022	R71798-001			VARNEY DOOR CO., INC.		1,364.32
				WHAYNE SUPPLY CO DBA		1,018.62
03/15/2022			02-6105-4050	SHOP MATERIALS & SUPPLIES	22,371	424.31
03/15/2022			02-6105-4050	SHOP MATERIALS & SUPPLIES	22,371	594.31
				WHAYNE SUPPLY CO DBA		88,251.79
					02	

Boyd County Fiscal Court

Outstanding Vendor Claims

04/08/2022

Boyd County Fiscal Court

Outstanding Vendor Claims

04/08/2022

Boyd County Fiscal Court

Outstanding Vendor Claims

04/08/2022

Boyd County Fiscal Court

Outstanding Vendor Claims

04/08/2022

Invoice Date	Vendor InvoiceNum	Claim Description	Account Number	Account Description	PO Number	Invoice Amount
KY STATE TREASURER/UPS						
03/15/2022	O'REILLY AUTO PARTS 5047-284804	03-5101-5920	MOTOR VEHICLE REPAIR	22,448	4.99	<u>15,000.00</u>
03/25/2022	SAF-TI-CO 283795-IN	03-5101-5920	MOTOR VEHICLE REPAIR	22,421	99.20	<u>4.99</u>
03/15/2022 03/31/2022	SHERWIN-WILLIAMS 9152-9 9646-0	03-5101-3340 03-5101-3340	BUILDING REPAIR BUILDING REPAIR	30,768 30,791	525.09 622.20	<u>99.20</u>
				SHERWIN-WILLIAMS		<u>1,147.29</u>
03/25/2022 03/25/2022 03/25/2022	SOUTHERN HEALTH PARTNERS BASE43854A OCP19281A ADP17000	03-5101-5490 03-5101-5490 03-5101-5490	ROUTINE MEDICAL ROUTINE MEDICAL ROUTINE MEDICAL	30,801 30,801 30,801	52,858.87 11,999.29 3,395.28	<u>68,253.44</u>
03/22/2022	STANDARD EXTERMINATING CO. 98369	03-5101-3460	PEST CONTROL	30,795	80.00	<u>80.00</u>
03/22/2022 03/30/2022 03/30/2022 04/05/2022	STATE ELECTRIC SUPPLY 15902089-00 15893651-00 15902308-00 15906843-00	03-5101-3340 03-5101-3340 03-5101-3340 03-5101-3340	BUILDING REPAIR BUILDING REPAIR BUILDING REPAIR BUILDING REPAIR	30,786 30,786 30,789 30,796	62.11 56.99 63.08 55.44	<u>62.11 56.99 63.08 55.44</u>

Boyd County Fiscal Court

Outstanding Vendor Claims

04/08/2022

Invoice Date	Vendor InvoiceNum	Claim Description	Account Number	Account Description	PO Number	Invoice Amount
STATE ELECTRIC SUPPLY						
						237.62
SUPERIOR OFFICE SERVICE, INC						
03/25/2022	349754-27		03-5101-5900	OFFICE EQUIP/MAINT		70.00
03/25/2022	346007-32		03-5101-5900	OFFICE EQUIP/MAINT		70.00
03/25/2022	361472-11		03-5101-5900	OFFICE EQUIP/MAINT		70.00
03/25/2022	354239-21		03-5101-5900	OFFICE EQUIP/MAINT		70.00
03/25/2022	366536-4		03-5101-5900	OFFICE EQUIP/MAINT		132.00
03/25/2022	369091		03-5101-5900	OFFICE EQUIP/MAINT		411.21
SUPERIOR OFFICE SERVICE, INC						
						823.21
YOUNG SIGNS, INC						
03/16/2022	05-01696		03-5101-3360	EQUIPMENT REPAIR		880.00
						880.00
						140,980.08

Boyd County Fiscal Court**Outstanding Vendor Claims**

Invoice Date	Vendor InvoiceNum	Claim Description	Account Number	Account Description	PO Number	Invoice Amount
06 ECONOMIC DEVELOPMENT						
03/22/2022	BERNESE THACKER LINENS		06-5075-3360	MAINTENANCE & REPAIR	BERNESE THACKER	2,000.00
						<u>2,000.00</u>
04/08/2022	KINDRED COMMUNICATIONS, INC		06-5075-3020	ADVERTISING		495.00
04/08/2022	43556-00004-0		06-5075-3020	ADVERTISING		200.00
04/08/2022	83556-00005-0					
						<u>695.00</u>
PROFESSIONAL FIRE EXTINGUISHERS						
03/16/2022	PROFESSIONAL FIRE EXTINGUISHERS		06-5075-5780	UTILITIES		1,407.00
03/16/2022	401089		06-5075-5780	UTILITIES		710.00
03/16/2022	400490					
						<u>2,117.00</u>
					<u>06</u>	<u>4,812.00</u>

Boyd County Fiscal Court**Outstanding Vendor Claims**

Invoice Date	Vendor InvoiceNum	Claim Description	Account Number	Account Description	PO Number	Invoice Amount
75 FEMA						
		MOUNTAIN MATERIALS				
04/01/2022	274607		75-5135-0000	DISASTER & EMERGENCY SVCS	102,385	1,031.10
04/07/2022	274736		75-5025-0000	FEMA		662.76
				MOUNTAIN MATERIALS		1,693.86
		SUNBELT RENTALS, INC.				
03/21/2022	123549317-00C		75-5025-0000	FEMA	102,338	1,684.08
				SUNBELT RENTALS, INC.		1,684.08
					75	3,377.94

Boyd County Fiscal Court**Outstanding Vendor Claims**

Invoice Date	Vendor InvoiceNum	Claim Description	Account Number	Account Description	PO Number	Invoice Amount
03/16/2022	88482	SUMMIT ENGINEERING INC	76-5420-3090	PROFESSIONAL SVCS-CONVENTION C		24,930.00
03/16/2022	88476		76-5205-3090	PROFESSIONAL SVCS-ANIMAL SHELT		1,277.07
03/16/2022	88479		76-6105-3090	PROFESSIONAL SERVICES		379.50
03/16/2022	88484		76-5076-3090	PROFESSIONAL SVCS SPORTS CTR		10,867.50
				SUMMIT ENGINEERING INC		37,454.07
					76	71,497.24
						26,702.27

Boyd County Fiscal Court

Outstanding Vendor Claims

Invoice Date	Vendor InvoiceNum	Claim Description	Account Number	Account Description	PO Number	Invoice Amount
04/08/2022						
03/22/2022	1165442	BOWLING FEED AND HARDWARE	80-5075-3360	MAINTENANCE & REPAIR		30.78
80 SENIOR CTR						
03/22/2022	3/16/22	CAMPBELL LOCKSMITH	80-5075-3360	BOWLING FEED AND HARDWARE		30.78
03/22/2022	3/16/22	CAMPBELL LOCKSMITH	80-5075-3360	MAINTENANCE & REPAIR		12.50
CAMPBELL LOCKSMITH						
				CAMPBELL LOCKSMITH		12.50
					80	43.28

Boyd County Fiscal Court**Outstanding Vendor Claims**

Invoice Date	Vendor InvoiceNum	Claim Description	Account Number	Account Description	PO Number	Invoice Amount
03/30/2022	TECH2000 INC 18215449	81-5050-3190 SOFTWARE UPDATES				752.50
				TECH2000 INC		752.50
			81			752.50

Boyd County Fiscal Court**Outstanding Vendor Claims**

04/08/2022

Invoice Date	Vendor InvoiceNum	Claim Description	Account Number	Account Description	PO Number	Invoice Amount
Grand Total:						518,765.42

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

Executive Session

Motion was made by Keith Watts and Seconded by Randy Stapleton to go into Executive Session to discuss acquisition of real property.

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

Meeting was called back to order by Eric Chaney, County Judge Executive.

There was no action taken during Executive Session

Interoffice Agreement - Code Enforcement

Motion was made by Keith Watts and seconded by Randy Stapleton to approve an Interoffice Agreement between the Fiscal Court and the Boyd County Sheriff's Office regarding Code Enforcement.

Agreement starts on following page

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement made and entered into this 11th day of April, 2022 by and between the Boyd County Fiscal Court by and through Eric Chaney, Boyd County Judge-Executive (“the County”) and Bobby Jack Woods, Boyd County Sheriff (“the Sheriff”);

Whereas, the County has recently established the Boyd County Code Enforcement Board (“the Board”) necessitating the appointment of a Code Enforcement officer or officers (“CEO”) pursuant to KRS 65.8801 to 65.8839, and;

Whereas, in order to have an effective code enforcement program it is necessary the CEO have sufficient peace officer or law enforcement authority to issue Uniform Citations to suspected violators and otherwise have such lawful authority as is necessary to perform the duties and responsibilities of a CEO, and;

Whereas, the County requests and the Sheriff agrees to assign CEO duties and responsibilities to a duly appointed Deputy Sheriff said Deputy to act as the County’s CEO with the power and authority to issue Uniform Citations as anticipated by KRS 65.8825;

Be it hereby agreed by and between the County and the Sheriff as follows:

1. The County shall nominate a person of good moral character who possesses the qualifications needed for a Kentucky Deputy Sheriff and said nominee shall be presented to the Sheriff for consideration of appointment to the position of Deputy Sheriff/CEO. Upon meeting POPS standards as administered by KLEC, the Sheriff shall act promptly to appoint the County’s nominee unless the sheriff, in his/her sole discretion, objects to the appointment of the nominee. If the Sheriff objects to the nominee, for any reason, with or without cause, or her/she fails to gain POPS certification within a reasonable period of time, the Sheriff shall forthwith so advise the County through the County Judge-Executive so as a new nominee or appointee may be found.

2. The CEO shall report on a daily or regular basis to the County Judge-Executive or County Administrator and, on such periodic basis from time to time, to the Sheriff, if requested to do so.

3. The CEO shall perform his/her duties in accordance with state law and in furtherance of enforcement of the County's codes, ordinances and directives. The CEO's time shall be spent on code enforcement efforts and the CEO shall generally refrain from traffic patrol, conducting criminal investigations not related to code enforcement, serving process or otherwise working or acting outside of code enforcement, unless otherwise required to act by virtue of law or sworn duty.

4. The CEO's work schedule, salary, benefits, etc. shall be set and borne by the County.

5. By execution below, any person who may be appointed COE hereby acknowledges the terms and conditions contained herein and agrees to abide by said terms and conditions and does hereby freely and voluntarily waive and opt-out of participation in the Boyd County Deputy Sheriff Merit System and/or any rights or privileges that said system creates or establishes.

Either party hereto may terminate this Agreement for convenience upon seven (7) days written Notice to the other.

I have read the foregoing and understand and agree to the terms set out.

By execution below the parties agree to the terms hereof.

BOYD COUNTY FISCAL COURT
BY: 
ERIC CHANEY
BOYD COUNTY JUDGE-EXECUTIVE
DATE: April 11, 2022

BOYD COUNTY SHERIFF
BY: 
BOBBY JACK WOODS
BOYD COUNTY SHERIFF
DATE: 4-11-2022

APPOINTEE SIGNATURE

DATE: _____

PRINTED NAME

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

Arbor Day Proclamation

**PROCLAMATION
ARBOR DAY**

WHEREAS, The Commonwealth is graced with diverse forests that extend from the hardwood forests of the east to the cypress sloughs of the west; and

WHEREAS, Trees are a sustainable resource providing significant environmental, economic, social, and human health benefits to Kentuckians; and

WHEREAS, Over one-third of Kentuckians live in a community actively managing their urban forests, spending over \$8.2 million dollars on this asset; and

WHEREAS, Kentucky's forest products are a \$13.9 billion dollar green industry employing over 53,000 people; and

WHEREAS, Trees enhance our air quality, purify our water resources, protect our soil, supply a source of renewable energy, and provide valuable wildlife habitat; and

WHEREAS, Forests improve our health and offer a place of recreation and solace; and

WHEREAS, Trees and healthy forests enhance the quality of life for all Kentuckians,

NOW, THEREFORE, I, Eric Chaney, Boyd County
Judge Executive, hereby proclaim April 1, 2022 (or other designated date) as

ARBOR DAY

in the state of Kentucky. I urge all citizens across this great Commonwealth to participate in the observance of this day by planting a tree. Our reward and that of future generations will be a more beautiful Kentucky, whose health and well-being are sustained by this great natural resource – our forests.



Boyd County Judge Executive

Resolution 2022-05

Motion was made by Larry Brown and seconded by Keith Watts to approve Resolution 2022-05 approving application to the National Park Service for a National Heritage Area Designation.



BOYD COUNTY FISCAL COURT



ERIC CHANEY, Judge Executive

KEITH WATTS
County Commissioner
District 1.

LARRY D. BROWN
County Commissioner
District 2

RANDY STAPLETON
County Commissioner
District 3

Resolution: 2022 - 05

WHEREAS the National Park Service is evaluating the feasibility of including the Kentucky Wildlands, as defined by 41 counties of Appalachia, into the National Heritage Area system, and

WHEREAS the Kentucky Wildlands represents distinctive aspects of the heritage of the United States, and

WHEREAS, the Kentucky Wildlands has an assemblage of natural, historic, and cultural resources, and

WHEREAS these resources are of national importance and worthy of recognition, conservation, interpretation, and continuing usage, and

WHEREAS, the Kentucky Wildlands is rich in natural beauty, ancient forests, cliffs, lakes, culture, and folklore, and

WHEREAS, Eastern Kentucky PRIDE, Inc. has begun an all-out regional tourism marketing initiative to capitalize on the region's majestic beauty and rich heritage, and

WHEREAS, Eastern Kentucky PRIDE, Inc. is spurring economic development in Appalachia by promoting it as a regional tourism destination, and

WHEREAS, the Kentucky Wildlands contains the Cumberland Gap, the original "Gateway to the West," and

WHEREAS the Warriors' Path was one of the Nation's first interstate trails, a 12,000-year-old path of commerce that began on the Atlantic Coast and traveled through the resource rich Kentucky Wildlands to the Great Lakes and is

currently being re-developed as a multi-purpose recreational trail from the Cumberland Gap to the Ohio River, and

WHEREAS the opening of Boone Trace through Appalachia in 1775, the first road into the land that was to become Kentucky, combined with the Declaration of Independence of 1776, together began the "Westward Movement", when citizens stopped being British and became Americans, and

WHEREAS the American Spirit to dream a dream, seek it, achieve it and triumph was born, in part, from the events taking place in Appalachia,

WHEREAS the Boyd County Fiscal Court contributes to the heritage, natural beauty, and preservation of wildland in the Commonwealth.

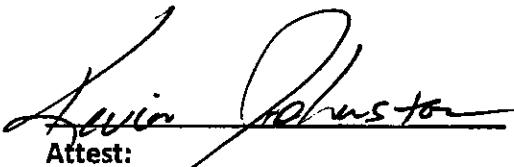
Be it therefore resolved that the Fiscal Court of Boyd County Kentucky, fully supports the Kentucky Wildlands and Eastern Kentucky PRIDE in its application to the National Park Service for a National Heritage Area Designation and will participate actively through private and public partnerships where appropriate to achieve that end.

Read, adopted, and approved in an open, regular session of the Boyd County Fiscal court

on the 11th day of April, 2022.



Judge Executive



Attest:

Vote as Follows:

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

TIF District Vote

First Reading KYOVA TIF District Ord.

Motion was made by Randy Stapleton and Seconded by Keith Watts to approve first reading of an Ordinance approving the KYOVA TIF District.

Ordinance Starts on Following Page

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNTY OF BOYD, KENTUCKY (THE "COUNTY") MAKING CERTAIN FINDINGS CONCERNING AND ESTABLISHING A DEVELOPMENT AREA FOR ECONOMIC DEVELOPMENT PURPOSES WITHIN THE COUNTY TO BE KNOWN AS THE KYOVA DEVELOPMENT AREA; APPROVING A LOCAL PARTICIPATION AGREEMENT AMONG COUNTY, THE LOCAL TAXING DISTRICTS, THE FINANCE DEPARTMENT OF THE COUNTY OF BOYD, KENTUCKY AS THE AGENCY AND CAMP INVESTMENTS LLC; ESTABLISHING AN INCREMENTAL TAX SPECIAL FUND FOR PAYMENT OF PROJECT COSTS AND REDEVELOPMENT ASSISTANCE; DESIGNATING THE DEPARTMENT OF FINANCE OF THE COUNTY OF BOYD, KENTUCKY, AS THE AGENCY RESPONSIBLE FOR OVERSIGHT, ADMINISTRATION AND IMPLEMENTATION OF THE DEVELOPMENT AREA; 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 DEVELOPMENT AREA.

WHEREAS, the County of Boyd, Kentucky ("the County"), by virtue of the laws of the Commonwealth of Kentucky (the "State"), Kentucky Revised Statutes, specifically Sections 65.7041 to 65.7083, as may be amended (the "Act"), is authorized to, among other things, (1) establish a development area to encourage reinvestment in and development and reuse of areas of the County, (2) enter into agreements in connection with the establishment and development of a development area, (3) establish a special fund for deposit of incremental revenues resulting from the development of a development area, and (4) designate an agency to oversee, administer and implement projects within a development area; and

WHEREAS, the County desires to establish a "development area" as defined in the Act to encourage reinvestment and development within such development area and to pledge a portion of the "incremental revenues" as defined in the Act generated from the development of such development area to provide redevelopment assistance and provide for the payment Project Costs and Redevelopment Assistance (as defined herein) within such development area; and

WHEREAS, the County has identified a contiguous tract of previously developed land consisting of not more than three (3) square miles within the County, specifically described in Exhibit A to this Ordinance, that is in need of redevelopment and which is not reasonably expected to be developed without public assistance; and

WHEREAS, more than half of the structures within the Development Area are deteriorated or deteriorating, there has been a substantial loss of business activity within the Development Area, there is a need for new public infrastructure to support new development within the Development Area, and there has been substantial abandonment of the structures

within the Development Area have negatively impacted the growth and development of the County; and

WHEREAS, the County has determined to establish the Development Area as pursuant to the Act to encourage reinvestment and development within the Development Area; and

WHEREAS, the County has agreed to support and encourage development within the Development Area by pledging certain Incremental Revenues [hereinafter defined] to the payment of Bonds, or to otherwise provide Redevelopment Assistance [hereinafter defined] and pay for Project Costs [hereinafter defined], under a Local Participation Agreement (defined below); and

WHEREAS, the County has prepared and presented a "Development Plan", as defined in the Act, for the consideration and adoption of the County proposing the redevelopment of the Development Area; and

WHEREAS, the County, as required by the Act, held a public hearing on March 7, 2022, after giving proper notice concerning the County's intention to consider the adoption of the Development Plan and establish the Development Area; and

WHEREAS, the adoption of the Development Plan and the establishment of the Development Area are for a public purpose and that the establishment and creation of the Development Area within the County is for the benefit and welfare of the County's citizens; and

WHEREAS, the County deems it necessary to enact this Ordinance in accordance with the Act and for the purposes set forth and described herein and in the Act.

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

SECTION 1. Definitions.

1.1 The capitalized terms set forth below when used in this Ordinance shall have the following meanings.

"Act" means Kentucky Revised Statutes, Sections 65.7041 to 65.7083, KRS 154.30-010 to KRS 154.30-090 and KRS 139.515.

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

"Bonds" means bonds or notes issued pursuant to the Act to pay for Redevelopment Assistance and Project Costs, the payment of which Bonds shall be supported in-part by Incremental Revenues pledged by the County.

"Developer" shall mean Camp Investments LLC, a Kentucky limited liability company.

"Development Area" means a contiguous geographic area of previously developed land, located within the geographical boundaries of the County, which is created for economic

development purposes by this Ordinance in which a Project is proposed to be located and consisting of less than three square miles in area, with the actual size being approximately 92 acres, as more specifically described in Exhibit A attached to this Ordinance, to be known as the "KYOVA Development Area".

"Development Plan" means the Development Plan for KYOVA Development Area attached to this Ordinance as Exhibit C.

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

"Financing Costs" shall mean principal, interest, costs of issuance, debt service reserve requirements, underwriting discount, costs of credit enhancement or liquidity instruments, and other costs directly related to the issuance of the Bonds.

"Incremental Revenues" means the amount of revenues received by the County and the Local Taxing Districts with respect to the Development Area by subtracting Old Revenues (as defined in the Act and the Local Participation Agreement) from New Revenues (as defined in the Act and the Local Participation Agreement) in a calendar year.

"Local Participation Agreement" shall mean the Local Participation Agreement between the County, the Local Taxing District, the Agency and the Developer, attached to this Ordinance as Exhibit B.

"Local Taxing Districts" shall mean any local special taxing districts that may agree to pledge a portion of its Incremental Revenues from real property *ad valorem* taxes to the Development Area and be a party to the Local Taxing Districts.

"Pledged Revenues" means that portion of the Incremental Revenues which are pledged by the County and the Local Taxing Districts pursuant to the Local Participation Agreement to the pay for Redevelopment Assistance within the Development Area.

"Project" means the proposed comprehensive redevelopment project within the Development Area more specifically described in the Development Plan, being undertaken by the County and the Developer.

"Project Costs" means any capital investment (as defined in the Act) expended to construct the Project.

"Redevelopment Assistance" shall have the same meaning as provided in the Act, including the financing costs thereon necessary to construct the Project.

1.2 All capitalized terms used in this Ordinance 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 Development Area:

3

(a) The Development Area consists of a contiguous tract of land that is not more than three (3) square miles. The actual size of the Development Area is approximately 92 acres.

(b) The Development Area constitutes previously developed land as required by KRS 65.7043.

(c) The establishment of the Development Area will not cause the assessed taxable value of real property within the Development Area 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 Development Area for calendar year 2020 is \$7,400,000. Concurrently with the establishment of the Development Area, the County is establishing the Cannonsburg Exit Local Development Area that has a current taxable real property assessed value of \$555,500. 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 Development Area and the Cannonsburg Exit Local 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 value is compared to the County's total taxable real property assessment of \$2,050,244,907 for calendar year 2020, only 1.2% of the County's taxable real property taxable assessment would be within an established local development area or development area;

(d) There has been a substantial loss of commercial, industrial or residential activity within the Development Area. The County finds that the KYOVA Mall has witnessed a rapid decline in occupancy and business in the last decade. Major anchor stores have closed in that time, including Elder Beerman, which closed in 2018 after twenty years at the site, and Sears, which closed in 2014 after having a local presence for nearly seventy years. Furthermore, the food court now sits nearly empty and many smaller retail outlets have closed in the same window.

(e) More than fifty percent (50%) of the residential, commercial, or industrial structures within the Development Area are deteriorating or deteriorated. The County finds that the KYOVA Mall is almost entirely abandoned, with only the KYOVA 10 Movie Theater and Rural King still operating. Inside the structure, water damage is visible in multiple locations, and lack of upkeep has left the unoccupied retail spaces in a deteriorated condition. This existing problem was exacerbated when, due to the lack of occupancy in the majority of the complex, the electricity was shut off to all but the KYOVA 10 and Rural King. Pictures attached to the Development Plan show the deteriorated condition of KYOVA Mall.

(f) There has been substantial abandonment of uses and structures within the Development Area. The County finds that most retail stores left KYOVA Mall gradually, including Sears and Elder Beerman, two of the four anchor stores of the mall. Most of these businesses were never replaced and their storefronts remain vacant. These long-term vacancies have resulted in water leaks, stains, and musty smells throughout the formerly thriving mall. The electricity being turned off is further evidence of a substantial abandonment of the commercial structures of KYOVA Mall.

(g) The area is lacking in terms of the infrastructure needed to support and attract the investment that the planned redevelopment within the Development Area requires. The County finds the infrastructure investment necessary to support redevelopment is large. Repaving the parking lot is absolutely necessary for future development as it currently is rife with potholes of varying sizes across the parking areas. Interior infrastructure is also required for redevelopment, evidenced by water damage throughout the building.

(h) The County finds that the Development Area is not reasonably expected to be developed without public assistance. The County finds the Development Area is not reasonably expected to develop without public assistance including, but not limited to, assistance available under the Act. The public infrastructure improvements and other improvements needed at the site cannot be supported without a public-private partnership and incentives to encourage the redevelopment of the Development Area into productive use.

(i) The County finds that the public benefits of redeveloping the Development Area justify the public costs proposed. The County finds that the public benefits of redeveloping the Development Area justify the public costs involved. It is estimated that providing incentives through the establishment of the Development Area combined with other incentives available has the potential of increasing new investment within the Development Area by over \$56 Million, and create hundreds of new jobs with an estimated gross payroll of \$21 million. The resulting economic impact from the Project will more than offset the incentives recommended through the establishment of the Development Area. In addition, the new capital investment and jobs will encourage new residential and commercial development outside of the Development Area to support the job growth. While the Development Plan recommends the County commit eighty (80%) of the incremental increase in real property taxes and occupational taxes to pay for redevelopment assistance within the Development Area, there will still be a net benefit in new revenues to the County. First of all, the establishment of the Development Area will not impact any existing County tax revenues generated within the Development Area. Finally, the Project will generate other taxes to the County and other taxing districts, including tangible property taxes, insurance premium taxes, etc., which will not be impacted by any pledge of incremental revenues through the establishment by the County of the Development Area.

SECTION 3. Establishment, Name, Boundaries. All that area described in Exhibit A to this Ordinance is located within the County and is hereby established and designated as the "KYOVA Development Area". At the time of the enactment of this Ordinance the Development Area is less than three (3) miles.

SECTION 4. Establishment Date, Commencement Date, Termination Date. The Establishment Date is the effective date of this Ordinance. The Commencement Date of the Development Area is the date of execution of the Local Participation Agreement and the Termination Date shall, in accordance with the term of the pledge in Incremental Revenues in the Local Participation Agreement, shall be exactly thirty (30) years from the Activation Date of the Local Participation Agreement. However, the Termination Date for the Development Area shall in no event be more than forty (40) years from the Establishment Date.

SECTION 5. Adoption of Development Plan. The County hereby adopts the Development Plan attached to this Ordinance as Exhibit C. The County hereby finds and determines that

a public hearing was duly held on February 8, 2022, to solicit public comment on the Development Plan, following publication of notice thereof in accordance with Chapter 424 of the Kentucky Revised Statutes, as amended. It is hereby confirmed that a copy of the Development Plan was filed with offices of the County Judge/Executive, and with the County Clerk of the County prior to the notice of the public hearing being advertised.

SECTION 6. Local Participation Agreement. The County Judge/Executive of the County is hereby authorized and directed to execute, acknowledge and deliver on behalf of the County the Local Participation Agreement which authorizes the pledge eighty percent (80%) of the Incremental Revenues of the County from the Development Area to the payment of Redevelopment Assistance and Project Costs. The form of Local Participation Agreement to be signed by the County on behalf of County, the Agency, the Local Taxing Districts, if any, and the Developer, shall be in substantially the form attached to this Ordinance, 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, as applicable, such Local Participation Agreement by such officials.

SECTION 7. Special Fund. There is hereby established a Special Fund of the County to be known as KYOVA Development Area Tax Increment Fund, which will be maintained by the Agency, into which the County covenants to deposit, and into which County officials are hereby authorized and directed to deposit all Pledged Revenues. The Agency shall maintain the Special Fund unencumbered except for the purposes set forth in Section 8 of this Ordinance. Funds deposited in the Special Fund shall be disbursed in accordance with the Act, this Ordinance, the Local Participation Agreement, and any applicable Tax Incentive Agreement, the Development Plan and related documents to pay for Redevelopment Assistance and Project Costs, within the Development Area.

SECTION 8. Use of Pledged Revenues. Pledged Revenues shall be deposited by the County into the Special Fund created under Section 7 of this Ordinance and shall be used solely to: (a) pay directly for Redevelopment Assistance and Project Costs, in accordance with this Ordinance and the Local Participation Agreement (b) pay debt service and costs of issuance on the Bonds, including Financing Costs, which may be issued by the County to finance Redevelopment Assistance and Project Costs, and (c) for such other purposes as may be determined by the County and Agency and that are appropriate and in compliance with the purposes set forth in this Ordinance, the Local Participation Agreement, the Development Plan and the Act, as the same may be amended from time to time.

SECTION 9. Periodic Accounting / 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 a periodic accounting to the governing body of the County in accordance with the Act and the documents controlling such grant, loan or loan guarantee. The governing body of the County shall be required to review and analyze the progress of the development activity in the Development Area on an annual basis. Such reports shall, at a minimum, include a review of the progress in meeting the stated goals of the Development Area. The County Judge/Executive and other officials of the County and the Agency shall report to the governing body 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 Development Area.

SECTION 10. Designation of Oversight Agency. Pursuant to the Act, the County hereby designates the Agency as the "agency" of the County for purposes of oversight, administration and review responsibility of this Ordinance, the Local Participation Agreement and the Development Area established by this Ordinance. The Agency shall act on behalf of the County in administering the Development Area, entering into development agreements, and other related agreements, with respect to the development of the Development Area and the financing of Redevelopment Assistance and Project Costs, within the 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, 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 of a summary hereof pursuant to KRS Chapter 424.

INTRODUCED, SECONDED AND GIVEN FIRST-READING APPROVAL AT A DULY CONVENED MEETING OF THE FISCAL COURT OF THE COUNTY held on the 11th day of April, 2022.

GIVEN SECOND READING AND ADOPTED AT A DULY CONVENED MEETING OF THE BOARD OF FISCAL COURT OF THE COUNTY, held on the _____ day of _____, 2022, and on the same occasion signed by the County Judge/Executive as evidence of his approval, attested by 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

PUBLISHED: _____, _____, _____

Exhibit A

to Ordinance No. _____

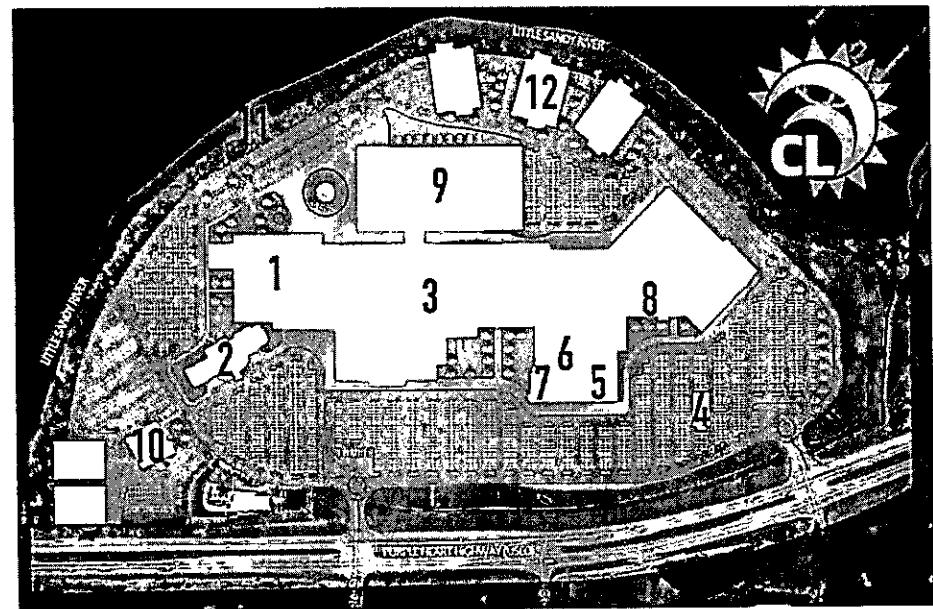
BEGINNING at an iron pin and cap set near a concrete right-of-way monument, in the west right-of-way line of U.S. Route 60 (Reference is hereby made to Deed Book 443, Page 389, in the office of the Boyd County Clerk), at highway station 187+85, 130 feet left of the centerline of said highway and corner to the lands of Troy E. Fairchild (Reference is hereby made to Deed Book 286, Page 431); thence with said right-of-way line South 32 degrees 23 minutes 15 seconds East, 479.01 feet to a point; thence continuing South 23 degrees 36 minutes 44 seconds East, 289.74 feet; South 17 degrees 22 minutes 38 seconds East, 241.63 feet; South 12 degrees 01 minute 54 seconds East, 291.87 feet; South 19 degrees 12 minute 25 seconds East, 50.64 feet; South 10 degrees 07 minutes 00 seconds East, 50.00 feet; South 02 degrees 39 minutes 16 seconds West, 14.00 feet to an iron pin and cap set a corner to Lands of Boyd County Fiscal Court (Pump Station No. 3) (Reference is hereby made to Deed Book 562, Page 179); thence leaving said right-of-way line of U.S. Route 60 and with said Boyd County Fiscal Court Property South 79 degrees 53 minutes 00 seconds West, 85.00 feet to an iron pin and cap set; thence continuing South 10 degrees 07 minutes 00 seconds East, 35.00 feet to an iron pin and cap set; thence North 79 degrees 53 minutes 00 seconds East, 77.07 to an iron pin and cap set in the aforementioned right-of-way line of U.S. Route 60; thence with said right-of-way line South 02 degrees 39 minutes 16 seconds West, 103.92 feet; South 10 degrees 07 minutes 00 seconds East, 158.23 feet; South 10 degrees 07 minutes 00 seconds East, 241.77 feet, to an iron pin and cap set; thence South 17 degrees 42 minutes 41 seconds East, 151.33 feet; South 10 degrees 07 minutes 00 seconds East, 531.00 feet to an iron pin and cap set, a corner to lands of Dr. Herbert Preston (Reference is hereby made to Deed Book 440, Page 880); thence leaving said right-of-way and with the line of Preston South 79 degrees 53 minutes 00 seconds West, 151.00 feet to an iron pin and cap in a small drain; thence continuing South 42 degrees 09 minutes 36 seconds West, (passing through an iron pin and cap set on line at 75.22 feet), 109.86 feet in all to a point in the centerline of the EAST FORK of the Little Sandy River as it existed in December, 1987; thence up stream with the approximate centerline of said river and continuing with the Lands of Preston aforesaid South 8 degrees 24 minutes 28 seconds East, 351.37 feet to a point, a corner to lands of Whayne Supply Company (deed Book 477, Page 582); thence leaving the centerline of said river with the line of Whayne Supply Company, North 80 degrees 57 minutes 09 seconds West, (passing through an iron pin and cap set on line on the west side of said river at 50.00 feet) 993.21 feet in all to an iron pin and cap set a corner to lands of Dewey Cline (old deeds originally called for a stone corner, stone was not found in this survey, due to this area having been disturbed by previous strip mining operations); thence with the lands of Cline aforesaid North 29 degrees 09 minutes 53 seconds West, 210.00 feet to an iron pin and cap set (old deeds originally called a Hickory Tree, the Hickory was not found in this survey due to this area having been disturbed by previous strip mining operations); thence continuing North 28 degrees 18 minutes 53 seconds West, passing thru a 2" iron pipe found on line in a drain, an old tract corner in division of the W.L. Geiger Estate (as shown in Deed Book 12, Page 13, at 782.80 feet, 2059.00 feet in all to a set stone found on the point of a ridge near a fence, a corner to lands of Clarence Barker (Deed Book 440, Page 309); North 69 degrees 11 minutes 27 seconds East, 403.60 feet to an iron pin and cap set; thence continuing North 51 degrees 54 minutes 08 seconds West, 118.93 feet to an iron pin and cap found, a corner to R.C. Jones Company, Inc. (Deed Book 465, Page 292); thence with the lands of Jones North 70 degrees 04 minutes 55 seconds

East, 323.61 feet, to an iron pin and cap found; thence continuing North 21 degrees 07 minutes 39 seconds East, 127.27 feet to an iron pin and cap found; North 11 degrees 42 minutes 50 seconds East, 95.39 feet to an iron pin and cap found; thence North 18 degrees 54 minutes 54 seconds East, passing an iron pin and cap found on line at 210.60 feet on the West side of the East Fork of Little Sandy River, 268.89 feet in all to the centerline of said river; thence with the approximate centerline of said river upstream South 87 degrees 49 minutes 51 seconds East, 132.60 feet; thence continuing South 50 degrees 38 minutes 09 seconds East, 64.91 feet to a corner to lands of Fairchild; thence with the line of Fairchild North 84 degrees 41 minutes 01 seconds East, passing through a 48" diameter Sycamore Tree standing on the East Bank of said river at 42.39 feet; 576.76 feet in all to the Point of Beginning. Please note all calls along centerline of the East Fork of Little Sandy River are for reference only, the centerline of the river is the property line.

LESS AND EXCEPTING so much of the aforesaid property conveyed by deed dated December 27, 1996, of record at Deed Book 604 at Page 32 in the office of the Boyd County Clerk of Kentucky.

BEING the same property conveyed to Reyton Cedar Knoll, LLC by deed dated November 24, 2004 and appearing of record at Deed Book 677, at Page 440, in the office of the Boyd County Clerk of Kentucky.

1. NEKY Convention & Expo Center
2. Hotel & Restaurant
3. Malibu Jack's
4. Proposed Farmer's Market
5. The Cinema at Camp Landing
6. Artsy Fartsy Walk
7. Smokin' J Rib & Brewhouse
8. Backyard Pizza & Raw Bar
9. Cedar Knoll SportsPlex
10. Future Development
11. River Adventure Park
12. Future Development



DRAFT CONCEPTUAL MASTER PLAN

Vote as Follows:

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

First Reading Cannonsburg TIF District Ord.

Motion was made by Keith Watts and Seconded by Randy Stapleton to approve first reading of an Ordinance approving the Cannonsburg TIF District.

ORDINANCE NO. _____

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 11th day of April, 2022.

THE FISCAL COURT OF THE COUNTY OF BOYD, KENTUCKY, held on the ___ day of _____, 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± 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°22'30.9693" North Latitude and 82°42'33.73078" West Longitude, thence continuing with the Tax Increment Financing (TIF) boundary;

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

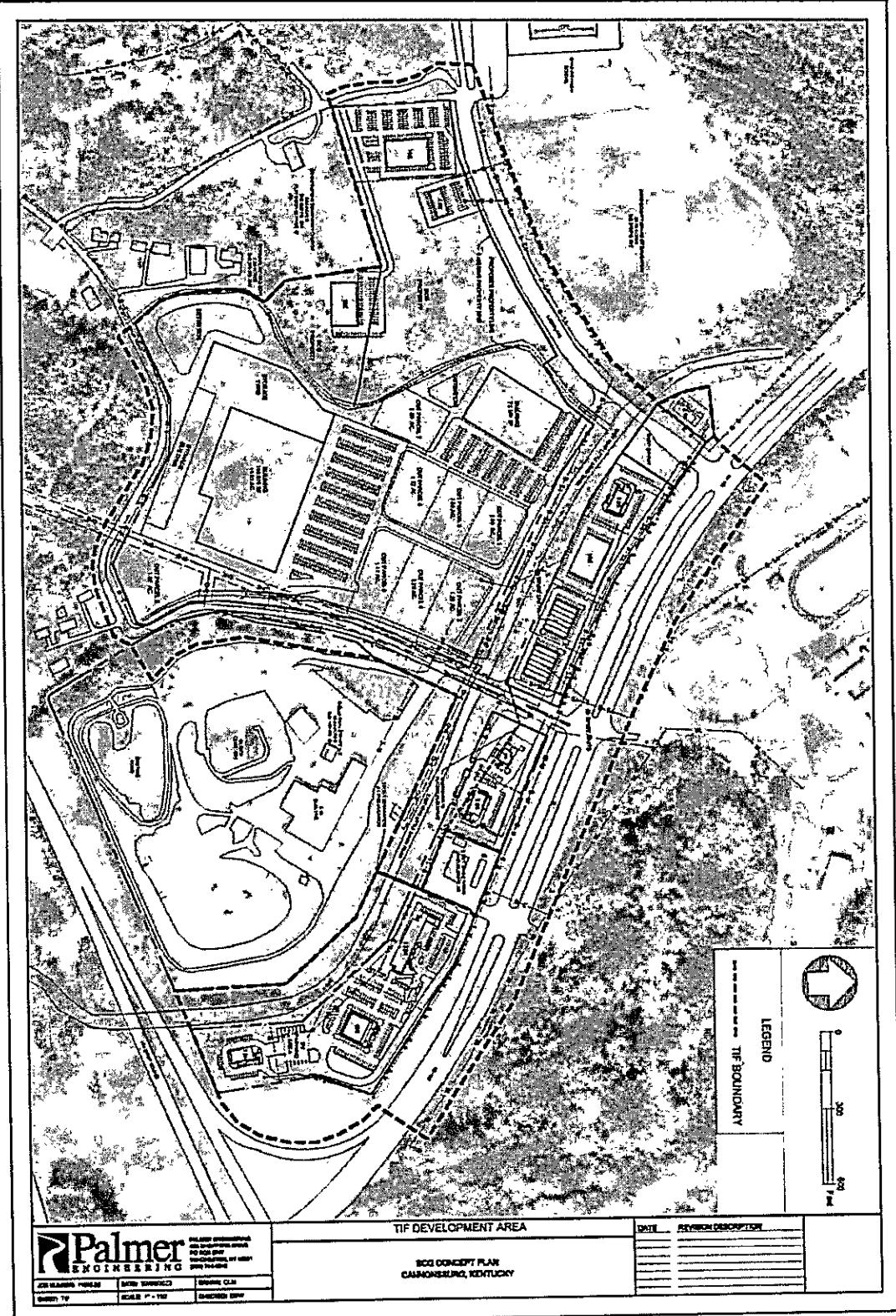
There is a small portion of the land excepted and excluded from the TIF area described above, and being more particularly described as follows:

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

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

Resolution 2022-04 IRB

Motion was made by Keith Watts and seconded by Randy Stapleton to approve Resolution 2022-04, Authorizing the execution of an agreement between the County and BGC Land, LLC relating to the acquisition, construction, equipping and installation of a mixed-use commercial development; agreeing to undertake the issuance of Industrial Building Revenue Bonds.

RESOLUTION NO. 2022-04

A RESOLUTION OF THE FISCAL COURT OF THE COUNTY OF BOYD, KENTUCKY (THE "COUNTY"), AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY AND BCG LAND, LLC (THE "COMPANY") RELATING TO THE ACQUISITION, CONSTRUCTION, EQUIPPING AND INSTALLATION OF A MIXED-USE COMMERCIAL DEVELOPMENT (THE "PROJECT"); AGREEING TO UNDERTAKE THE ISSUANCE OF INDUSTRIAL BUILDING REVENUE BONDS AT THE APPROPRIATE TIME TO PAY THE COSTS OF ACQUIRING, CONSTRUCTING, EQUIPPING AND INSTALLING SAID PROJECT AND FACILITIES; APPROVING AN AGREEMENT IN LIEU OF TAXES WITH THE COMPANY; TAKING OTHER PRELIMINARY ACTION; AND AUTHORIZING THE COUNTY JUDGE/EXECUTIVE TO EXECUTE ANY AND ALL DOCUMENTS IN FURTHERANCE OF THIS RESOLUTION.

WHEREAS, BCG Land, LLC, Inc., a Kentucky limited liability company, or its assigns (the "Company"), proposes the acquisition, construction, equipping and installation of a mixed-use commercial project to be located within the County of Boyd, Kentucky on property located off the I-64 Cannonsburg Exit, (the "Project"), in a downtown business district as designated by the County in accordance with KRS 103.200(i)(n), and in this connection it has been determined that the County may assist the Company by causing the acquisition, construction, equipping and installation of the Project and by entering into at the appropriate time a lease agreement with reference thereto pursuant to authority of Sections 103.200 to 103.285, inclusive, of the Kentucky Revised Statutes (collectively, the "Act"), all in furtherance of the purposes of the Act and the public benefit of the residents and inhabitants of the County; such lease agreement to be upon such terms and conditions as the Act may require and the County may deem advisable; and

WHEREAS, the acquisition, construction, equipping and installation of the Project by the Company will encourage the expansion of commerce in accordance with the public policy of the Commonwealth of Kentucky by promoting the economic development of the Commonwealth of

Kentucky and the County, will relieve conditions of unemployment, will encourage the increase of commerce and will improve the economic welfare of the people of the County; and

WHEREAS, the County is further authorized by the Act to issue bonds, which term under the Act encompasses bonds, variable rate bonds, commercial paper bonds, bond anticipation notes or any other obligations for the payment of money issued by a County, county or other authority pursuant to the Act, for the purpose of defraying the cost of acquiring, constructing, equipping and installing an industrial building or buildings, as defined in the Act; discussions have occurred between representatives of the Company and the County incident to the issuance of industrial building revenue bonds by the County; the County has agreed with the Company to issue such bonds upon compliance by the Company with certain conditions, requirements and obligations, and subject to the approval of the County of the terms of all agreements, ordinances and other documents required incident to said bond issue; and the County has authorized the Company to proceed with the acquisition, construction, equipping and installation of the Project, subject to reimbursement of the costs of the Project from the proceeds of such bonds, when, as and if issued; and

WHEREAS, based upon an estimate of the costs of the Project, the County proposes to issue its industrial building revenue bonds in one or more series as determined by the Company and agreed to by the County in an amount not to exceed One Hundred Million Dollars (\$100,000,000) (the "Bonds") for a term of thirty (30) years, such Bonds to be sold and delivered in one or more series by the County to pay the costs of the Project, together with costs incident to the authorization, sale and issuance of such Bonds, but with such contributions from the Company as may be necessary; and

WHEREAS, the County proposes to enter into at the appropriate time a lease agreement with the Company with respect to the Project, whereby the Company will covenant and agree to pay amounts sufficient to provide for the payment of principal of and premium, if any, and interest on the Bonds, together with all trustee and paying agents' fees in connection with the Bonds as the same become due and payable; the liability of the Company under this instrument or any other instrument related to the issuance of the Bonds shall be limited to its interest in the Project to be financed thereby and no party shall have the right to obtain payment from the Company or from any assets of the Company other than such Project; and

WHEREAS, it is deemed necessary and advisable that a Memorandum of Agreement between the County and the Company be executed setting forth the preliminary agreements of the parties with respect to the acquisition, construction, equipping and installation of the Project, the issuance of the Bonds to defray the costs thereof and the payments to be made by the Company with respect to the Project; and

NOW, THEREFORE, BE IT RESOLVED BY THE FISCAL COURT OF THE COUNTY OF BOYD, KENTUCKY, AS FOLLOWS:

Section 1. It is hereby found, determined and declared that (i) the recitals set forth in the preamble to this Resolution, which are incorporated in this Section by reference, are true and correct; (ii) the total amount of money necessary to be provided by the County for the acquisition, construction, equipping and installation of the Project to be financed by the Bonds, in one or more series of Bonds, will not exceed One Hundred Million Dollars (\$100,000,000); (iii) the Company has represented that it will have sufficient financial resources to acquire, construct, equip and install the Project and to place it in operation and to continue to operate, maintain and insure the Project throughout the term of the Bond issue, meeting when due the

obligations of the proposed lease agreement; and (iv) sufficient safeguards will be provided by the lease agreement to insure that all money provided by the County from the proceeds of the sale of the Bonds will be expended by way of direct expenditure or reimbursement, solely and only for the purposes of the Project.

Section 2. It is hereby found, determined and declared that the cost of acquiring, constructing, equipping and installing the Project will be paid out of the proceeds of the Bonds and such contributions of the Company as may be necessary to complete the Project as defined in the lease agreement to be executed by and between the County and the Company at the appropriate time pursuant to the Act; **THAT NONE OF THE BONDS WILL BE GENERAL OBLIGATIONS OF THE COUNTY; THAT NEITHER THE BONDS NOR THE INTEREST THEREON SHALL CONSTITUTE OR GIVE RISE TO ANY INDEBTEDNESS OF THE COUNTY OR ANY CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER, BUT THAT THE BONDS AND THE PAYMENT OF INTEREST THEREON SHALL BE SECURED AND PAYABLE SOLELY AND ONLY BY A PLEDGE OF AMOUNTS TO BE PAID BY THE COMPANY UNDER SUCH LEASE AGREEMENT; AND THAT NO PART OF SAID COSTS WILL BE PAYABLE OUT OF ANY GENERAL FUNDS, REVENUES, ASSETS, PROPERTIES OR OTHER CONTRIBUTIONS OF THE COUNTY.**

Section 3. In order to induce the acquisition, construction, equipping and installation of the Project in the County with the resultant public benefits which will flow therefrom, it is deemed necessary and advisable that the Memorandum of Agreement hereinafter referred to be approved and executed for and on behalf of the County. Accordingly, the Memorandum of Agreement, with the attached Agreement In Lieu of Taxes (the "Pilot Agreement"), by and

between the Company and the County substantially in the form and with the contents set forth in EXHIBIT A attached hereto and incorporated herein by reference and the Pilot Agreement are hereby approved and the County Judge/Executive is hereby authorized and directed to execute and deliver said Memorandum of Agreement and the Pilot Agreement.

Section 4. Inasmuch as the Project is to be acquired, constructed, equipped and installed in order to conform to the requirements of the Company, so that the Company may provide additional housing, economic development and employment to citizens and residents of the local community, and inasmuch as the Company is able to plan, acquire, construct, equip and install the Project and possesses more expertise in such matters, it is hereby found, determined and declared that acquisition, construction, equipping and installation of the Project should be undertaken or caused to be undertaken by the Company. Accordingly, the Company is hereby authorized to formulate and develop plans for the acquisition, construction, equipping and installation of the Project and to enter into such contracts and undertakings as may be required for the acquisition, construction, equipping and installation of the Project. Reimbursements made to the Company after the receipt of the proceeds of the sale of the proposed Bond issue by the County shall be subject to the certifications by qualified persons to be designated by the Company as specified in the lease agreement to be entered into by the County and the Company at the appropriate time pursuant to the Act.

Section 5. This Resolution and the Memorandum of Agreement approved hereby constitute the present official intent of the County to issue the Bonds at a later date.

Section 6. Keating Muething & Klekamp PLL, Cincinnati, Ohio, is hereby approved as local Bond Counsel. Local Bond Counsel is authorized and directed to take any legal action

necessary or appropriate in connection with the issuance of the Bonds. The County Attorney is authorized and directed to assist Local Bond Counsel in any appropriate manner.

Section 7. No County funds shall be expended on the Project, except such as are derived from Bond proceeds. Any out of pocket expenses to the County related to the issuance of the Bonds shall be paid by the Company, including, but not limited to, any separate County special counsel fees incurred by the County in reviewing the Bonds and related closing documents.

Section 8. To the extent any resolution, ordinance or part thereof is in conflict, the provisions of this Resolution shall prevail and be given effect.

Section 9. The County Judge/Executive and other officials of the County are hereby authorized to execute any and all documents to implement and effectuate the intent of this Resolution, including, but not limited to, executing the application to the State Local Debt Officer for the approval to issue Bonds for the Project.

Section 9. This Resolution shall be in full force and effect from and after its adoption as provided by law.

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INTRODUCED, SECONDED, READ AND ADOPTED AT A DULY CONVENED
MEETING OF THE FISCAL COURT OF THE COUNTY OF BOYD, KENTUCKY, held on
the 11th day of April, 2022, on the same occasion signed in open session by
the County Judge/Executive as evidence of his approval, attested under seal by the County Clerk,
ordered to be filed and recorded as required by law, and declared to be in full force and effect
according to law.



COUNTY JUDGE/EXECUTIVE

ATTEST:

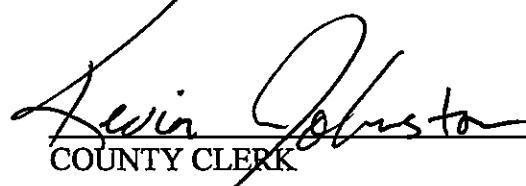


COUNTY CLERK

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of Somerset, Kentucky, and as such County Clerk, I further certify that the foregoing is a true, correct and complete copy of Resolution No. 2022-04, duly adopted by the Fiscal Court of said County at a duly convened meeting held on the 11th day of April, 2022, signed by the County Judge/Executive, duly filed and recorded in my office, all as appears from the official records of said County in my possession and under my control.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County this 11th day of April, 2022,



Lewis Johnston
COUNTY CLERK

(SEAL)

EXHIBIT A

MEMORANDUM OF AGREEMENT REGARDING ISSUANCE OF INDUSTRIAL BUILDING REVENUE BONDS

This MEMORANDUM OF AGREEMENT REGARDING ISSUANCE OF INDUSTRIAL BUILDING REVENUE BONDS, by and between the COUNTY OF BOYD, KENTUCKY (the "County") and BCG Land, LLC, a Kentucky limited liability company, authorized to do business in the Commonwealth of Kentucky, or its assigns (the "Company").

WITNESSETH:

1. Preliminary Statement. Among the facts and circumstances which have resulted in the execution of this Memorandum of Agreement by and between the parties are the following:

(a) The Company is desirous of acquiring, constructing, equipping and installing a mixed-use commercial project, as represented to the County, which has been approved the County, and will be located off the I-64 Cannonsburg Exit in the County of Boyd, Kentucky (the "Project").

(b) The Project proposed to be acquired, constructed, equipped and installed for use by the Company will constitute an "industrial building" within the meaning of Section 103.200 of the Kentucky Revised Statutes.

(c) The Company is initiating the development of plans, specifications and designs for the Project and has entered into discussions with the County with respect to the financing thereof. The Company estimates that the aggregate cost of the Project will not exceed ONE HUNDRED MILLION DOLLARS (\$100,000,000), including financing costs.

(d) The County is authorized and empowered by the provisions of Sections 103.200 to 103.285, inclusive, of the Kentucky Revised Statutes (collectively, the "Act") to issue bonds, which term under the Act encompasses bonds, notes, variable rate bonds, commercial paper bonds, bond anticipation notes or any other obligations for the payment of money issued by a County, county or other authority pursuant to the Act, for the purpose of defraying the costs of acquiring, constructing, equipping and installing an industrial building or buildings, as defined in the Act, in order to promote the economic development of the Commonwealth and the establishment, retention or expansion of industry. The County is empowered, with respect to such industrial building facilities so acquired, constructed, equipped and installed, to enter into at the appropriate time a lease agreement with a concern such as the Company providing for such payments by the Company and such other terms and conditions as the County may deem advisable.

(e) The purposes of the Act, inter alia, are to promote the economic development of the Commonwealth of Kentucky, to relieve conditions of unemployment, to promote reconversion to a peacetime economy, to aid in the rehabilitation of returning veterans,

to encourage the increase of industry in Kentucky, and to aid in the retention of existing industry by certain described means. In furtherance of such purposes the County, at the request of the Company, proposes to cause to be acquired, constructed, equipped and installed the Project for the Company's use in connection with the operations of the Company in the County. The County intends to finance the Project and to enter into at the appropriate time a lease agreement with the Company pursuant to the provisions of the Act with respect to the Project.

(f) The Company is ready, willing and able to cause initial acquisition, construction, equipping and installation of the Project to be undertaken, but has been advised by counsel that in order to warrant the issuance of industrial building revenue bonds by the County it is necessary that official action be taken by the County approving the Project and agreeing to issue at the appropriate time industrial building revenue bonds to finance the costs of acquisition, construction, equipping and installation of the Project.

(i) Representatives of the County have indicated the willingness of the County to proceed with and to carry out such industrial building revenue bond financing in order to effectuate the purposes of the Act and have advised the Company that, subject to due compliance with all requirements of law and the obtaining of all necessary consents and approvals required by law, and to the happening of all acts, conditions and things required precedent to such financing, including satisfaction of all requirements of the County, the County, by virtue of authority of the Act, will issue and sell its industrial building revenue bonds in one or more series as determined by the Company and agreed to by the County in an amount not to exceed ONE HUNDRED MILLION DOLLARS (\$100,000,000) for a term of thirty (30) years (the "Bonds").

(g) The County considers and determines that the acquisition, construction, equipping and installation of the Project, and the execution of a lease agreement with the Company at the appropriate time with reference to the Project, will promote and further the purposes of the Act.

(h) Pursuant to KRS 103.232(l), the Company has requested and hereby requests that the sale of the Bonds by the County be made upon a negotiated basis in a manner to be determined by the Company.

(i) The County had determined that the Project is located within a business district as designated by the County in accordance with KRS 103.200(1)(n).

(j) That the County and Company acknowledge that the commitment of the County to issue the Bonds, shall be conditioned upon an annual payment in lieu of taxes ("PILOT Payment") to be made in accordance with the Agreement In Lieu of Taxes attached as Exhibit A.

2. Representations and Undertakings on the Part of the Company. The Company represents, undertakes, covenants and agrees as follows:

(a) That the Company intends to utilize the Project, or cause the Project to be utilized, at all times during the term of the lease agreement to be entered into at the appropriate

time by and between the County and the Company with reference to the Project for the purposes hereinbefore indicated;

- (b) That the Project will tend to relieve conditions of unemployment;
- (c) That the Company will cause contracts to be entered into for, or will otherwise provide for, the acquisition, construction, equipping and installation of the Project;
- (d) That prior to or contemporaneously with the delivery of the Bonds the Company will enter into a lease agreement with the County under the terms of which the Company will obligate itself to undertake and to complete the acquisition, construction, equipping and installation of the Project and to pay to the County sums sufficient in the aggregate to pay the principal of, interest on, and premium, if any, on the Bonds as and when the Bonds shall become due and payable, such lease agreement to contain such other provisions as shall be agreed upon by the County and the Company; and
- (e) The Company will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it or the County may deem appropriate in pursuance thereof.

3. Undertaking on the Part of the County. Subject to the fulfillment of the several conditions herein stated, the County agrees as follows:

- (a) That it will at the appropriate time authorize or cause to be authorized the issuance and sale of the Bonds pursuant to the terms of the Act as then in force in an aggregate principal amount not to exceed ONE HUNDRED MILLION DOLLARS (\$100,000,000), or such other aggregate principal amount as shall be sufficient to pay the costs of the Project and related costs when actually determined;
- (b) That it will adopt or cause to be adopted such proceedings and authorize the execution of such documents as may be necessary or acceptable for (i) the authorization, issuance and sale of the Bonds, (ii) the acquisition, construction, equipping and installation of the Project, (iii) providing for the payment of principal of and interest on the Bonds by the lease agreement with the Company pursuant to the Act, all as shall be authorized by the Act and upon terms which shall be mutually satisfactory to the County and the Company;
- (c) That the aggregate basic payments stipulated to be made by the Company under the lease agreement with the County with reference to the Project shall be at least sufficient (in addition to covenants of the Company to properly operate, maintain and insure the Project) to pay the principal of, interest on and redemption premium, if any, on all of the Bonds as and when the same become due and payable, whether at maturity or prior redemption or upon any acceleration of payment of principal as provided in the Bond proceedings; and
- (d) That it will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings as it may deem appropriate.

4. General Provisions.

(a) The Company has requested that the sale of the Bonds be negotiated in the manner permitted by statute and that the terms of the sale be subject to approval by the Company.

(b) All commitments of the County and the Company pursuant to this Memorandum of Agreement are subject to the condition that on or before eighteen months from the date hereof or such later date as shall be agreed upon by the County and the Company, the County and the Company shall have agreed to mutually acceptable terms and conditions with respect to the lease agreement referred to in this Memorandum of Agreement and the details of the industrial building revenue bond financing.

(c) If the event set forth in (b) of this paragraph does not take place within the time set forth therein, or any agreed extension thereof, and the Bonds are not issued within such time, the Company agrees that it will reimburse the County for all reasonable and necessary direct out-of-pocket expenses which the County may incur at the Company's request arising from the execution of this Agreement, and the performance by the County of its obligations hereunder shall thereupon terminate.

(d) This Memorandum of Agreement and the Resolution approving this Memorandum of Agreement constitute the present official intent of the County to issue the Bonds at a later date.

(e) **NONE OF THE BONDS WILL BE GENERAL OBLIGATIONS OF THE COUNTY AND NEITHER THE BONDS NOR THE INTEREST THEREON SHALL CONSTITUTE OR GIVE RISE TO ANY INDEBTEDNESS OF THE COUNTY OR ANY CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE BONDS AND THE PAYMENT OF INTEREST THEREON SHALL BE SECURED AND PAYABLE SOLELY AND ONLY BY A PLEDGE OF AMOUNTS TO BE PAID BY THE COMPANY UNDER ANY LEASE AGREEMENT WITH THE COUNTY AS REQUIRED BY THE ACT. NO PART OF THE COSTS OF ACQUIRING, CONSTRUCTING, EQUIPPING AND INSTALLING THE PROJECT WILL BE PAYABLE OUT OF ANY GENERAL FUNDS, REVENUES, ASSETS, PROPERTIES OR OTHER CONTRIBUTIONS OF THE COUNTY.**

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IN WITNESS WHEREOF, the parties hereto have entered into this Memorandum of Agreement by their officers thereunto duly authorized as of the 11th day of April, 2022.

COUNTY OF BOYD, KENTUCKY

BY: 
County Judge/Executive

BCG LAND, LLC, a Kentucky limited liability company

BY: _____
TITLE: _____

AGREEMENT IN LIEU OF TAXES

This Agreement In Lieu of Taxes (this "Agreement") is made effective as of the 11th day of April, 2022, by and among the County of Boyd, Kentucky (the "County"), the Boyd County School District (the "School District") and BCG Land, LLC a Kentucky limited liability company, and its successors, assigns and/or transferees (the "Developer"); (the aforementioned are together referred to as the "Parties"):

WITNESSETH

WHEREAS, the Developer has or will acquire property in the County of Boyd, Kentucky, located off the I-64 Cannonsburg Exit (as more particularly described in Exhibit A hereto, collectively, the "Property"), and plans to develop the Property as a mixed-use commercial development that is anticipated to include a hotel, retail and restaurant uses, together with related site amenities (the "Project"); and

WHEREAS, the County has agreed to (i) issue Industrial Building Revenue Bonds (the "Bonds") to finance the acquisition and construction of the Project, (ii) accept title to the Property and enter into a Lease Agreement with the Developer for the Property (the "Lease Agreement"), and (iii) in conjunction with the foregoing, enter into this Agreement to memorialize the Developer's obligation to make payments in lieu of taxes ("PILOT Payments") with respect to the Property to the County, and other local taxing districts in the County of Boyd, Kentucky, that have taxing jurisdiction over the Property (the "Local Taxing Districts") in the amounts set forth herein; and

WHEREAS, the Developer and the County will enter into an Inducement Contract, wherein the County agrees to authorize, issue, and sell the Bonds in an amount specified

therein, pursuant to KRS 103.200 through 103.285, to finance the acquisition and construction of the Project; and

WHEREAS, the Bonds will be issued, subject to the terms of a Trust Indenture executed at the time of the issuance and delivery of the Bonds (the "Trust Indenture") which Trust Indenture shall appoint a trustee (the "Trustee") for the administration thereof; and

WHEREAS, the economic incentive to the Developer, by virtue of the issuance of the Bonds and the execution of the Lease Agreement, is the abatement of real property *ad valorem* taxes with respect to the Property; and

WHEREAS, it is understood by the Parties that the Boyd County Property Valuation Administrator (the "PVA") is responsible for establishing assessed value of real property within Boyd County, Kentucky, for the purpose of imposing real property *ad valorem* taxes; and

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the Parties hereto agree as follows:

1. Recitals. The Parties hereafter confirm and affirm the accuracy of the Recitals contained above and those contained herein.

2. Valuation of Property. That the valuation of the Property shall be the fair cash value for the Property as determined by the PVA, which shall be set and adjusted in accordance with the PVA's standard practices as the Project is developed. The tax rates for use in calculating PILOT Payments for the term of this Agreement will be the actual real property *ad valorem* tax rates for the County, the Health District, the Library District, the Ambulance District and the Extension District (collectively the "Local Taxing Districts")

and the School District in effect for each respective year the Bonds are outstanding. It is understood that the valuation of the Property may change over time as determined by the PVA.

3. Commencement of Obligations. The obligation to make PILOT Payments will commence on November 30th the year after the date the Bonds are issued, and shall be due each November 30th thereafter during the term of the Bonds, and shall be the obligation of the Developer.

4. Issuance of Bonds/Tax Abatement. Upon the issuance of the Bonds, the transfer of the Property and the execution of the Lease Agreement, the Property will be exempt from local real property *ad valorem* taxes pursuant to the provisions of Section 103.285 of the Kentucky Revised Statutes, but shall be subject to the PILOT Payments as set forth in this Agreement. The term of the exemption from real property *ad valorem* taxes with respect to the Property shall be the earlier of (i) the termination of the Lease Agreement, (ii) thirty (30) years from the date the Bonds are issued, or (iii) the date the Bonds are fully paid or defeased (the "Exemption Termination Date").

5. Obligation to Make PILOT Payments. During the term of the Bonds the Developer shall make the following PILOT Payments:

- a. The Developer shall make annual PILOT Payments to the County, based on a pilot tax bill prepared by the County, in an amount equal to twenty percent (20%) of the amount the Local Taxing Districts would have received from the Property based on the value of the Property as determined by the PVA over \$555,500, but for the issuance of the Bonds, based on their respective real property *ad valorem* tax rates; plus an amount equal to one

hundred percent (100%) of the amount the Local Taxing Districts would have received based on the taxable value of the Property in calendar year 2021 of \$555,500. Following the receipt of payment of the Pilot Payments from the Developer, the County shall within thirty (30) days of receipt distribute the Pilot Payments to the respective Local Taxing Districts, based on their respective share of the Pilot Payments in proportion to their respective tax rates.

- b. The Developer shall make annual PILOT Payments to the School District, based on a pilot tax bill prepared by the School District, in an amount equal fifty percent (50%) of the amount the School District would have received based on the value of the Property as determined by the PVA over \$555,500, but for the issuance of the Bonds, based on the its real property *ad valorem* tax rate; plus an amount equal to one hundred percent (100%) of the amount the School District would have received based on the taxable value of the Property in calendar year 2021 of \$555,500.

6. Real Property Ad Valorem Taxes After Bonds Maturity. Upon the Exemption Termination Date, the County shall convey the Property to the Developer (or its assignees or transferees), and the real property *ad valorem* tax exemption shall cease, and the Local Taxing Districts, shall receive one hundred (100%) of the real property *ad valorem* taxes with respect to the Property at the tax rates established each year in accordance with the assessment for the Property as determined by the PVA.

7. Other Taxes. Other than the real property *ad valorem* taxes discussed herein, this Agreement does not affect or apply to any other taxes or fees that may be

owed by the Developer (or its assignees or transferees) to the Local Taxing Districts and the School District. The Developer acknowledges that this Agreement will not be inconsistent with or will not conflict with any bond placement agreement, any financing agreement, the Trust Indenture, or the Lease Agreement executed or to be executed in connection with the Bonds (collectively, the "Bond Documents"), and to the extent that this Agreement is inconsistent or in conflict with the Bond Documents, the terms and language of this Agreement shall control over the Bond Documents.

8. Term of Bonds. It is further understood by the Parties that the final maturity date of the Bonds shall not exceed thirty (30) years from their date of issuance.

9. Notices.

All notices sent to the Developer shall be sent to:

BCG Land, LLC
3060 Harrodsburg Road, Suite 200
Lexington, Kentucky 40503
Attn: Stanton L. Cave

All notices sent to the County shall be sent to:

County of Boyd, Kentucky
2800 Louisa Street
Catlettsburg, Kentucky 41129
Attn: County Judge/Executive

All notices sent to the School District shall be sent to:

Boyd County Board of Education
1104 Bob McCullough Drive
Ashland, Kentucky 41102
Attn: Superintendent

10. Modification and Assignment. This Agreement may not be changed orally, but only by an agreement in writing executed by the Parties. So long as the Developer is

not in default with any provisions of this Agreement, the Bond Documents or other agreements with the County, the Developer may assign its rights and obligations under this Agreement to a third-party purchaser(s) of the Property, a lender that may provide financing for the Project, or to an entity controlled by the Developer that may be formed to undertake all or part of the Project.

11. Effect of Bankruptcy. In the event that the Developer, its assigns or transferees shall file a voluntary action seeking relief under applicable bankruptcy laws, or have an involuntary action filed against it seeking such relief, then and in that event, it is agreed that all payments required by this Agreement shall be treated the same as if they were *ad valorem* taxes under applicable Kentucky law, giving said payments and obligations preference over all other secured and unsecured creditors.

12. Delinquent Payments. PILOT Payments not paid when due shall be subject to interest and penalty to the same extent as regular real property *ad valorem* taxes to the County.

13. Legally Binding. This Agreement is legally binding upon the County and the Developer and its assigns and transferees.

14. Governing Law and Jurisdiction. The Parties agree that this Agreement is governed by the laws of the Commonwealth of Kentucky. Any action taken by the Parties or Trustee to enforce or seek relief from the terms and conditions of this Agreement shall be brought in Boyd Circuit Court.

15. Entire Agreement. This Agreement contains the entire agreement of the Parties hereto in respect to the transaction contemplated hereby and all prior agreements, whether oral or written, are superseded hereby.

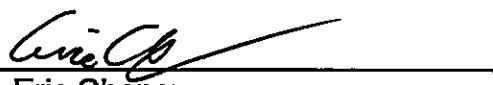
16. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid, but if any provision herein shall be deemed to be invalid such provision shall be ineffective to the extent of such invalidity without invalidating the remainder of the provisions contained in this Agreement.

17. Authorization. The Parties hereto represent that each is duly authorized and empowered to enter into this Agreement.

18. Counterparts. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original.

Signature Page to Agreement In Lieu of Taxes

COUNTY OF BOYD, KENTUCKY

By: 
Eric Chaney
County Judge/Executive

BOYD COUNTY SCHOOL DISTRICT

By: _____
Its: _____

**BCG Land, LLC, a
Kentucky limited liability company**

By: _____
Its: _____

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°29'01" West 197.43 feet to a point, thence;
North 64°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 113.315± 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 111.980± Acres of land.

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

Nature Based Engineering Solutions

Motion was made by Keith Watts and seconded by Randy Stapleton to approve permission to move forward with a Request for Qualifications for Nature Based Engineering Solutions.

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

Motion was made by Keith Watts and seconded by Randy Stapleton to approve permission to move forward with a Request for Qualifications for a watershed plan for which the court will pay out of pocket, initially.

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

Motion was made by Keith Watts and Seconded by Randy Stapleton to approve permission to move forward with a Request for Qualifications for Engineering for road slips damaged by federal disasters.

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

Request to rebid rail and cribbing

Motion was made by Randy Stapleton and Seconded by Keith Watts to request rebids for rail and cribbing due to price increases.

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

Standard Method of Repair

Motion was made by Larry Brown and Seconded by Keith Watts to develop a Standard Method of Repair and Maintenance regarding road slips and repair.

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

At this time Judge Eric Chaney called a brief recess

Court was called back to order at 1:51

Vinyl Sign Machine

Motion was made by Keith Watts and Seconded by Randy Stapleton to approve the purchase of a vinyl sign machine for the Road Dept.

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

ACME Auto Lease Agreement

Motion was made by Keith Watts and seconded by Randy Stapleton to approve a 12-month lease agreement with ACME Auto Leasing for undercover drug cars.

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

Resolution 2022-06

Motion was made by Larry Brown and Seconded by Keith Watts to declare April Fair Housing Month.

Resolution begins on following page

FAIR HOUSING RESOLUTION

2022-06

LET IT BE KNOWN TO ALL PERSONS of Boyd County that discrimination in the sale, lease, advertisement or financing of housing, or in the provision of real estate brokerage services, because of race, color, religion, national origin, sex, handicap or familial status, is prohibited by Title VIII of the Civil Rights Act of 1968 (Federal Fair Housing Law) and the Fair Housing Amendments Act of 1988. Furthermore, it is the policy of **Boyd County** to implement programs to ensure equal opportunity in housing for all persons regardless of race, color, religion, national origin, sex, handicap or familial status. Therefore, **Boyd County** does hereby pass the following Resolution.

BE IT RESOLVED that within the available resources of the Boyd County, all persons who feel that they have been discriminated against in any housing or real estate purchase, conveyance or transaction because of race, color, religion, national origin, sex, handicap or familial status, will be assisted to seek equity under federal and state laws by filing a complaint with the Atlanta Office of Regional Fair Housing and Equal Opportunity or the U.S. Department of Housing and Urban Development.

BE IT FURTHER RESOLVED that **Boyd County** shall publicize this Resolution and through this announcement Boyd County shall cause owners of real estate, builders, developers, and mortgage lenders to become aware of their respective responsibilities and rights under Federal Fair Housing legislation, and all other applicable state or local laws or ordinances.

SAID PROGRAM SHALL AT A MINIMUM include, but shall not be limited to: (1) the publicizing of this policy and other applicable fair housing information, as well as distribution to community organizations, and businesses engaged in the sale, lease, financing, or development of housing; and (2) the distribution of posters, flyers, and any other means which will bring to the attention of those affected the knowledge of their respective responsibilities and rights concerning equal opportunity in housing.

READ AND ADOPTED this the 11th day of April 2022

SEAL



Witness, Title

Kevin Johnston
Boyd County Clerk

Boyd County Fiscal Court



Eric Chaney
Boyd County Judge Exec

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

Mural in Downtown Catlettsburg

Motion was made by Keith Watts and Seconded by Larry Brown to move forward with hiring Madelyn Tipton for a Mural to be placed on the side of the Child Support Office, across from the Courthouse, in Catlettsburg.

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

Personnel

Motion was made by Keith Watts and seconded by Larry Brown to hire Levi Garred as a Full-time employee for the Parks Department.

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

Motion was made by Keith Watts and seconded by Randy Stapleton to hire Trevor Mullins as a Full-time employee for the Parks Department.

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

Motion was made by Keith Watts and seconded by Randy Stapleton to hire Brandon Kitchen as a Full-time employee for the Road Department.

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

Motion was made by Larry Brown and seconded by Keith Watts to approve hiring 6 seasonal employees at a rate of \$10/hr.

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

Merit Board

Motion was made by Larry Brown and Seconded by Randy Stapleton to appoint Ed Radjunas to the Merit Board.

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

National Public Safety Telecommunications Week

Motion was made by Keith Watts and seconded by Larry Brown to declare National Public Safety Telecommunications Week

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 in honor of former County Clerk Doris Hollan.

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

Eric Chaney, County Judge Executive