

Woodford County Fiscal Court

AMENDED AGENDA

Regular Meeting 2nd Floor Court Room Tuesday, March 10, 2026 at 5:30 PM

1. Call To Order And Roll Call

2. Invocation And Pledge

3. Good Of The County

4. Public Comment

5. Approval Of Minutes

Documents:

[MINUTES FEBRUARY 24, 2026.PDF](#)

6. Committee Reports

6.a. Budget And Finance Committee

7. Reports

7.a. Run/Walk Event Requests

- 22nd Annual Heart and Sole

- Diaper Dash

Documents:

[EVENT REQUEST - 22ND ANNUAL HEART AND SOLE.PDF](#)
[EVENT REQUEST - DIAPER DASH.PDF](#)

7.b. Treasurer

7.c. County Clerk

- Bid for Digitization Grant

Documents:

[CC-ONSITE DIGITIZATION BOOK LEVEL INDEXING.PDF](#)

7.d. Emergency Management

- EWP Buyout Program Required Environmental Assessments

- GRANT Grant Agreement

- Microsoft Renewal

Documents:

[EWP DATABASE SEARCHES - WOODFORD COUNTY 2026_03_03.PDF](#)
[MICROSOFT RENEWAL 03-05-2026.PDF](#)
[WOODFORD COUNTY \(EMERGENCY WATERSHED PROTECTION BUYOUTS PROGRAM\) GRANT AGREEMENT \(002\).PDF](#)
[WOODFORD COUNTY FISCAL COURT APPROVAL LETTER \(002\).PDF](#)

7.e. GIS

- Road Name at County Park

8. General Orders And Unfinished Business

8.a. Claims

Documents:

[3-10-2026 BILL LIST.PDF](#)
[3-10-26 BILL LIST \(ASSET FORFEITURE ACCOUNT\).PDF](#)
[3-10-26 BILL \(ASSET FORFEITURE ACCOUNT\).PDF](#)

8.b. Transfers

Documents:

[3-10-2026 TRANSFER LIST.PDF](#)

8.c. Personnel Order

8.d. Additional Article VII Revisions - Farmland Preservation

8.e. Big Sink Sidewalk Project Update

- ROW Supplemental Agreement

- Resolution 2026-04

Documents:

[BIG SINK - 07-3037 WOODFORD CFC RD- SUPPLEMENTAL AGREEMENT 2.PDF](#)
[BIG SINK ROW RESOLUTION NO 2026-04.PDF](#)

9. New Business

9.a. Coroner's Office

- Surplus Electronic Waste

Documents:

[CR SURPLUS - COPIER.PDF](#)

9.b. Interlocal Agreement With The City Of Versailles

Documents:

CITY OF VERSAILLES - INTERLOCAL AGREEMENT WITH WOODFORD
COUNTY - 2026(67287649.1).PDF
WOODFORD COUNTY - ORDINANCE - COUNTY OF WOODFORD_
KENTUCKY - INTERLOCAL AGREEMENT(67408842.1).PDF

10. Announcements

- 10.a. Magistrates
- 10.b. Judge/Executive
- 10.c. County Attorney

11. Adjournment

This agenda is subject to change. Public attendance is welcome. All meetings are livestreamed to the Woodford County, Kentucky [Facebook page](#) and [YouTube channel](#).

FISCAL COURT REGULAR MEETING: Woodford County Courthouse
Tuesday, February 24, 2026, at 5:30 p.m.

PRESIDING: James Kay, Woodford County Judge/Executive

PRESENT: Magistrates Liles Taylor, John Gentry, Darrell Varner, Kelly Carl, William Downey via Zoom, Larry Blackford, Mary Ann Gill, and Jackie Brown

Judge/Executive Kay opened with a moment of silence in memory and honor of Patsy Saunders, Bob Higgins and Johnny Wilcox.

GOOD OF THE COUNTY

The Fiscal Court recognized Sammy Weese, Middle School Kentucky State Champion for Indoor Track and Field in Pole-vault. Weese set a new personal record of 9.5'.

APPROVAL OF MINUTES

Judge/Executive Kay called for any additions, corrections, or amendments to the minutes for the Regular Meeting of February 10, 2026. Hearing none, these minutes stood approved as presented.

COMMITTEE REPORTS

The Personnel Committee met prior to the Regular Meeting, February 24, 2026, with all members in attendance. The committee discussed the process for filling the Woodford County Road Supervisor position. The committee recommended extending the application deadline for the position through Friday.

Extended Application Submission Period for Road Supervisor Position

1. A motion was made by Kelly Carl and seconded by John Gentry to extend the application period for the Road Supervisor position to Friday, February 27, 2026, as recommended by the Personnel Committee.

VOTING AYE: All Present

MOTION CARRIED

Personnel Order

2. A motion was made by John Gentry and seconded by Mary Ann Gill to approve the personnel order as presented. (**Attachment**)

VOTING AYE: All Present

MOTION CARRIED

Immediately following the Personnel Committee meeting, the Budget and Finance Committee met. The committee reviewed the updated Fiscal Year 2026–2027 budget timeline, received the GIS draft budget, and considered additional budget requests from outside agencies. The committee also reviewed a \$17,550 expenditure request from the Maintenance Department for installation of an automatic gate by Ead's Fence Company at the entrance to the Woodford County Road Department, which was unanimously recommended for approval to the full Fiscal Court.

The court was informed that an Emergency Basic Needs resolution, which was included in the current Fiscal Year 2025–2026 budget, will be considered. The committee will also begin the process of opening the Woodford County Young and New Farmer Grants at the next Budget and Finance Committee meeting.

Automatic Gate and Opener – Road Department

3. A motion was made by Jackie Brown and seconded by Kelly Carl to approve the estimate from Ead’s Fence Co. Inc, in the amount of \$17,550 for the installation of an automatic gate at the entrance of the Road Department building as presented and recommended by the Budget and Finance Committee. **(Attachment)**

VOTING AYE: All Present

MOTION CARRIED

REPORTS

Solid Waste and Recycling – 2025 Annual Report

4. A motion was made by Larry Blackford and seconded by Jackie Brown to approve the Solid Waste Management Area Annual Report for the year 2025 and to authorize the Judge/Executive to sign any and all documents related thereto. **(Attachment)**

VOTING AYE: All Present

MOTION CARRIED

Treasurer, Melody Traugott – Treasurer Traugott provided a report of the financial status through February 20, 2026, with a total cash amount of \$19,958,685.27, less ARPA restricted funds of \$3,642,982.71, less Sheriff asset forfeiture funds of \$625,167.58, less County Clerk storage fees of \$33,374.78, less opioid settlement funds of \$405,558.64, less payroll \$419,322.00 leaving an adjusted money market checking account balance of \$14,832,279.56.

Run/Walk/Cycling Event Requests - The court was informed that cycling events, including the Kentucky Senior Games cycling event, do not require formal approval from Fiscal Court since cycling is permitted on all roadways. The organizers were thanked for appearing before the court and coordinating with the Sheriff’s Office and the Versailles Police Department. With no objections from the court, the event will move forward as planned.

5. A motion was made by Liles Taylor and seconded by Mary Ann Gill to approve the Back the Track event in Woodford County on August 14, 2026, as presented. **(Attachment)**

VOTING AYE: All Present

MOTION CARRIED

Emergency Management Director, Drew Chandler - The court previously approved a resolution authorizing application for a matching grant through the Cabinet for Economic Development to support the USDA Emergency Watershed Protection buyout project. Recent correspondence indicated the grant would reduce the county’s net cost to 5% of the total project cost. However, a slight amendment to the pledged dollar amount—approximately a \$4,000 difference—was required. The amended resolution was presented for approval, after which it will be returned to the Cabinet to move forward in the approval process.

An update was provided on the USDA Emergency Watershed Protection (EWP) project. Several title opinions have been received and are progressing. Perry Real Estate Appraisal Services has been contacted, and properties are being scheduled for appraisal. At the same time, the environmental review process has begun, including obtaining required service descriptions and cost estimates. The project is moving forward and gaining momentum.

6. A motion was made by Darrell Varner and seconded by Kelly Carl to adopt Resolution 2026-03 replacing resolution 2025-09 authorizing the completion and filing of a Government Resources Accelerating Needed Transformation (GRANT) grant program for up to \$2,761,743.81 in funding for the Emergency Watershed Protection Program. **(Attachment)**

VOTING AYE: All Present

MOTION CARRIED

GIS Director, Kenneth Johns – The court discussed a proposal to create and name a private road within the county park to improve asset identification, insurance documentation, and 911 response accuracy. While *Recreation Way* was presented as the proposed name, alternative suggestions were discussed. No action was taken by the court, and the matter will be discussed further at a future meeting.

County Clerk – Electronic Surplus

7. A motion was made by Larry Blackford and seconded by Mary Ann Gill to declare three Dell computers and two monitors from the County Clerk’s office as surplus as recommended by the County Clerk and authorize the disposal as electronic waste at the Solid Waste and Recycling Center. **(Attachment)**

VOTING AYE: All Present

MOTION CARRIED

GENERAL ORDERS AND UNFINISHED BUSINESS

Claims

With no objection from the court, the claims due will be paid.

8. A motion was made by Darrell Varner and seconded by Kelly Carl to approve the claim from Huffman Acquisition in the amount of \$795.00 for the Sheriff’s Office using asset forfeiture funds. **(Attachment)**

VOTING AYE: All Present

MOTION CARRIED

Transfers

9. A motion was made by Larry Blackford and seconded by John Gentry to ratify the February 13, 2026, email approval for additional transfers as presented. **(Attachment)**

VOTING AYE: All Present

MOTION CARRIED

10. A motion was made by Jackie Brown and seconded by Liles Taylor to approve the transfers as presented. **(Attachment)**

VOTING AYE: All Present

MOTION CARRIED

Additional Article VII Revisions – Farmland Preservation – no action was taken at this time.

Proposed First Reading of Ordinances 2025-20 – Larland Lane

11. A motion was made by Jackie Brown and seconded by John Gentry to have the first reading of Ordinance 2025-20 relating to formal adoption of Larland Lane into the Woodford County Road System. **(Attachment)**

VOTING AYE: All Present

MOTION CARRIED

NEW BUSINESS

Farm Lease Renewal

12. A motion was made by Darrell Varner and seconded by Jackie Brown to approve the farm lease renewal between the Woodford County Fiscal Court and Fred Lane for a 1-year term as presented and to authorize the Judge/Executive to sign any and all documents related thereto. **(Attachment)**

VOTING AYE: All Present

MOTION CARRIED

Adjournment

With no objection, the meeting adjourned at 6:20 p.m.

JAMES KAY
JUDGE/EXECUTIVE

ATTEST: _____
Jordan Molla-Coyle, Fiscal Court Clerk

Woodford County Run/Walk Event Request Form - Submission #170

Date Submitted: 3/3/2026

The primary purpose of this form is to facilitate a comprehensive review process by the governing body. It allows for the assessment of potential impacts on the community, ensures compliance with local regulations, and helps coordinate necessary resources such as police assistance, medical support, and sanitation services. By providing detailed information upfront, organizers can streamline the approval process and identify any requirements or restrictions early in the planning stages.

1. Event Details

Event Name:*

Requested Date(s)*

Alternate Date(s)

Event Description:*

Heart & Sole Triathlon established in 2004, this race is open to ages 15 & up is a sprint triathlon consisting of a 400 yard swim in our indoor heated pool, a 15 mile bike ride through beautiful Woodford County and historic downtown Versailles, and a 3.1 mile run on a beautiful and challenging cross-country course. Our race is great for beginners & experienced triathletes, and many use it as the kick-off to the triathlon season.

Expected Number of Attendees*

Historical Attendance Figures (if applicable)

2. Organizer Information

Organization Name:*

Type of Organization*

Government Agency

Primary Contact Person*

Phone Number*

Email Address

3. Logistics and Operations

Route Map

Bike Map.pdf

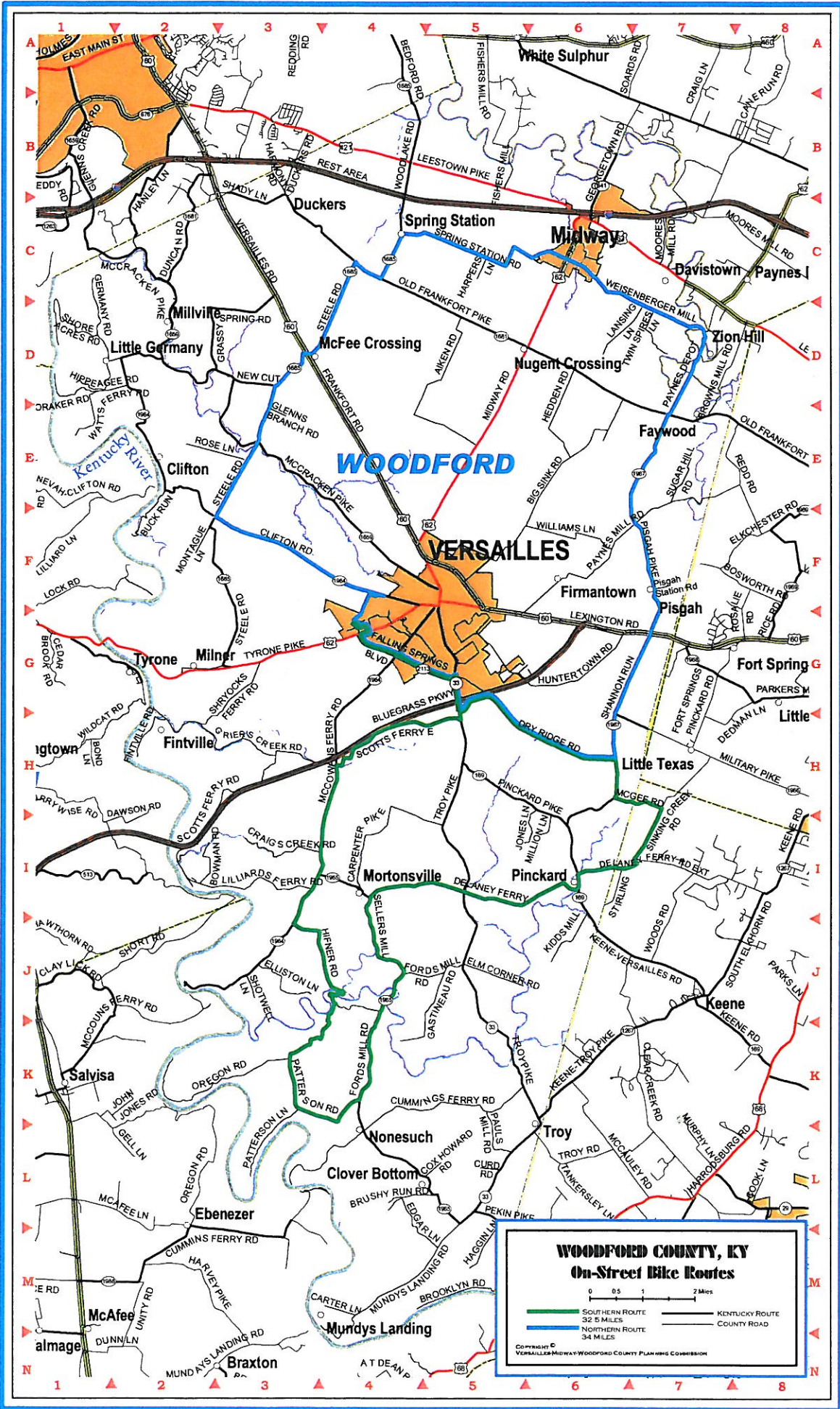
Marking Methods

Need for Road Closures or Traffic Control*

Yes

No

Woodford County Bike Routes



Both the blue and green routes start and end at Falling Springs Center. Riders should always wear reflective materials, helmets and follow the rules of the road.

Print

Woodford County Run/Walk Event Request Form - Submission #171

Date Submitted: 3/4/2026

The primary purpose of this form is to facilitate a comprehensive review process by the governing body. It allows for the assessment of potential impacts on the community, ensures compliance with local regulations, and helps coordinate necessary resources such as police assistance, medical support, and sanitation services. By providing detailed information upfront, organizers can streamline the approval process and identify any requirements or restrictions early in the planning stages.

1. Event Details

Event Name:*

Requested Date(s)*

Alternate Date(s)

Event Description:*

5K run/walk to raise money for free diaper program at Versailles United Methodist Church. (2400 diapers given away monthly)

Expected Number of Attendees*

Historical Attendance Figures (if applicable)

2. Organizer Information

Organization Name:*

Type of Organization*

Nonprofit

Primary Contact Person*

Phone Number*

Email Address

3. Logistics and Operations

Route Map

no file selected

Marking Methods

Need for Road Closures or Traffic Control*

Yes

No



SOFTWARE MANAGEMENT

SMALL GOVERNMENT, BIG SOLUTIONS

Response to 2026 RFP PROPOSAL #120-21626

Onsite digitization & Book level indexing

Office:	Image Ct	Bk - Ct	DESCRIPTION	UNIT PRICE	AMOUNT
Woodford Co Clerk	17,810	26	Oversize Bound Deed bks #2-6, 8-20, 22, 24-25, 27, 30-31, 33-34	\$1.49	\$26,536.90
On-site Inspection	16,440	24	Oversize Bound Marriage bks 13A, 14-25, 36-46	\$1.49	\$24,495.60
2/23/2026	3,425	5	Encapsulated Multi Volume Oversize Deed bks #35, 40, 43, 60, 61	\$1.78	\$6,096.50
	685	1	Encapsulated Multi Volume Oversize Declaration of Marriage 1866-1904	\$1.78	\$1,219.30
	1,370	2	Encapsulated Multi Volume Oversize Colored Marriage 15-16	\$1.78	\$2,438.60
	23,975	35	Oversize Mechanical Deed bks B, 1, 7, 21, 23, 26, 28, 29, 32, 35-65	\$1.43	\$34,284.25
	2,740	4	Oversize Mechanical Marriage bks 47-50	\$1.43	\$3,918.20
	16,440	24	Oversize Bound Will bks N-P, R-T, V-Z, 1-13	\$1.49	\$24,495.60
	6,165	9	Oversize Bound County Order bks 1-9	\$1.49	\$9,185.85
	2,055	3	Encapsulated Multi Volume Oversize Will bks A-B, G	\$1.78	\$3,657.90
	7,535	11	Encapsulated Multi Volume Oversize County Order bks A-D, H, R-S, U, X-Z	\$1.78	\$13,412.30
	13,015	19	Oversize Mechanical Will bks H-I, L-M, Q, U, 14-26	\$1.43	\$18,611.45
	6,850	10	Oversize Mechanical County Order bks 10-19	\$1.43	\$9,795.50
	1	1	Images foldered by book and provided to KDLA	\$250.00	\$250.00
				SUBTOTAL	\$178,397.95
				Shipping	\$35.00
				TOTAL	\$178,432.95

THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:

In-office setup - 24-Hour access to records: Books will be removed from the shelves and returned to the same location.

Reverse polarity - photoststs and marginal releases.

Poor quality enhancement: Replace, cropping, deskew, border excess cleanup & document masking and duplicated pages.

Images provided to Clerk's office - foldered by book name & in sequential page order



Date: _____

Attn: _____

RE: Letter of Engagement - Environmental Database Review Services

Thunderbird Environmental, LLC (Thunderbird) is pleased to submit this Engagement Letter for the services indicated below. Costs presented is a "lump sum" per report fee:

Environmental Database Review Reports \$ 680 per report

Site Address:

Scope of Work:

Acceptance and Schedule

If this letter confirms your project needs, then please sign below and return via email to darby@tbirdenv.com. On behalf of _____, I hereby authorize Thunderbird Environmental, LLC to proceed with the work described in this Engagement Letter.

_____	_____	_____
Authorization Signature for Client	Title	Date

This Agreement shall not constitute an offer and shall only be binding on Thunderbird when executed by Thunderbird.

_____	_____	_____
Authorization Signature for Thunderbird	Title	Date

Receipt of a signed copy of this letter authorizes the proposed Scope of Services. Project completion can be expected within 30 days of a signed copy of this letter.



TERMS AND CONDITIONS

CLIENT:

DOLLAR VALUE OF PROPOSAL:

RETAINER:

PROPOSAL DATE:

SITE LOCATION:

- 1. AGREEMENT AND PARTIES:** These General Terms and Conditions are attached to and incorporated into the Proposal Letter that, as executed, shall serve as the Agreement between the Client (the individual or entity to which our Proposal is addressed) and CONSULTANT (Thunderbird Environmental, LLC) in respect of the Project described therein. The Agreement by and between CONSULTANT and the Client consists of the attached or accompanying Proposal Letter (the "Proposal"), any documents that are attached to the Proposal, and these Terms and Conditions. The Agreement shall not include any other terms, conditions, or documents proposed or attached by the Client unless CONSULTANT expressly agrees in writing to accept such terms, conditions, or documents.
- 2. COMPENSATION:** The costs of basic services to be provided by CONSULTANT are specified in the Proposal. CONSULTANT will submit invoices to the Client on a monthly basis documenting costs incurred in the previous calendar month including labor charges, laboratory analysis charges, and expenses, as applicable, unless a different billing method is specified in the Proposal. Invoices are due and payable upon receipt. Interest in the amount of 1½% per month or, if lower, the maximum lawful rate, will be charged on any amounts that are unpaid at the end of thirty (30) calendar days of the invoice date. Invoices not paid within sixty (60) calendar days of the invoice date will result in cessation of work until such invoices are paid in full. In the event payment in full is not received within ninety (90) calendar days of the invoice date, the account shall also be subject to collection by our attorney, and any and all reasonable costs of collection, including reasonable attorney's fees, shall be paid by the Client. Further, CONSULTANT reserves the right to sell the work product to any interested party in the event the Client is in default of its payment obligations for a period of greater than ninety (90) days. Payment can be made by check to: Thunderbird Environmental, LLC: 14 Leffingwell Road, Clinton, CT. To arrange payment by credit card (MasterCard or Visa) or electronic funds transfer, contact CONSULTANT Accounts Receivable Department at 860-227-4714. Reference to CONSULTANT's invoice number should be included with the payment. Any retainer required by CONSULTANT shall be applied to the final invoice for the project.
- 3. ADDITIONAL CHARGES:** Costs quoted do not include sales, use and other taxes imposed upon the goods and services provided, which will be added to invoices as applicable. A twenty-five percent (25%) surcharge applies to labor in connection with expert testimony, and such labor will be billed in ½ day increments.
- 4. ADDITIONAL SERVICES:** Services provided beyond the scope set forth in the Proposal will be billed on the following basis:
 - a. Direct Labor Costs –** A specified rate for each category of CONSULTANT personnel, for the time that they spent working on the Client's project and for required travel (portal to portal), as documented and certified by CONSULTANT. CONSULTANT may revise rates from time to time to account for salary adjustments and increased costs. Required and/or the Client-requested overtime (Monday through Friday) shall be billed at a factor of 1.5 times the hourly rates charged. Overtime is defined as any hours worked beyond eight (8) hours in one day or forty (40) hours in one work week. Required and/or the Client-requested overtime on Saturday, Sunday, or a Federal holiday shall be billed at a factor of 2 times the hourly rates charged.
 - b. Expenses –** Where applicable, project-related expenses for travel, meals, overnight delivery, priority mail, outside reproduction, courier services, laboratory analysis, subcontracting, material and equipment purchases, and miscellaneous other direct charges are billed at cost plus twenty percent (20%) for handling and administration.

If the Proposal sets forth a not-to-exceed cost, CONSULTANT will not exceed such cost in performing the proposed scope of services without the Client's consent. Notwithstanding the foregoing, the Client shall be responsible for additional labor costs and expenses incurred by CONSULTANT in the event a third party compels CONSULTANT to perform any additional work or incurs expenses outside of the agreed scope (for example, answering a subpoena). This may include document production, project summaries, depositions, interrogatories, trial testimony, arbitrations, mediations, hearings, meetings, attorneys' fees, and any and all such related efforts on behalf of CONSULTANT.

- 5. CONSULTANT'S RESPONSIBILITIES:** CONSULTANT shall comply with all Federal, State, and local laws, ordinances, rules, and regulations, permits, licenses, and requirements applicable to CONSULTANT while performing the services described in this Agreement. CONSULTANT shall be an independent contractor with respect to the services rendered under this Agreement, and no other relationship shall exist or be deemed to exist between CONSULTANT and the Client. In performing services called for in this Agreement, CONSULTANT shall exercise that degree of skill and care as is the generally accepted professional standard of other engineers, geologists or professionals undertaking similar services at the same time and in the same geographic area. The preceding sentence sets forth the sole warranty of CONSULTANT and is in lieu of any and all other warranties whether express or implied. CONSULTANT work product is also subject to certain limitations which are described in CONSULTANT report(s) provided pursuant to the Proposal and are incorporated herein by reference. Notwithstanding anything herein or elsewhere to the contrary, the total liability of CONSULTANT and its officers, directors, employees, and agents arising out of this Agreement is limited to \$50,000 or the total compensation received by CONSULTANT (less amounts paid by CONSULTANT to subcontractors) under this Agreement, whichever is greater.

CONSULTANT's insurance policies do not cover CONSULTANT's defense against claims alleging damage caused by a release of pollutants as a result of CONSULTANT's work. Since CONSULTANT is normally engaged in efforts to stop/reduce the release of pollutants to the environment and is not the originator of any pollutants, it cannot and does not accept any responsibility for damages that may result from a release or migration of existing pollutants that may be associated with the work performed at or associated with the Client's work site or premises. When work performed by CONSULTANT or CONSULTANT's subcontractors pursuant to the Proposal involves subsurface (subterranean) investigations, explorations, and/or excavations of any type (below ground surface, paved surfaces, graded surfaces or floors), CONSULTANT will contact the appropriate Call Before You Dig organization to obtain utility mark outs as are customarily provided through such services and review plans and information provided by the Client. If a private utility mark-out service is necessary to assure utility clearance, the Client agrees to pay for such service in addition to the cost of the Proposal. In any event, CONSULTANT will not be responsible for any losses, damages, injuries, or interference to or with any subsurface structure, utility, tank system or system component, pipe, cable, or any other improvements (collectively, "Subsurface Features") if they are not brought to CONSULTANT's attention before the commencement of work and/or which are not clearly and accurately physically located on the ground by the Client, said mark-out service or any other public or private utility, agency, company, or individual. The Client recognizes that disturbances to vegetation, terrain, drainage, paved surfaces, and other structures, improvements, and equipment will result from the use of exploration or excavation equipment. CONSULTANT will use reasonable precautions to minimize such damage, but cost of restoration of such damage is not included in the Proposal and the Client will not hold CONSULTANT liable for such disturbances, effects, or damages arising from such subsurface investigation, exploration or excavation work performed by CONSULTANT or CONSULTANT's subcontractors pursuant to this Agreement. If CONSULTANT identifies a serious recognized hazard at the Client's site, CONSULTANT shall make a reasonable effort to notify the Client, but such action shall not be construed to impose a duty on CONSULTANT to identify and notify the Client of recognized hazards, unless contracted specifically for such purpose pursuant to the Proposal.

- 6. CLIENT'S RESPONSIBILITIES:** The Client is required to appoint an individual who shall be authorized to act on behalf of the Client, with whom CONSULTANT can confer, and whose instructions, decisions, and consent will be binding on the Client. The Client will also obtain all required permits and approvals necessary for the performance of the Proposal; provide CONSULTANT with access to all available information pertinent to the project including all maps, drawings, and records; reveal to CONSULTANT all facts that



THUNDERBIRD ENVIRONMENTAL, LLC

may be relevant to or have a bearing on the work (and CONSULTANT shall be entitled to rely on same); assist CONSULTANT in obtaining access to all public and private lands and/or records that may be required to perform the work; and promptly notify CONSULTANT, at the earliest opportunity, when and if the Client determines portions of the work are not being performed in accordance with this Agreement. The Client or another party designated by the Client shall be responsible for all waste generated by CONSULTANT activities, including the responsibility to sign manifests, bills of lading, or other shipping documents. The Client shall be responsible for site safety and for providing a workplace free of recognized hazards that could cause injury to a CONSULTANT employee or subcontractor. The Client shall also be responsible for identifying whether CONSULTANT scope of services creates safety hazards particular to the Client's operations, and taking appropriate action to protect CONSULTANT employees and subcontractors from those hazards.

- 7. DOCUMENTS:** All reports, boring logs, field notes, laboratory data, calculations, research, and other documents and information prepared by CONSULTANT or its subcontractors, whether in paper or electronic form, are instruments of service and shall remain the sole property of CONSULTANT. Such documents and information are delivered to the Client for the Client's use only and are not to be relied upon by any other party, unless agreed to by CONSULTANT in writing.
- 8. TERMINATION PROVISIONS:** Either party may terminate this Agreement upon thirty (30) days' written notice, provided termination by the Client shall not be effective unless and until the Client has paid CONSULTANT for the work performed up to the point of termination. Any termination of this Agreement by a party shall not terminate any provisions that are intended to remain in effect following cessation or completion of the performance of services (including, without limitation, Sections 9 and 11 of this Agreement). Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.
- 9. DISPUTE RESOLUTION:** Any controversy, claim, or dispute arising under or relating to this Agreement, or the breach thereof, shall be resolved solely and exclusively by final, binding arbitration to be conducted before the American Arbitration Association ("AAA") pursuant to its Commercial Arbitration Rules. The arbitration shall be held in Connecticut before a single arbitrator. The parties shall bear their own attorneys' fees, costs, and expenses in connection with the arbitration; provided, however, that the arbitrator shall have the authority to award reasonable attorney's fees where the arbitrator finds that the actions, claims or defenses of a party were undertaken without a reasonable basis in fact or law, or were undertaken in bad faith. The parties will share equally in the fees and expenses charged by AAA. Notwithstanding the foregoing, where a party is seeking injunctive or equitable relief rather than monetary damages, nothing herein shall prevent a party from seeking temporary, preliminary or permanent injunctive relief from any court of competent jurisdiction. Any claim brought by the Client against CONSULTANT shall be brought no later than one year after the date of substantial completion of CONSULTANT services hereunder or the expiration of the applicable statute of limitations, whichever is earlier.
- 10. HAZARD COMMUNICATION:** Part of the services to be provided by CONSULTANT may involve the use or storage of certain chemicals such as cleaning/decontamination fluids, sample preservatives, and/or gas chromatograph standards. It is expected that no special precautionary measures will need to be taken to protect the Client's employees from these chemicals during normal operating conditions or unforeseeable emergencies, as relatively small amounts of these chemicals will be present. Safety Data Sheets for such chemicals are available upon request.
- 11. INDEMNIFICATION:** The Client does hereby agree to defend, indemnify and hold CONSULTANT, its venturer companies, its officers, directors, employees, agents, subcontractors and affiliates harmless from and against all claims, suits, liabilities, losses, fines, penalties, expenses and attorneys' fees (all of the foregoing, collectively, "Claims") that arise out of or are related to this Agreement and the services provided hereunder, including, without limitation, Claims of third parties alleging personal injury or property damage and Claims involving access to the site, Subsurface Features, generation of waste, hazardous materials brought on site, and pre-existing and/or migration of hazardous substances and materials, except to the extent caused by CONSULTANT gross negligence or willful misconduct.
- 12. FORCE MAJEURE:** CONSULTANT shall be excused for the period of any delay in the performance of any obligations hereunder, when prevented by doing so by cause or causes beyond CONSULTANT reasonable control, which shall include, without limitation, all labor disputes, civil commotion, war, warlike operation, pandemic, invasion, rebellion, hostilities, military or usurped power, terrorism, government regulations or controls, inability to obtain any material or services or acceptable substitute therefore, or through acts of God. CONSULTANT is not responsible for failure of the Client to furnish timely information or approve or disapprove CONSULTANT's services or work product promptly, or delays caused by faulty performance of the Client or by contractors of any level.
- 13. EMPLOYMENT OF CONSULTANT PERSONNEL:** If, during the term of this Agreement or one (1) year thereafter, the Client hires an employee of CONSULTANT to whom the Client was introduced through the performance of services hereunder, the Client will, within ten (10) days following the hiring date, pay CONSULTANT a sum equal to ten percent (10%) of the annual salary payable by the Client to such employee. the Client acknowledges that the payment of such sum to CONSULTANT is in consideration of CONSULTANT lost benefit and cost of locating and training a replacement for such employee.
- 14. MISCELLANEOUS:** This Agreement contains the complete understanding between CONSULTANT and the Client with respect to the work to be performed. These Terms and Conditions shall govern over any inconsistent provisions in the Proposal, unless a particular term or condition is specifically revoked or amended in the Proposal. This Agreement may not be changed or modified except in writing, and when signed by both parties. This Agreement shall be interpreted and enforced according to the laws of the State of Connecticut without regard to any choice of law provisions. Any notice permitted or required to be given hereunder shall be sent by certified US mail or reputable overnight courier addressed to CONSULTANT or the Client (as applicable) at the address shown on the Proposal. This Agreement may not be assigned by either party without the other's consent. In the event of any litigation, the parties waive trial by jury. In the event any term or provision of this Agreement is deemed invalid, the remaining terms and provisions shall apply. Except to the extent awarded to a third party in a Claim for which the Client is required to indemnify CONSULTANT, in no event shall either party be liable to the other for any special, indirect, or consequential damages or for loss of revenue or profits, even though the possibility of damages or loss had been disclosed or reasonably could have been foreseen. The person signing this Agreement represents that the execution of this Agreement has been duly authorized by the Client and such person has the authority to sign. The headings of this Agreement are for convenience only and shall not limit or enlarge the meaning of the language of this Agreement. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future. This Proposal is valid for a period of sixty (60) days. This Agreement shall not constitute an offer and shall only be binding on CONSULTANT when executed by CONSULTANT.



THUNDERBIRD ENVIRONMENTAL, LLC

Standard Fee Schedule – Effective January 1, 2026

Labor Category	Hourly Rate
Licensed Environmental Professional (LEP)	\$ 220.00
Senior Environmental Project Manager	\$ 170.00
Environmental Project Manager	\$ 150.00
Environmental Scientist	\$ 125.00
Senior Geologist	\$ 170.00
Geologist	\$ 125.00
Senior Biologist	\$ 185.00
Biologist	\$ 125.00
Environmental Field Technician	\$ 105.00
CAD/Drafting Technician	\$ 125.00
Drafting Technician	\$ 120.00
SWPPP Administrator	\$ 125.00
SWPPP Field Inspector	\$ 95.00
Wetland Delineator	\$ 185.00
Asbestos Inspector	\$ 155.00
Asbestos Project Monitor, VPIH	\$ 105.00
Professional Engineer (PE)	\$ 210.00
Ecologist	\$ 185.00
Geographic Information Systems (GIS) Technician	\$ 125.00
Human Health Risk Assessor	\$ 305.00
Expert Testimony	\$ 305.00
Administrative / Clerical	\$ 95.00

Additional Charge Notes

1. Off-hours and overtime will be charged at a rate of 1.5 times the listed hourly rate and weekends will be charged 2 times the listed hourly rate.
2. Direct non-salary or out-of-pocket costs including sub-contracts for outside services, equipment rentals, non-local travel expenses, and production printing costs will be billed at cost plus 15%.
3. Supplemental equipment and materials will be billed at itemized unit prices.
4. Transportation will be billed at the IRS approved rate of \$0.725 per mile.

Program Signature Form

MBA/MBSA number

Agreement number 8869621
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AMD000487982

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10637
Sub250 Form	W29
Product Selection Form	3146791.003_PSF
Enterprise Amendment	M97 - (49924774)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Woodford County Fiscal Court
Signature*
Printed First and Last Name* James Kay
Printed Title Judge/Executive
Signature Date*
Tax ID

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA

Enterprise Enrollment

State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>	49924774	Framework ID <i>(if applicable)</i>	
Previous Enrollment number <i>(Reseller to complete)</i>	63586204		

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Microsoft Products and Services Data Protection Addendum, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1)** For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced as long as (a) the initial order minimum requirements are maintained and (b) the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2)** For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available. Subscription Licenses ordered upfront may not be reduced.
 - 3)** For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

- (vi) True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The last true-up order or update statement during an Enrollment term is due within 30 days prior to the Expiration Date, and any license reservations within this 30-day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.
- (vii) Late true-up order.** If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

 - (i)** For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii)** If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

- a. Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. Setting Prices.** Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate may request to renew Products and Services under this Enrollment for one additional 36-month term. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements or Enrollments in order to renew. In order for a renewal request to be considered, Microsoft must receive a Renewal Form, Product Selection Form, and renewal request prior to or at the Expiration Date. Microsoft will review a renewal request made under this section in good faith and may accept or reject such request in its sole discretion.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month (“Extended Term”) is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate’s termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.
 - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate’s Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the “Termination for cause” section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any early termination of this Enrollment will be subject to the “Early Termination” Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

- a. Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b.** All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c.** Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i)** Government Community Cloud Services will be offered only within the United States.
 - (ii)** Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii)** References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

Make an election for including Affiliates in the Enterprise (Required).

Check **only one box** in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate only.

All Affiliates. All Affiliates of Enrolled Affiliate are hereby included in the Enterprise. Enrolled Affiliate represents that its Affiliates are entire offices, bureaus, agencies, departments, or other entities, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate may order Products for use by its Affiliates. If it does, the licenses granted to Enrolled Affiliate under this Enrollment will apply to such Affiliates, but Enrolled Affiliate will have the sole right to enforce the Agreement and this Enrollment against Microsoft. Enrolled Affiliate will remain responsible for all obligations under this Enrollment and for its Affiliates' compliance with this Enrollment.

Enrolled Affiliate including. Only the Enrolled Affiliate and the Affiliates listed below will be included in the Enterprise. Enrolled Affiliate represents that its Affiliates are entire offices, bureaus, agencies, departments, or other entities, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate may order Products for use by its Affiliates. If it does, the licenses granted to Enrolled Affiliate under this Enrollment will apply to such Affiliates, but Enrolled Affiliate will have the sole right to enforce the Agreement and this Enrollment against Microsoft. Enrolled Affiliate will remain responsible for all obligations under this Enrollment and for its Affiliates' compliance with this Enrollment.

The following Affiliates are included in the Enterprise:

Notwithstanding anything to the contrary in the Agreement, the parties acknowledge and agree to the following:

Products ordered under this Enrollment may be subject to U.S. and other countries' export jurisdictions. Each party will comply with all laws and regulations applicable to the import or export of the Products, including, without limitation, trade laws of the U.S., EU, and UK, such as the U.S. Export Administration Regulations, sanctions regulations administered by the U.S. Office of Foreign Assets Control, the EU Dual Use Regulation 2021/821, and/or other end-user, end use, and destination restrictions ("Trade Laws"). Customer will not, and will ensure its Affiliates will not, take any action that causes Microsoft to violate applicable Trade Laws. Microsoft may suspend or terminate this Enrollment immediately without notice to the extent that Microsoft reasonably believes that performance would cause it to violate Trade Laws or put it at risk of becoming subject to sanctions and penalties under such laws. Customer remains responsible for its and for its Affiliates' compliance with this section and, to the extent applicable, a Regional Trade Compliance Supplemental Terms incorporated herein by reference.

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://privacy.microsoft.com/privacystatement>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact may also be an Online Administrator for Volume Licensing

in the Microsoft 365 Admin Center (MAC) and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* Woodford County Fiscal Court

Contact name: First* Drew **Middle** **Last*** Chandler

Contact email address* dchandler@woodfordcountky.gov

Street address* 103 S. Main St., Courthouse Room 12

City* Verasailles

State* KY

Postal code* 40383-1249-

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 859-873-3170

Tax ID

Work or School (WSA) Account ID dchandler@woodfordcountky.gov

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for Volume Licensing in the Microsoft 365 Admin Center (MAC) and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name: First* Drew **Middle** **Last*** Chandler

Contact email address* dchandler@woodfordcountky.gov

Street address* 103 S. Main St., Courthouse Room 12

City* Verasailles

State* KY

Postal code* 40383-1249-

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 859-873-3170

Work or School (WSA) Account ID dchandler@woodfordcountky.gov

Language preference. Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Drew **Middle** **Last*** Chandler

Contact email address* dchandler@woodfordcountky.gov

Phone* 859-873-3170

Work or School (WSA) Account ID dchandler@woodfordcountky.gov

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* Insight Direct USA, Inc.
Street address (PO boxes will not be accepted)* 2701 E. Insight Way
City* Chandler
State* AZ
Postal code* 85286-1930
Country* United States
Contact name* Software *ContractSupport
Phone* 800-624-0503
Contact email address* contractsupport@insight.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

<p>Signature* <i>Software *Contract Support</i></p> <hr/> <p>Printed name* Software *Contract Support Printed title* Date*</p>
--

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. **Financing elections.**

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Proposal ID

3146791.003

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:				
Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	2	57	0.0	User Licenses

Products	Enterprise Quantity
Office Professional Plus	
Office Professional Plus	2
Office 365 Plans	
O365 G1 GCC	10
O365 G3 GCC	47

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	49	57	0	0

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: In the following countries, any direct Enrollment consisting of only Enterprise Online Services will not be eligible for the Renewal option described in Section 5.b. of the Enrollment or for a new Enrollment due to program changes: Argentina, Australia, Austria, Belgium, Canada, Chile, Cyprus, Denmark, Finland, France, Germany, Greece, Iceland, Ireland, Jamaica, Italy, Lichtenstein, Luxemburg, Malta, Netherlands, Norway, Portugal, Puerto Rico, South Africa, Spain, Sweden, Switzerland, Trinidad & Tobago, United Kingdom, United States, and Uruguay.

Note 2: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 3: Unless otherwise indicated in the associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.

Note 4: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

Amendment to Contract Documents

Enrollment Number

AMD000487982

This amendment (“Amendment”) is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment Invoice for Quoted Price Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For Indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate’s Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
U4S-00002	O365 G1 GCC Sub Per User	10	0
AAA-11894	O365 G3 GCC Sub Per User	37	10
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	54	3

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

"(M97)EnrAmend(Ind)(InvoiceforQuotedPrice) (WW)(ENG)(Dec2025)(IU).docx"		M97	Lime
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Enterprise

Sub 250 Program Amendment ID W29

The parties agree that the Enrollment is amended as follows:

1. On the first page of the Enrollment, the following is added after the second paragraph:

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 25 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

2. Section 2a of the Enrollment titled “Order Requirements”, is hereby amended and restated in its entirety with the following:

- a. **Minimum Order Requirements.** Enrolled Affiliate’s Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.
 - (i) **Initial Order.** Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.
 - (ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate’s initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.
 - (iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
 - (iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
 - (v) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 25 Subscription Licenses for Enterprise Online Services.

3. Software Assurance renewal.

Renewing Software Assurance: If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box.	<input checked="" type="checkbox"/>
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By checking the above box, a new section is added to the Enrollment entitled “Software Assurance Addition.”

Software Assurance Addition. Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program’s identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

Program	License ID Number	Expiration Date
Enterprise	63586204	3/31/2026

Electronically Submitted

Previous Enrollment(s)/Agreement(s) Form

Entity Name: Woodford County Fiscal Court

Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	63586204	X	X

GRANT AGREEMENT

THIS GRANT AGREEMENT (the “Grant Agreement”) dated as of February 20, 2026 (the “Effective Date”), is made and entered into by and between: (i) the **KENTUCKY CABINET FOR ECONOMIC DEVELOPMENT**, a governmental agency of the Commonwealth of Kentucky, with an address of Mayo-Underwood Building, 500 Mero Street, 5th Floor, Frankfort, Kentucky 40601 (“Cabinet”), and (ii) the **COUNTY OF WOODFORD, KENTUCKY**, a political subdivision of the Commonwealth of Kentucky, with an address of 103 South Main Street, Room 200, Versailles, Kentucky 40383 (“Grantee”).

RECITALS

WHEREAS, it is the public policy of the Commonwealth of Kentucky to encourage, promote, and support economic development, new job formation, and the development and growth of industry and commerce, and to preserve existing jobs in Kentucky for the public purposes of providing employment opportunities for its citizens and residents, alleviating conditions of unemployment, stabilizing and promoting the economy of Kentucky, and creating new tax bases and sources of revenue for the Commonwealth of Kentucky;

WHEREAS, the Kentucky General Assembly enacted House Bill 723 of the 2024 Regular Session (the “Act”), under which it created the Government Resources Accelerating Needed Transformation Program, and codified as KRS 154.14-010 *et. seq.* (the “GRANT Program”) to provide matching support for eligible grant recipients seeking federal grant opportunities, as more particularly described in the Act;

WHEREAS, the Kentucky General Assembly appropriated \$200,000,000 of funds from the Budget Reserve Trust Fund to the Cabinet to support matching funds under the GRANT Program;

WHEREAS, the Grantee submitted an application (the “Grant Application”) to the Cabinet requesting the obligation of state match funds pursuant to the GRANT Program for its Emergency Watershed Protection Buyouts Project and its application to the United States Department of Agriculture’s Natural Resources Conversation Service (NRCS) Emergency Watershed Protection (EWP) Home Buyout Program and the federal grant sought is administered by one of the following entities: United States Department of Housing and Urban Development; Delta Regional Authority; or a federal agency that comprises the Interagency Working Group on Coal and Power Plant Communities and Economic Revitalization established by Presidential Executive Order 14008, issued on January 27, 2021, and is in conformity with the GRANT Program Project Report prepared by the Cabinet and incorporated herein as **Exhibit A** (the “Project” as further defined in Section 1.1 of this Grant Agreement);

WHEREAS, the Cabinet has conducted a preliminary review of the Grantee’s Grant Application and has determined that the Grantee is an Eligible Grant Recipient (as defined in KRS 154.14-010) and that the Project is an Eligible Project (as defined in KRS 154.14-010); and

WHEREAS, on February 20, 2026, the Cabinet approved the Grantee’s Grant Application with the concurrence of the Secretary and Deputy Secretary of the Cabinet; and

WHEREAS, the Project will provide substantial benefits to the public and it is appropriate for the Commonwealth of Kentucky to obligate state match funds for the Project in accordance with the requirements of the Act in an amount not to exceed Two Million Seven Hundred Sixty-One Thousand Seven Hundred Forty-Four and 00/100 Dollars (\$2,761,744.00), which is twenty-two and five tenths percent (22.5%) of the Total Project Costs (as defined below) and subject to the terms and conditions of this Grant Agreement; and

NOW THEREFORE, in order to induce the Cabinet to make a grant to the Grantee in the amount set forth in Section 3.1, below, and in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt, mutuality, and sufficiency of all of which is hereby acknowledged by the parties hereto, the Cabinet and the Grantee hereby agree as follows:

SECTION 1
DEFINITIONS

1.1 Definitions. For the purposes hereof, the following words and phrases shall have the meanings ascribed thereto:

(a) “Commonwealth” shall mean the Commonwealth of Kentucky and all governmental agencies, authorities, and political subdivisions thereof.

(b) “Disbursement” shall mean the distribution of proceeds of the Grant by Cabinet to the Grantee pursuant to Section 3 of this Grant Agreement.

(c) “Eligible Use” shall mean the expenditure of GRANT Program funds for approved Project costs that include, but are not limited to, costs that: (i) enhance economic vitality, including revitalization of structures with a public purpose or benefit, (ii) promote or develop an artistic or philanthropic purpose; (iii) improve traditional infrastructure, such as water and wastewater treatment facilities, transmission lines, transportation facilities and flood and wastewater management; (iv) create or enhance telecommunications infrastructure, including cellular towers, fiber optic expansion, and technology infrastructure; (v) promote agricultural activities and development; (vi) enhance development of previously mined areas or areas previously used by the coal industry and other industrial activities into uses that diversify the local economy; (vii) create or expand recreational facilities, such as walking, hiking, all-terrain vehicle, bike trails, picnic facilities, restrooms, boat docking and fishing piers, and athletic facilities; (viii) are for the acquisition of private property to promote local economic vitality, housing development and enhancement; (ix) preserve or enhance buildings that are of local historic or economic interest; (x) restore or create retail facilities, including related service, parking, and transportation facilities, to revitalize decaying downtown areas; (xi) construct or expand other facilities that promote or enhance economic development or tourism opportunities, thereby promoting the general welfare of local residents; (xii) provide facilities and activities for local residents that enhance quality of life, including but not limited to childcare access and public transportation, and (xiii) relate to any other use approved in writing by the Cabinet and related to the Project.

(d) “Event of Default” shall mean the happening of any one or more of the events or occurrences designated as “Events of Default” pursuant to Section 9 of this Grant Agreement.

(e) “Federal Application Award” shall mean the amount of funding approved by the United States Department of Agriculture for completion of the Project.

(f) “Grant” shall mean the grant of state match funds pursuant to the Act in the principal amount set forth in Section 3.1, hereof, and subject to the terms and conditions of this Grant Agreement.

(g) “Grant Agreement” shall mean this Grant Agreement by and between the Cabinet and the Grantee.

(h) “Grant Documents” shall collectively refer to this Grant Agreement and all other agreements, documents, exhibits, and instruments evidencing or pertaining to or executed in connection with the Grant, including but not limited to the Grant Application and related documents, the federal grant agreement, together with any and all agreements, documents, or instruments made in modification, amendment, renewal, extension, substitution, or replacement thereof.

(i) “Grantee’s Contribution” means the amount of the Grantee’s direct investment and contributions to the Project, excluding this Grant and the Federal Application Award, based upon the County Population Ranking pursuant to the Act. The amount of the required local match is the product of the following calculation for each participating county:

$$\frac{\text{Requested Program Funding}}{\text{Number of Participating Counties}} \times \text{Required Local Match \%}$$

(j) “KRS” means the Kentucky Revised Statutes as in effect on the date hereof.

(k) “Laws” shall include all applicable laws, statutes, court decisions, rules, orders, and regulations of the United States of America, the States thereof and of their respective counties, municipalities, and other subdivisions, and shall include without limitation the laws, statutes, court decisions, rules, orders, and regulations of the Commonwealth and/or any other applicable jurisdiction.

(l) “Open Records Act” means KRS 61.870 to 61.884, as may be amended by the Kentucky General Assembly.

(m) “Person” shall include an individual, firm, trust, estate, association, unincorporated organization, corporation, partnership, joint venture, or government or agency or political subdivision thereof.

(n) “Project” shall mean an approved Eligible Project (as defined in KRS 154.14-010) that provides a substantial public benefit and which is more fully described in **Exhibit A** to this Grant Agreement.

(o) “Request for Disbursement” shall mean a written request to Cabinet by the Grantee for the making of a Disbursement, in form, substance, and detail satisfactory to Cabinet, substantially in the form attached hereto and made a part hereof as **Exhibit B**.

(p) “Total Project Costs” shall mean the total project expenditures as described in Exhibit A to this Grant Agreement and certified on Exhibit D.

(q) “Unmatured Default” shall mean the happening of any event or occurrence which would, together with the delivery of any required notice or the passage of any required period of time, constitute an Event of Default under this Grant Agreement or any of the other Grant Documents.

SECTION 2 TERM

2.1 Term of Agreement. The Term of this Grant Agreement shall begin on the Effective Date and shall continue until the earlier of: i) the date upon which the Agreement is terminated as the result of an Event of Default pursuant to Section 9, ii) the date upon which the Project is completed as certified in accordance with Section 7.9, or iii) the termination of the federal grant providing funding for the Project.

SECTION 3 THE GRANT

3.1 Agreement to Make Grant. Cabinet hereby agrees to make, and Grantee hereby agrees to accept, a grant in an amount equal to Two Million Seven Hundred Sixty-One Thousand Seven Hundred Forty-Four and 00/100 Dollars (\$2,761,744.00), which is equal to twenty-two and five tenths percent (22.5%) of the Total Project Costs, subject to and in accordance with the terms, covenants, and conditions set forth in this Grant Agreement (the “Grant”). The Grantee expressly agrees to comply with and to perform all of the terms, covenants, and conditions of this Grant Agreement and the other Grant Documents. The total amount of the Grant shall in no event exceed Two Million Seven Hundred Sixty-One Thousand Seven Hundred Forty-Four and 00/100 Dollars (\$2,761,744.00) or twenty-two and five tenths percent (22.5%) of the Total Project Costs, whichever is less (such amount, the “Maximum”).

3.2 Use of Proceeds. The proceeds of the Grant (the “Proceeds”) shall be disbursed to the Grantee to provide state match funds for approved Eligible Uses in connection with the development of the Project in accordance with the terms and conditions of this Grant Agreement, the other Grant Documents and the Federal Application Award. The Proceeds may only be used to support the approved Eligible Use costs of the Project and shall be used in compliance with applicable Law, including but not limited to statutory, regulatory and contractual requirements that may apply to the receipt and expenditure of the Commonwealth’s funds. Upon receipt of the notice of the Federal Application Award and confirmation that Grantee’s Contribution has been received and is available for the Project, the Cabinet shall provide Proceeds of up to the Maximum as a required match for the federal grant over the term of the Grant Agreement.

3.3 Disbursement. The Proceeds shall be paid by the Cabinet to the Grantee in one or more Disbursements upon completion of all of the following: (i) execution of this Grant Agreement by each of the parties hereto; (ii) the full performance by Grantee of each of the conditions precedent to the Grant set forth in Section 4 of this Grant Agreement and in each of the other Grant Documents; (iii) the Cabinet’s review and determination that the proposed expenditure

of Grant funds are qualifying Eligible Uses of the Proceeds for the Project; (iv) the Cabinet's receipt of a properly completed Notice of Federal Application Status, incorporated herein and attached hereto as **Exhibit C**, with accompanying documentation including a federal notice of award or equivalent documentation notifying Grantee of its successful Grant Application; and (v) the Cabinet's receipt of a properly completed and executed Request for Disbursement (**Exhibit B**), to which shall be attached any and all supporting documentation requested by Cabinet. The specific amount of any Disbursement shall not exceed the amount justified by the Request for Disbursement and by the documentation received by Cabinet, if requested, in support thereof. Payment of the Request for Disbursement by the Cabinet may be issued within thirty (30) days of receipt and verification of said request and any required supporting documentation.

3.4 Right to Withhold Funds. Cabinet may amend, reduce, or withhold funding of any Disbursement until such time as Cabinet shall be satisfied in its sole discretion that the requirements set forth in this Grant Agreement have been performed in full and that the Request for Disbursement and the documentation received by Cabinet in support thereof support the amount of the Disbursement requested. Cabinet may elect to amend, reduce, or withhold any Disbursement if Cabinet determines at any time in its sole discretion that the Grantee has failed to perform any condition precedent to the Disbursement under the terms and conditions of this Grant Agreement or the other Grant Documents or should any Event of Default or Unmatured Default have occurred and be continuing.

SECTION 4 CONDITIONS PRECEDENT TO THE MAKING OF THE GRANT

Cabinet's obligation to make the Grant and make any Disbursement hereunder shall be conditioned upon the prior fulfillment of the following conditions:

4.1 No Defaults. No Event of Default or Unmatured Default under this Grant Agreement or any of the other Grant Documents shall exist.

4.2 Compliance. Grantee shall have observed or complied with all provisions of this Grant Agreement. Grantee shall execute and fully perform each of the conditions precedent to the Grant set forth in this Grant Agreement and in each of the other Grant Documents.

4.3 Representations and Warranties. The representations and warranties of Grantee set forth in the Grant Application dated February 1, 2026, and this Grant Agreement shall be true and correct on and as of the effective date of the Grant Agreement and the date of any Disbursement.

4.4 Request for Disbursement. Grantee shall have provided to Cabinet a Request for Disbursement (**Exhibit B**) along with all required supporting documentation pursuant to Section 3.3.

4.5 Permits and Licenses. If and when required by the Cabinet, the Grantee shall provide evidence satisfactory to the Cabinet that all permits, licenses, certifications, authorizations, and zoning requirements have been obtained from the proper governmental authorities, including state and local authorities, necessary for the completion of the Project.

4.6 Progress Reports. Grantee shall have provided to the Cabinet the progress reports required by Sections 7.8 and 7.9 of this Grant Agreement.

4.7 Evidence of Grantee's Contribution. If requested by the Cabinet, the Grantee shall provide evidence that all required funds are available for spending.

4.8 Evidence of Grantee's Tax Exempt Status. If Grantee is a 501(c)(3) corporation, Grantee has provided the Cabinet with its determination letter from the Internal Revenue Service of its status as a 501(c)(3) corporation and has certified that such 501(c)(3) designation is still valid.

4.9 Evidence of Match Requirement. Grantee has provided evidence satisfactory to the Cabinet that a match is required for Grantee to be awarded the federal grant.

4.10 Evidence of Federal Grant Administration. Grantee shall, with its Grant Application, provide evidence satisfactory to the Cabinet that the federal grant sought by Grantee is identified or administered by one of the following entities: United States Department of Housing and Urban Development; Delta Regional Authority; or a federal agency that comprises the Interagency Working Group on Coal and Power Plant Communities and Economic Revitalization established by Presidential Executive Order 14008, issued on January 27, 2021.

SECTION 5 INSURANCE

5.1 Insurance. During the term of this Grant Agreement, and during any extensions or renewals thereof, the Grantee shall carry and maintain casualty insurance, general public liability insurance, worker's compensation insurance, and any other insurance upon the Project, with financially sound and reputable insurance companies authorized to do business in the Commonwealth in such form and in such amounts as are customarily carried by prudent businesses similarly situated, and shall pay all premiums relating thereto on or before the due date thereof, all in accordance with the terms and conditions of this Grant Agreement.

5.2 Notice of Casualty. The Grantee shall promptly notify Cabinet of any material damage and/or destruction of the Project site that would preclude the Grantee from fulfilling its obligations under this Grant Agreement.

SECTION 6 REPRESENTATIONS AND WARRANTIES

The Grantee hereby represents and warrants to the Cabinet as follows, as of the Effective Date and as of the date of the Disbursement:

6.1 Existence. The Grantee is the governing body of a political subdivision organized and existing under the Constitution and laws of the Commonwealth.

6.2 Power; Authority; Enforceability. The Grantee has the requisite power, capacity, and authority to execute and deliver this Grant Agreement and the other Grant Documents, to consummate the transactions contemplated by this Grant Agreement and the other Grant

Documents, and to observe and to perform this Grant Agreement and the other Grant Documents in accordance with their respective terms and conditions. The officers executing and delivering this Grant Agreement and the other Grant Documents on behalf of the Grantee have been and are duly authorized to enter into this Grant Agreement and the other Grant Documents on behalf of the Grantee. This Grant Agreement constitutes, and each other Grant Document when delivered hereunder will constitute, a legal, valid, and binding obligation of the Grantee, enforceable against the Grantee in accordance with its terms.

6.3 Government Requirements. The real property on which the Project will be located, if applicable, is in conformity with all required zoning and other governmental requirements or has received variances allowing such lack of conformity. The Project has been approved by all necessary governmental authorities, including state and local authorities, and the Grantee has obtained all necessary permits, licenses, certifications, and authorizations necessary for completion of the Project.

6.4 No Contravention. The execution and delivery of this Grant Agreement and the other Grant Documents, and the performance or observance by the Grantee of the terms and conditions thereof, do not and will not (i) violate or conflict with any existing provisions of the Grantee's resolutions or ordinances, its organizing documents and any amendments thereto, or other agreements of organization, (ii) violate or conflict with any applicable Laws, or (iii) result in any breach of, or constitute a default under, any material contract, agreement, lease, bank loan, or credit agreement to which the Grantee is a party or by which it is bound.

6.5 Litigation. To the best of the Grantee's knowledge, no litigation or proceeding involving the Grantee is pending or is threatened in any court or administrative agency that, if determined adversely to the Grantee, could have a materially adverse impact on its ability to perform any of its obligations under this Grant Agreement or under any of the other Grant Documents.

6.6 No Defaults. To the best of the Grantee's knowledge, Grantee is not in default under any material contract, agreement, lease, bank loan, or credit agreement by which it is bound, and no event has occurred which after the giving of notice or the passage of time, or both, would constitute a default under any such contract, agreement, lease, bank loan, or credit agreement, which could have a materially adverse impact on its ability to perform any obligations under this Grant Agreement or under any of the other Grant Documents. To the best of the Grantee's knowledge, no Unmatured Default or Event of Default exists on the date hereof, nor shall any such Unmatured Default or Event of Default begin to exist immediately after the execution and delivery of this Grant Agreement or the other Grant Documents.

6.7 Disclosure. To the best of the Grantee's knowledge, neither this Grant Agreement nor any of the other Grant Documents contain any false or misleading statements of or omissions of any material fact. There is no fact known to the Grantee that materially and adversely affects, or in the future could materially and adversely affect, the business, operations, affairs, or condition, financial or otherwise, of the Grantee that has not been disclosed in writing to Cabinet.

6.8 Availability of Records. The Grantee shall make its books and records, relating to its representations, warranties, and covenants in this Grant Agreement and the other Grant

Documents, available for all tax periods subject to the terms of this Grant Agreement. Cabinet may examine and audit such books and records as are reasonably sufficient to verify the accuracy of information provided by the Grantee to the Cabinet in fulfillment of the parties' obligations under this Grant Agreement.

6.9 Financial Statements. Each of the financial statements heretofore provided by the Grantee to the Cabinet (i) is accurate and complete as of the date submitted and as of the date hereof; (ii) has been prepared in accordance with generally accepted accounting principles or such other accounting practices as provided by law; (iii) omits no material contingent liability of any kind that is not disclosed or otherwise reflected therein; (iv) fairly presents the financial condition of the Grantee as of the date thereof; and (v) fairly presents the results of operations of the Grantee for the respective fiscal period then ending. Since the date of the preparation of the financial statements heretofore provided by the Grantee to the Cabinet, there has occurred no materially adverse change in the financial condition, property, or business of the Grantee.

SECTION 7 COVENANTS

To induce the Cabinet to enter into this Grant Agreement and to make the Grant, the Grantee hereby covenants and agrees with the Cabinet during the term as follows:

7.1 Annual Progress Report. The Grantee shall submit an annual, calendar year-end, Affidavit of Project Costs and Progress Report that substantially conforms to **Exhibit D** to this Agreement. The required report shall be submitted to the Cabinet within thirty (30) days of the previous year-end for each calendar year during the Term of this Agreement.

7.2 No Transfer of Project. The Grantee shall not sell, lease, sub-lease, convey, mortgage, encumber, or dispose of all or any portion of the Project in any manner, nor shall the Grantee move the Project, or any assets associated with the Project, outside of the Commonwealth, except as specifically permitted herein, without the express, written consent of the Cabinet, provided however, that the Grantee may, if applicable, (i) dispose of inventory and other assets in the ordinary course of the Grantee's business and (ii) incur statutory liens and other encumbrances that arise in the ordinary course of business (including, without limitation, in connection with third party financing), so long as they do not materially impair the Grantee's ownership or use of its property and assets associated with the Project.

7.3 Compliance with Laws. The Grantee shall comply promptly with all Laws relating to the use and operation of the Project, except in such instances in which such requirement of Law is being contested in good faith by appropriate proceedings diligently conducted.

7.4 Designation of Agent. If applicable, the Grantee shall have at all times a properly designated agent to accept service of process who shall be a resident of or have offices in the Commonwealth.

7.5 Taxes and Other Obligations. The Grantee shall pay on or before the date due, as applicable, all taxes, assessments, charges, liens, encumbrances, levies, and claims of every character that have been levied or assessed or that may hereafter be levied or assessed against it, except those (i) which are being contested in good faith by appropriate proceedings diligently

conducted and, if applicable, for which adequate reserves have been provided on the books of the Grantee in accordance with GAAP or (ii) with respect to which the failure to make such filing or payment could not individually or in the aggregate reasonably be expected to have a materially adverse impact on the Grantee's ability to perform any of its obligations under this Grant Agreement or under any of the other Grant Documents.

7.6 Further Assurances. The Grantee shall, at any time upon request by Cabinet make, execute, and deliver or cause to be made, executed, and delivered to Cabinet any and all other further instruments, certificates, and other documents as may, in the reasonable opinion of Cabinet, be necessary or desirable in order to effect, complete, perfect, or otherwise to continue and preserve the obligations of the Grantee under this Grant Agreement and the other Grant Documents.

7.7 Right to Inspect. At such reasonable times during normal business hours and as often as may be reasonably desired, upon at least forty-eight (48) hours advance notice of a request for such access to the Grantee, Cabinet shall have the right to inspect any and all records relating to the Project and to inspect the Project premises in order to determine compliance with the terms of the Grant Agreement as well as to monitor progress of the Project. Cabinet agrees that any such records, if designated as confidential by the Grantee, and if applicable to the Grantee, shall be treated as confidential records that are exempt from public disclosure pursuant to Kentucky's Open Records Act and will not disclose such records unless directed to do so by a court of competent jurisdiction. Nothing in this paragraph shall be construed to prevent the Cabinet from disclosing such documentation to governmental authorities responsible for the oversight of the Cabinet's programs, such as the Auditor of Public Accounts. The Grantee further acknowledges that the Cabinet must publicly disclose information pertaining to the Grantee's compliance with the terms of this Grant Agreement and a disbursement pursuant to this Grant Agreement.

7.8 Federal Award Reporting. The Grantee shall submit a completed Notice of Federal Application Status (**Exhibit C**) to the Cabinet upon receipt by the Grantee of the decision approving its federal grant application submission.

7.9 Progress Reporting. The Grantee shall submit a completed Affidavit of Project Costs and Progress Report (**Exhibit D**) to the Cabinet with every Request for Disbursement, and **annually within thirty (30) days after the end of each calendar year** (as required by Section 7.1) until completion of the Project, at which time a final report certifying completion of the Project shall be submitted. The affidavit shall describe the activities and total project expenditures as of the date submitted, and the percentage of completion, as well as any indication of problems or time delays. Each report shall provide certification that all funds have been spent in accordance with the terms of this Grant Agreement. If requested by the Cabinet, each affidavit shall be accompanied by applicable supporting documentation and records (i.e., proof of payment, invoices, receipts, etc.).

7.10 Maintenance of Project. The Grantee shall maintain the Project in good condition, order, and repair (ordinary wear and tear excepted), and shall make all repairs thereto as are necessary or appropriate. The Grantee shall use commercially reasonable efforts to prevent any action or conduct that would reasonably be expected to increase the risk of fire or other hazards to the Project.

7.11 Notices. The Grantee shall promptly give notice to the Cabinet of (i) the occurrence of any Event of Default, (ii) any litigation, investigation or proceeding that may exist at any time that, if not cured or if adversely determined, as the case may be, reasonably be expected to have a materially adverse impact on the Project or on Grantee's ability to perform any obligations under this Grant Agreement or under any of the other Grant Documents, and (iii) any cessation, delay or alteration of the Project.

SECTION 8 WAIVERS; INDEMNIFICATION

8.1 Waivers by Grantee. The Grantee hereby waives, to the extent permitted by applicable Laws, all presentments, demands for performance, notices of nonperformance, protests, notices of protest, and notices of dishonor in connection with this Grant Agreement and the Grant Documents.

8.2 Waiver and Remedies. The rights, powers, and remedies granted to Cabinet pursuant to this Grant Agreement shall be in addition to all rights, powers, and remedies given to or now or hereafter existing in Cabinet by virtue of this Grant Agreement and the other Grant Documents or pursuant to any Laws. Each and every right, power, and remedy, whether specifically granted herein or otherwise existing, may be exercised from time to time and so often and in such order as may be deemed expedient by Cabinet, and the exercise, or the beginning of the exercise, of any such right, power, or remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power, or remedy. Any forbearance or failure or delay by Cabinet in exercising any right, power, or remedy hereunder shall not be deemed to be a waiver of such right, power, or remedy, and any single or partial exercise of any right, power, or remedy shall not preclude the further exercise thereof. Any consent by Cabinet or any waiver of an Event of Default under this Grant Agreement shall not constitute a consent to or waiver of any right, remedy, or power of Cabinet upon a subsequent Event of Default.

8.3 Indemnification. The Grantee, to the extent permitted by Law, releases the Cabinet from, holds the Cabinet harmless against, agrees that Cabinet shall not be liable for, and fully indemnifies the Cabinet against, any and all losses, liabilities, claims, actions, proceedings, costs and expenses imposed upon, incurred by, asserted against or with respect to Cabinet on account of: (i) any loss or damage to property or injury to or death of or loss by any person that may be occasioned by any cause whatsoever pertaining to the construction, maintenance, operation and use of the Project or the existence of this Grant Agreement; (ii) any loss or damage alleged by any third-party related to the Project; (iii) any inaccuracy in or breach of any of the representations or warranties of the Grantee contained in this Grant Agreement; (iv) any breach or default on the part of the Grantee in the performance or non-performance of any covenant arising from any act or failure to act by the Grantee or its respective agents, contractors, servants, employees, licensees, successors or assigns or the occurrence of any Event of Default; and (v) any action taken or omitted to be taken by Cabinet in accordance with the terms of this Grant Agreement (excepting acts of willful misconduct, gross negligence, or criminal activity). The indemnification set forth above and all references to Cabinet in this Section are intended to and shall include all officials, directors, officers, employees, agents, and representatives of Cabinet. The Grantee acknowledges that the foregoing indemnities shall survive the termination of this Grant Agreement.

SECTION 9
DEFAULT

9.1 Events of Default of Grantee. Each of the following events or occurrences shall constitute an “Event of Default” of the Grantee under this Grant Agreement:

(a) Failure to Begin the Project. The Grantee’s failure to begin work on the Project or its failure to make good faith efforts toward completion of the Project once begun, is an Event of Default that shall result in the termination of this Agreement and result in the Grantee’s immediate forfeit the entire amount of the Grant and Grantee shall be liable to the Cabinet for the full repayment of the Proceeds disbursed; or

(b) Failure to Submit Annual Project Report. The Grantee’s failure to submit the annual Affidavit of Project Costs and Project Report in substantially the form provided by **Exhibit D** to this Agreement shall be an Event of Default that may be subject to the remedies provided in Section 9.2; or

(c) Failure to Comply With the Terms of the Federal Grant Program. If Grantee fails to observe, perform, or comply with the material terms, obligations, covenants, agreements, conditions, or other provisions of its agreement under the United States Department of Agriculture’s Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP) Home Buyout Program, including providing the required exhibits and reporting; or

(d) Bankruptcy. If Grantee (i) admits in writing its inability to pay its debts generally as they become due, (ii) has an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect, and any such order for relief entered against it has not been rescinded within forty-five (45) days after it has been so entered, (iii) commences a proceeding under any other federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for sixty (60) days, (iv) makes an assignment for the benefit of creditors, or (v) has a receiver or trustee appointed for it or for the whole or any substantial part of its property; or

(e) Covenants, Warranties, and Representations. If any warranty or representation made by the Grantee in this Grant Agreement or in any of the other Grant Documents shall at any time be false or misleading in any material respect, or if the Grantee shall materially fail to keep, observe, or perform any of the material obligations, terms, covenants, representations, or warranties set forth in this Grant Agreement or in any of the other Grant Documents within thirty (30) days after written notice from the Cabinet to the Grantee of the occurrence of such failure (or such longer period of time as may be reasonably required), provided that the Grantee commences to cure the Event of Default within such thirty (30) day period and diligently pursues such cure; or

(f) Obligations to the Cabinet. If the Grantee shall fail to observe, perform, or comply with the material terms, obligations, covenants, agreements, conditions, or other provisions of this Grant Agreement or any of the other Grant Documents, or of any other agreement, document, or instrument that the Grantee has entered into with the Cabinet; or

(g) Grantee Status: If Grantee loses its designation as a 501(c)(3) or it is otherwise revoked; or

(h) Notice of Non-Award: If Grantee's federal grant application is not awarded.

9.2 Remedies of Cabinet upon Events of Default. Notwithstanding anything to the contrary set forth herein, upon the occurrence of an Event of Default under Section 9.1 (b) through (f), the Grantee will have fifteen (15) business days to evaluate and respond in writing to such information and an additional thirty (30) calendar days to develop a plan to resolve the Event of Default in a manner acceptable to Cabinet. Should such plan be deemed inadequate to cure the Event of Default in a manner that is acceptable to Cabinet, the Cabinet in its reasonable discretion and upon notice to the Grantee, may at any time exercise any one or more of the following rights and remedies:

(a) Terminate the Grant and this Grant Agreement, after which the Cabinet shall be under no obligation to advance any undisbursed monies from the Grant to the Grantee; and

(b) Declare the entire disbursed principal balance of the Grant to be immediately due and payable in full from the Grantee without any presentment, or demand, all of which are hereby waived by the Grantee; and

(c) Commence an appropriate legal or equitable action to enforce the Grantee's performance of the material terms, covenants, and conditions of this Grant Agreement and the other Grant Documents; and

(d) Commence appropriate legal or equitable action to enforce the rights and remedies of the Cabinet, pursuant to the terms, covenants, and conditions of this Grant Agreement and the other Grant Documents; and

(e) Exercise any other rights or remedies that may be available to the Cabinet pursuant to this Grant Agreement, the other Grant Documents, or under applicable Laws.

Upon the occurrence of an Event of a Default under Sections 9.1(a), 9.1(g) or 9.1(h), there shall be no cure period and the Cabinet shall terminate this Agreement, after which the Cabinet shall be under no obligation to advance any undisbursed Proceeds to Grantee, and the Cabinet may exercise any additional rights and remedies pursuant to subsections (a) through (e) of this Section.

Notwithstanding the foregoing, in no event shall the Cabinet exercise any remedy specified herein or otherwise against the Grantee if the Grantee has not had an Event of Default arise as defined under Section 9.1.

9.3 Ineligible Use of Grant Funds. Notwithstanding Section 9.2, in the event that Grant funds are used for any purpose other than an Eligible Use, the Grantee shall forfeit the entire amount of the Grant awarded pursuant to this Grant Agreement and shall be immediately liable to the Cabinet for the full repayment of the amount of Proceeds disbursed.

SECTION 10
MISCELLANEOUS

10.1 Expenses. The Grantee shall promptly agree to pay and/or reimburse the Cabinet for any and all expenses, costs, and charges of any kind incurred by or billed to the Cabinet in connection with (i) the preparation of any and all amendments, modifications, and supplements to the original Grant Documents which are necessitated by that party, or (ii) the preservation, perfection, and enforcement of the Cabinet's rights and remedies under this Grant Agreement and/or the other Grant Documents in the event of an Event of Default.

10.2 Incorporation by Reference. All exhibits, schedules, annexes, or other attachments to this Grant Agreement are hereby incorporated into and made a part of this Grant Agreement as if set out at length herein.

10.3 Multiple Counterparts. This Grant Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all taken together shall constitute a single contract. Facsimile or electronically scanned signatures are deemed to be originals.

10.4 Headings. The section headings set forth in this Grant Agreement are for convenience of reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Grant Agreement.

10.5 Partial Invalidity. If any term or provision of this Grant Agreement or the application thereof to any Person or circumstances shall, to any extent, be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Grant Agreement shall not be affected thereby, and each of the remaining provisions of this Grant Agreement shall be valid and enforceable to the fullest extent permitted by applicable Law.

10.6 Successors and Assigns. Except as otherwise expressly provided herein, the terms and conditions of this Grant Agreement shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of the parties hereto. This provision shall not be construed to permit assignment by the Grantee of any of its respective rights and duties under this Grant Agreement or the other Grant Documents.

10.7 No Partnership - Status of Relationship. The Cabinet, Grantee, and any party respectively associated therewith, shall in no event be construed as or become in any way or for any purpose partners, associates, or joint venturers in the conduct of their respective businesses or otherwise. No contractor, licensee, agent, servant, employee, invitee, or customer of Grantee shall be, or shall be deemed to be, a contractor, licensee, agent, servant, employee, invitee, or customer of the Cabinet.

10.8 Rights of Third Persons. In no event shall this Grant Agreement be construed to make the Cabinet or any agent of the Cabinet liable to any general contractors, subcontractors, laborers, materialmen, craftsmen, or other Persons for labor, materials, or services delivered to the Project or goods specially fabricated for incorporation therein, or for debts or claims accruing or arising to any such Persons against the Grantee. The Grantee expressly agrees that there is no relation of any type whatsoever, contractual or otherwise, either express or implied, between Cabinet and any general contractor, materialman, subcontractor, craftsman, laborer, or any other Person or entity supplying any labor, materials, or services to the Project or specially fabricating

goods to be incorporated therein. No Persons are intended to be third-party beneficiaries of the Grant Documents or to have any claim or claims in or to any undisbursed proceeds of the Grant pursuant to the Grant Documents.

10.9 Modification. This Grant Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all existing agreements between them concerning the subject matter hereof, and may be modified only by a written instrument duly executed by each of the parties hereto.

10.10 Time of Essence. Time is of the essence in the performance of each of the terms and conditions of this Grant Agreement.

10.11 No Assignment. The Grantee shall not assign its rights under this Grant Agreement to any Person without the prior express written consent of Cabinet. This section shall not be deemed to prohibit an assignment by operation of law.

10.12 Notices. All notices, requests, demands, waivers, and other communications given as provided in this Agreement shall be in writing and shall be deemed sufficiently given for all purposes if sent by U.S. mail, postage prepaid, or by electronic mail to the intended recipient at (a) the address set forth in the preamble to this Agreement; or (b) such other address or electronic mail address which any party hereto may specify by written notice to the other party in accordance with this paragraph.

If to Cabinet:	Kentucky Cabinet for Economic Development Mayo-Underwood Building 500 Mero Street, 5 th Floor Frankfort, Kentucky 40601 Attn: Commissioner, Department for Financial Services
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If to Grantee:	County of Woodford, Kentucky 103 South Main Street, Room 200 Versailles, Kentucky 40383 Attn: James Kay, Judge/Executive
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Unless otherwise specifically provided in this Grant Agreement, notice hereunder shall be deemed to have been given upon its being deposited in the U.S. Mail or commercial courier, postage or delivery charge prepaid, and addressed as provided above. The parties hereto may change their respective address and contact person as provided above by giving notice of the change to the other parties hereto as provided in this paragraph.

10.13 Governing Law. This Grant Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

10.14 Jurisdiction and Venue. The parties hereto agree that any suit, action, or proceeding with respect to this Grant Agreement may only be brought in or entered by, as the case may be, (i) the courts of the Commonwealth of Kentucky situated in Frankfort, Franklin County, Kentucky; or (ii) the United States District Court for the Eastern District of Kentucky, Frankfort Division, and the parties hereby submit to the jurisdiction of such courts for the purpose of any such suit, action, proceeding, or judgment and waive any other preferential jurisdiction by reason of domicile. The parties hereby irrevocably waive any objection that they may now or hereafter have to the laying of venue of any suit, action, or proceeding arising out of or related to this Grant Agreement brought in the courts of the Commonwealth of Kentucky situated in Frankfort, Franklin County, Kentucky, or the United States District Court for the Eastern District of Kentucky, Frankfort Division, and also hereby irrevocably waive any claim that any such suit, action, or proceeding brought in any one of the above-described courts has been brought in an inconvenient forum.

10.15 Cabinet Liability. All covenants, agreements, and obligations of the Cabinet contained in this Grant Agreement shall be effective to the extent authorized and permitted by applicable Law. No such covenant shall be deemed to be a covenant of any present or future director, officer, agent, or employee of the Cabinet, in other than her/his official capacity, and neither the directors of the Cabinet nor any officer executing this Grant Agreement nor any officer, employee, or agent of the Cabinet, shall be liable personally on this Grant Agreement or be subject to any personal liability or accountability by reason of the covenants of the Cabinet contained in this Grant Agreement.

10.16 Grantee Authorization of Release of Information. Grantee agrees that any information reported by the Grantee to the Cabinet in any exhibit to this Grant Agreement may be disclosed in any public forum, report, or documentation deemed beneficial to public interest, with the exception of personal information contained in the supporting documentation and any other information exempt from disclosure under the Kentucky Open Records Act. Cabinet agrees that it shall not publicly disclose personal and/or confidential information contained in the documents that are not subject to disclosure pursuant to the Open Records Act unless directed to do so by the order of a court of competent jurisdiction or as otherwise required by law. Notwithstanding the foregoing and for the avoidance of doubt, in accordance with KRS 61.878(1)(c)(1), Cabinet and Grantee acknowledge that, if applicable, certain information disclosed hereunder may be designated as confidential or proprietary by the Grantee, and in such case such information shall only be subject to the open disclosure referred to above upon court order.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Grant Agreement as of the day, month, and year set forth below beside their respective signatures, effective as of the date first written above.

KENTUCKY CABINET FOR ECONOMIC DEVELOPMENT,
a Kentucky governmental agency

By: _____

Date: _____

Printed Name: _____

Title: _____

COUNTY OF WOODFORD, KENTUCKY,
a political subdivision of the Commonwealth

By: _____

Date: _____

Printed Name: _____

Title: _____

LIST OF EXHIBITS

- Exhibit A: Project Description
- Exhibit B: Request For Disbursement
- Exhibit C: Notice of Federal Application Status
- Exhibit D: Affidavit of Project Costs and Progress Report

FORM NO. 120511

EXHIBIT A
GRANT PROGRAM PROJECT REPORT

**CABINET FOR ECONOMIC DEVELOPMENT
GOVERNMENT RESOURCES ACCELERATING NEEDED TRANSFORMATION
(GRANT) PROGRAM PROJECT REPORT**

Application Date: February 1, 2026
Applicant: Woodford County Fiscal Court
Organization Type: County

Federal Application Information:

Application Sponsor: U.S. Department of Agriculture
Application Program: NRCS EWP Home Buyout
ALN: 10.923
Application Deadline: August 26, 2025
Match Funding Required by Federal Program: Yes

Federal Funds Being Requested: \$8,699,493
Expected Award Decision Date: September 24, 2025
% Required: 25%
\$ Required: \$2,899,831

Project Information

Project Title: Emergency Watershed Protection Buyouts
Location (city): Versailles
Regional Project? No
Impact County? No
Estimated Begin Date: March 1, 2026

Participating counties: Woodford
FI Number: 120511
Location (county): Woodford
Estimated End Date: September 30, 2027

Project Description: Woodford County Fiscal Court is requesting GRANT program funds to support its local cost share of the Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP) recovery Buyout Program, made available in response to the Federal Emergency Management Agency (FEMA) Major Disaster Declaration DR-4864 for April 2025 Flooding. The EWP Recovery Buyout Option offers an exit to property owners on a voluntary basis whose homes were severely damaged or destroyed by recent floods. The cost of rebuilding and the significant risk of future repeated flooding make restoring the dwellings impractical.

Eligible Uses to occur at the Project:

- Enhance economic vitality, including revitalization of structures with a public purpose or benefit
- Improve traditional infrastructure
- Create or expand recreational facilities
- Acquire private property that promotes local economic vitality and housing development/enhancement
- Provide facilities and activities for local residents that enhance quality of life.

Anticipated Project Costs

	Total Project Costs
Land acquisition	\$12,295,283
TOTAL	\$12,295,283

Anticipated Project Funding

	Amount	% of Total
GRANT Program Funding Requested	\$2,761,744	22.5%
Federal Grant	\$8,699,493	70.8%
Local Match Required	\$138,087	1.1%
NRCS Technical Assistance	\$695,959	5.7%
TOTAL	\$12,295,283	100.00%

Local Match Required 5%
 Local Match Required is reported as: Committed

Other Terms:

In accordance with the agreement, a disbursement request for funding may be submitted after the federal grant has been awarded and supporting documentation has been provided to the Cabinet. Regular progress reports on the project will also be required to be submitted during the term of the agreement.

Application Score 63

APPROVED GRANT PROGRAM FUNDING AMOUNT: \$2,761,744
 % of Total Project Cost: 22.5%

Approval Date: February 20, 2026

Approval:

The Secretary of the Cabinet for Economic Development approves GRANT Program funding subject to the terms set forth in this report and the grant agreement.

Program Manager:

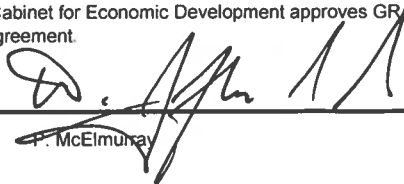

 P. McElmurray

EXHIBIT B

**KENTUCKY CABINET FOR ECONOMIC DEVELOPMENT
GRANT PROGRAM REQUEST FOR DISBURSEMENT**

Project Name: Emergency Watershed Protection Buyouts Project

To:
Cabinet for Economic Development
Mayo-Underwood Building
500 Mero Street, 5th Floor
Frankfort, Kentucky 40601
Attn: Department for Financial Services
ced.grant2024@ky.gov

From:
County of Woodford, Kentucky
103 South Main Street, Room 200
Versailles, Kentucky 40383

Date of Request: _____

Amount Requested: _____ Federal Tax No.: _____

A. Status of Grant Proceeds:

Original Grant Amount	\$2,761,744.00
Grant Disbursements to Date	\$
Amount of Current Request	\$
New Grant Account Balance	\$

B. Payment Instructions for Grantee: Vendor Self Service # _____

Kentucky Vendor Self Service: Welcome to Kentucky's Vendor Self Service via the provided link: <https://vss.ky.gov/vssprod-ext/Advantage4>

All approved disbursements will be processed and paid based on the applicant's information within Vendor Self Service (VSS). Please verify this information is correct and make any necessary updates prior to submission.

Certification: The Grantee hereby represents, warrants and certifies to the Cabinet that (i) this request is made in accordance with the terms and conditions of that certain Grant Agreement dated as of February 20, 2026 (the "Grant Agreement"), (ii) the Person executing this instrument on behalf of the Grantee is duly authorized to execute and deliver this request, (iii) each of the representations, warranties and covenants of the Grantee in the Grant Agreement has occurred and is continuing, and (iv) to the best of the Grantee's knowledge, no contractors or subcontractors have filed or have threatened to file liens or have the right to assert a lien of any type with respect to the Project. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed thereto in the Grant Agreement.

The Grantee has attached to this Request for Disbursement, if requested by the Cabinet, all supporting documentation for the amount of the Disbursement requested. Additionally, Progress Reports and, if requested, proof of expenditures and Grantee's Contribution availability of funds (matching funding) are attached.

THE GRANTEE ACKNOWLEDGES THAT THE REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN AND IN THE GRANT AGREEMENT ARE MATERIAL INDUCEMENTS UPON WHICH CABINET WILL RELY IN MAKING THE DISBURSEMENT OF GRANT PROCEEDS REQUESTED HEREIN. GRANTEE ACKNOWLEDGES THAT BUT FOR THE TRUTH OF THE REPRESENTATIONS AND WARRANTIES MADE HEREIN AND IN THE GRANT AGREEMENT, CABINET WOULD NOT MAKE THE DISBURSEMENT OF THE GRANT PROCEEDS REQUESTED HEREIN. GRANTEE ACKNOWLEDGES AND AGREES THAT CABINET IS REASONABLY ENTITLED TO RELY UPON THE REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN AND IN THE GRANT AGREEMENT.

IN WITNESS WHEREOF, the undersigned Grantee, by its duly authorized representative, has executed this Request for Disbursement as of the date written above.

COUNTY OF WOODFORD, KENTUCKY,

a political subdivision of the Commonwealth of Kentucky

By: _____

Title: _____

FOR CABINET USE ONLY

Original Grant Amount	\$2,761,744.00
Grant Disbursements to Date	\$
Amount Verified of Current Request	\$
Remaining Grant Account Balance	\$

Account Number	
Approved By	
Approval Date	
Comments	



EXHIBIT C

**EMERGENCY WATERSHED PROTECTION BUYOUTS
GRANT PROGRAM PROJECT**

NOTICE OF FEDERAL APPLICATION STATUS

The undersigned, _____, after having first being duly sworn, deposes and states as follows:

As _____ (Title) of the County of Woodford, Kentucky, I am authorized to submit this Notice of Federal Application Status to the Kentucky Cabinet for Economic Development (“Cabinet”) on behalf of the County of Woodford, Kentucky (the “Grantee,” as defined in the Agreement) with respect to the GRANT Program Agreement by and between the Cabinet and the Grantee (“Agreement”) dated February 20, 2026. All capitalized terms used herein, but not otherwise defined, shall have the meanings ascribed to them in the Agreement.

Pursuant to Section 7.8 of the Agreement, the County of Woodford, Kentucky, is required to notify the Cabinet of the results of the application for federal grant resources and provide a copy of the notice.

Was the Federal Application approved? YES NO

If yes, please provide details of the Federal Application award:

Date of Federal Application Award Notice:	
Amount of Federal Application Award:	
Maturity Date of Federal Application Award (last day funds are required to be used):	
% of Federal Application Award Required for Matching:	%
\$ of Federal Application Award Required for Matching:	\$

If no, the Agreement will automatically terminate per Section 9.2 of the Agreement.

REQUIRED ATTACHMENT: Attach a copy of the federal notice.

COUNTY OF WOODFORD, KENTUCKY,
a political subdivision of the Commonwealth of
Kentucky

By: _____

Title: _____

Please submit this report to the following address:

Cabinet for Economic Development
Mayo-Underwood Building
500 Mero Street, 5th Floor
Frankfort, Kentucky 40601

EXHIBIT D

**EMERGENCY WATERSHED PROTECTION BUYOUTS
GRANT PROGRAM PROJECT**

AFFIDAVIT OF PROJECT COSTS AND PROGRESS REPORT

The undersigned, _____, after having first being duly sworn, deposes and states as follows:

As _____ (Title) of the County of Woodford, Kentucky, I am authorized to submit this Affidavit to the Kentucky Cabinet for Economic Development (“Cabinet”) on behalf of the County of Woodford, Kentucky (the “Grantee,” as defined in the Agreement) with respect to the GRANT Program Agreement by and between the Cabinet and the Grantee (“Agreement”) dated February 20, 2026. All capitalized terms used herein, but not otherwise defined, shall have the meanings ascribed to them in the Agreement.

Pursuant to the Agreement, the Grantee shall submit this Affidavit of Project Costs for the Emergency Watershed Protection Buyouts GRANT Program Project with each Request for Disbursement throughout the Term of the Agreement until the earlier of (i) the Grantee has received Grant due under Section 3.1 of the Agreement, or (ii) completion of the Project.

As of _____, 20__, the County of Woodford, Kentucky, is reporting the following:

The amount of Project costs as of the last report submission, for the current period and cumulative for the Project are as follows:

	A Total Project Costs as of Last Report Dated <hr style="width: 50%; margin: 0 auto;"/> 20__ <i>(will be \$0 for 1st report)</i>	B Project Costs During Current Period (since Last Report)	= A + B Total Cumulative Project Costs
Administration Costs & Planning	\$	\$	\$
Land acquisition	\$	\$	\$
Building acquisition	\$	\$	\$
Site preparation	\$	\$	\$
Infrastructure extension / improvements	\$	\$	\$
Building construction / renovation	\$	\$	\$

Road improvements	\$	\$	\$
Equipment	\$	\$	\$
Other – Provide attachment description and breakdown of costs	\$	\$	\$
TOTAL	\$	\$	\$

GRANT Program Award % of Total Project Costs	____%	____%	____%
TOTAL ELIGIBLE GRANT PROGRAM FUNDS {Multiply TOTAL x %}	\$	\$	\$

Grantee shall maintain detailed records of all investment costs as outlined in Section __

Has the \$____ GRANT Program award been reached?
 YES NO If yes, it was achieved on: _____, 20__

Has the Project been completed and all investment costs incurred?
 YES NO If yes, it was completed on: _____, 20__

If yes, the total amount of federal funding assistance expended on the Project:
 \$ _____

Have there been any changes or modifications to the Project as described in the Agreement?
 YES NO If yes, please attach an explanation of the changes and impact on the federal award.

Please Note: Failure to build out the project as described in the application and reflected in the Agreement may result in a default.

The amounts reported in this affidavit are true and accurate to the best of my knowledge. Evidence of the amounts reported is kept by the Grantee and is available for review by a representative of the Cabinet at any time pursuant to the Agreement.

COUNTY OF WOODFORD, KENTUCKY,
a political subdivision of the Commonwealth of Kentucky

[Signature of Individual]

[Printed Name]

[Date]

Please submit this report to the following address:

Cabinet for Economic Development
Mayo-Underwood Building
500 Mero Street, 5th Floor
Frankfort, Kentucky 40601



CABINET FOR ECONOMIC DEVELOPMENT

Andy Beshear
GOVERNOR

Old Capitol Annex
300 West Broadway
Frankfort, Kentucky 40601

Jeff Noel
SECRETARY

March 5, 2026

Woodford County Fiscal Court
Mr. Drew Chandler
103 S. Main St., Room 200
Versailles, KY

Dear Mr. Drew Chandler,

Thank you for your February 1, 2026, application submission to the Government Resources Accelerating Needed Transformation (GRANT) Program. I am pleased to inform you that the Kentucky Cabinet for Economic Development has approved your request from the Woodford County Fiscal Court for funding of up to \$2,761,744 under the GRANT Program. These GRANT Program funds are to assist with your Emergency Watershed Protection Buyouts project application to the U.S. Department of Agriculture's NRCS EWP Home Buyout program.

Please note that the Cabinet's approval is contingent upon receipt of a fully executed Grant Agreement.

Attached to this email is the Grant Agreement to be signed by an official of the organization. **Please have the Grant Agreement signed and returned to our office by April 5, 2026.** Once our office executes the Grant Agreement, we will email a copy to you for your records.

Approval is effective during the term of the Grant Agreement, with reports required to be submitted as outlined in the Grant Agreement. Disbursement of GRANT Program funds may only occur after a copy of the federal award notice is provided, along with other documentation outlined in the Grant Agreement. If the federal award application is denied, the Grant Agreement will automatically terminate, and no funds will be disbursed. Any costs incurred or obligations made before receiving the federal award and the GRANT Program funds are at your own risk.

Please call me at (502) 892-3237 if you have any questions or require additional information. We appreciate your application to the federal government for this important project in Kentucky and look forward to working with you to assist your organization and community.

Sincerely,

Peyton McElmurray
Program Administration Division

Enclosures

Woodford County Fiscal Court

3-10-2026 Outstanding Vendor Claims

000028: JACK KAIN FORD, INC

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026	5010795	RD 2-HOOD SHOCKS	02-6105-3360	ROAD MACH/EQUIP REPAIRS		\$114.31
000028: JACK KAIN FORD, INC						\$114.31

000096: WOODFORD SUN CO., INC.-1

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026	1295	JE ANNUAL SUBSCRIPTION	01-5025-3020	FISCAL COURT ADVERTISING		\$50.00
000096: WOODFORD SUN CO., INC.-1						\$50.00

000103: MAGO CONSTRUCTION CO., INC.

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026	092085	RD 4.38 TONS COLD MIX	02-6105-4310	ROAD MATERIALS		\$503.70
000103: MAGO CONSTRUCTION CO., INC.						\$503.70

000107: LOGAN'S UNIFORM RENTAL INC

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026	120202350	SW DUST MOPS, WET MOPS, & MATS	01-5215-4680	RECYC/SW SUPPLIES		\$71.77
3/3/2026	120203679	SW TOWELS, DUST MOPS, WET MOPS, & MATS	01-5215-4680	RECYC/SW SUPPLIES		\$73.41
000107: LOGAN'S UNIFORM RENTAL INC						\$145.18

000160: WOODFORD FEED CO. INC.

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026	1005136	AC ALFALFA MIX	01-5205-4030	ANIMAL CONTROL FOOD		\$15.00
000160: WOODFORD FEED CO. INC.						\$15.00

000179: PARKS & RECREATION DEPT.

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026		PARKS CAPITAL IMPROVEMENT BIG SPRING PAVILION NEW SHADE, LAZY RIVER REPLCMNT, & PLAY FEATURE OUTDOOR POOL PUMP	01-5401-5070	PARKS & RECREATION		\$23,650.00
3/3/2026	03102026	PARKS MONTHLY DISTRIBUTION	01-5401-5070	PARKS & RECREATION		\$66,962.50
3/3/2026	12338/W PRINCIPLES APP #3	PARKS SPECIAL CAPITAL PROJECTS 50% YOUTH FIELD TURF & LIGHTING	01-5401-5071	PARKS & RECREATION SPECIAL CAPITAL PROJECTS		\$14,012.50
000179: PARKS & RECREATION DEPT.						\$104,625.00

000305: PLANNING & ZONING COM.

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026	03102026	P&Z MONTHLY DISTRIBUTION	01-5070-5070	PLANNING & ZONING		\$9,371.75
000305: PLANNING & ZONING COM.						\$9,371.75

000400: BLUEGRASS INTERNATIONAL

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026	N7076	RD 2027 HV307 SINGLE-AXLE DUMP TRUCK CHASSIS	02-6105-7210	ROAD MAINT EQUIP		\$148,857.40
000400: BLUEGRASS INTERNATIONAL						\$148,857.40

00112A: GALLS, LLC

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026	034227982	SO CREDIT MOLDED DUTY BELT	01-5015-4810	SHERIFF UNIFORMS		(\$30.99)
3/3/2026	034223088	SO MOLDED DUTY BELT	01-5015-4810	SHERIFF UNIFORMS		\$34.99
3/3/2026	034193196	SO UNIFORM MACE HOLDER & DEFENSE STREAM X2 MK3	01-5015-4810	SHERIFF UNIFORMS		\$238.89
3/3/2026	034152679	SO UNIFORM MACE HOLDER, DUTY BELT, HAND CUFF CASE, & BELT KEEPER	01-5015-4810	SHERIFF UNIFORMS		\$132.95
00112A: GALLS, LLC						\$375.84

001326: ALLIED COMMUNICATIONS, INC

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026	53145	CT ANNUAL INSPECTION & CERTIFICATE OF NOTIFIER FIRE ALARM SYSTEM	01-5080-5710	MAINT. CTHOUSE RENEWAL REPAIRS		\$330.00

3/3/2026	53147	GC SERVICE CALL	01-5082-5710	CO CLERK SATELLITE OFFICE RENEWAL REPAIRS		\$352.50
						\$682.50

001535: KMCA

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026	6812	2026 LEGISLATIVE DAY: KC, WD, JG, MAG, LT, & DV	01-9100-5690	TRAINING/CONFERENCES		\$450.00
						\$450.00

002135: SHERWIN-WILLIAMS

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026	9077-7	RD PAINT & PAINT BRUSHES	02-6103-3340	ROAD BLDG MAINT & REPAIR		\$449.57
3/3/2026	7048-1	RD PAINT, PAINT TRAY, & TRAY LINER	02-6103-3340	ROAD BLDG MAINT & REPAIR		\$89.09
						\$538.66

002201: MAIN STREET HARDWARE, INC

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026	89793/2	AC TARP	01-5205-4450	ANIMAL CONTROL OFFICE SUPPLIES		\$12.99
3/3/2026	89644/2	CT METAL POLISH BRASSO	01-5080-5710	MAINT. CTHOUSE RENEWAL REPAIRS		\$11.98
3/3/2026	89676/2	EMS RUBBER PLUG, GROUND CONNECTOR, & GROUNDING PLUG	01-5140-5710	AMBULANCE BLDG MAINT		\$165.90
3/3/2026	89898/2	EMS VELCRO	01-5140-5710	AMBULANCE BLDG MAINT		\$9.98
3/3/2026	89720/2	JAIL 1500W HEATER	03-5101-3340	JAIL BUILDING REPAIR		\$36.99
3/3/2026	89912/2	JAIL HOSE ADAPTERS & BALL VALVE	03-5101-3340	JAIL BUILDING REPAIR		\$36.17
3/3/2026	89562/2	RD HEX NUTS, CH RD, & BLANK COVER	02-6105-4270	ROAD GARAGE SUPPLIES		\$18.87
3/3/2026	89593/2	RD RESPIRATOR & SAFETY GLASSES	02-6103-3340	ROAD BLDG MAINT & REPAIR		\$64.98
3/3/2026	89643/2	RD SHARKBITE CAPS, MINI TUBE CUTTER, THREAD SEAL TAPE, & PVC CAP	02-6103-3340	ROAD BLDG MAINT & REPAIR		\$48.35
						\$406.21

002455: BOBCAT ENTERPRISES, INC.

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
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3/3/2026	P17641	RD TANK CAP	02-6105-3360	ROAD MACH/EQUIP REPAIRS		\$42.92
002455: BOBCAT ENTERPRISES, INC.						\$42.92

002975: S&S TIRE TRUCK TIRE CENTER

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026	3010275387	EMS TIRES, TIRE BALANCE, O'RINGS, SHOP SUPPLIES, & SCRAP FEE	01-5140-4790	AMBULANCE TIRES		\$881.33
3/3/2026	3010275297	MN TIRES	01-5080-3400	MAINTENANCE VEHICLE REPAIRS		\$1,158.42
3/3/2026	3010275306	SO TIRES	01-5015-4790	SHERIFF TIRES/TUBES		\$796.60
002975: S&S TIRE TRUCK TIRE CENTER						\$2,836.35

002983: CALLAWAY PEST CONTROL, INC.

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026	59150	CR MONTHLY SERVICE	01-5020-5710	CORONER BUILDING MAINTENANCE		\$48.00
3/3/2026	59261	JAIL MONTHLY SERVICE	03-5101-3460	JAIL PEST CONTROL		\$98.00
3/3/2026	59262	SW MONTHLY SERVICE	01-5215-5860	RECYC/SW BLDG MAINT		\$46.00
002983: CALLAWAY PEST CONTROL, INC.						\$192.00

003004: PREMIER EQUIPMENT GROUP, INC.

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026	329799	RD PRESSURE WASHER EXTENSION HOSE W/QUICK CONNECTS & SPRAY NOZZLES	02-6105-3360	ROAD MACH/EQUIP REPAIRS		\$282.05
3/3/2026	329623	RD PRESSURE WASHER HOSE W/QUICK CONNECTS	02-6105-3360	ROAD MACH/EQUIP REPAIRS		\$262.10
003004: PREMIER EQUIPMENT GROUP, INC.						\$544.15

003091: PAYROLL SOLUTIONS, INC

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026	1056486	PAYROLL CHECK DATE 2-26-2026	01-5040-3150	PAYROLL SERVICES		\$534.84
003091: PAYROLL SOLUTIONS, INC						\$534.84

003530: LEATHAM FAMILY, LLC

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026	0557090	SO 2-BADGES & 4-BADGE WALLETS	01-5015-4810	SHERIFF UNIFORMS		\$458.50

003530: LEATHAM FAMILY, LLC \$458.50

003587: BOUND TREE MEDICAL, LLC

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026	86105696	EMS DISPOSABLE GLOVES & ENDOTRACHEAL TUBES	01-5140-5500	AMBULANCE MED SUPPLIES		\$481.40
3/3/2026	86093818	EMS OB KIT, MAGNESIUM SULFATE, NALOXONE, ONDANSETRON, BANDAGES, & ALCOHOL PREP PADS	01-5140-5500	AMBULANCE MED SUPPLIES		\$1,006.27

003587: BOUND TREE MEDICAL, LLC \$1,487.67

003997: L & W EMERGENCY SERVICES EQUIPMENT, INC.

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026	484836	SO 3-FLASHLIGHT CHARGER CRADLE & POWER LEAD	01-5015-7170	SHERIFF VEHICLE EQUIPMENT		\$225.00

003997: L & W EMERGENCY SERVICES EQUIPMENT, INC. \$225.00

004487: J. EDINGER AND SON, INC

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026	42438	RD POWER UNIT ASSEMBLY	02-6105-3360	ROAD MACH/EQUIP REPAIRS		\$1,815.55

004487: J. EDINGER AND SON, INC \$1,815.55

004798: NATIONAL WORKWEAR, INC

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026	1125-5989	SW UNIFORM SHOES: KK, TB, & RM	01-5215-4810	RECYC/SW UNIFORMS (SAFETY SHOES)		\$299.97

004798: NATIONAL WORKWEAR, INC \$299.97

005000: 84 LUMBER CO

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026	0508-787311	CLIFTON BOAT RAMP 4/2025 FLOOD LUMBER & HANDICRETE	30-5080-4200	MAINTENANCE SUPPLIES & SERVICES - 4/1-4/8/25 FLOOD EVENT		\$2,634.55

005000: 84 LUMBER CO \$2,634.55

005163: TOSHIBA BUSINESS SOLUTIONS

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
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3/3/2026	6769302	EMS 2/4-3/3/26 COPIER MAINTENANCE	01-5140-4450	AMBULANCE OFFICE/SUPPLIES	\$74.70
3/3/2026	6779344	SO 2/21-3/20/26 COPIER MAINTENANCE	01-5015-7250	SHERIFF OFFICE EQUIPMENT	\$100.80
005163: TOSHIBA BUSINESS SOLUTIONS					\$175.50

005262: KELLWELL FOODS, INC

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026	220748	JAIL 1,896 TRAYS SERVED & 57 SACK LUNCHES	03-5101-4250	JAIL FOOD		\$4,196.99
3/3/2026	220678	JAIL 1,993 TRAYS SERVED, 42 SACK LUNCHES, & 20 STAFF & VISITORS	03-5101-4250	JAIL FOOD		\$4,416.20
005262: KELLWELL FOODS, INC					\$8,613.19	

005466: STAPLES CONTRACT & COMMERCIAL, INC.

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026	6053947596	JAIL DRY ERASERS, FILE FOLDERS, & ORG MESH ALL-IN-ONE	03-5101-4450	JAIL OFFICE SUPPLIES		\$49.50
3/3/2026	6053947592	JAIL FILE FOLDERS	03-5101-4450	JAIL OFFICE SUPPLIES		\$49.94
3/3/2026	6053947593	JAIL LABEL LASER FILE FLDR	03-5101-4450	JAIL OFFICE SUPPLIES		\$18.69
3/3/2026	6053947593	JAIL SWIFFER WETJET REFILLS	03-5101-4110	JAIL CUSTODIAL SUPPLIES		\$41.16
005466: STAPLES CONTRACT & COMMERCIAL, INC.					\$159.29	

005523: WOODFORD OIL COMPANY

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026	260227113122	AC FUEL	01-5205-4290	ANIMAL CONTROL GAS/OIL		\$83.22
3/3/2026	260227113122	DES FUEL	08-5135-4290	DES GAS/OIL		\$66.20
3/3/2026	260227113122	EMS FUEL	01-5140-4290	AMBULANCE GAS/OIL		\$917.04
3/3/2026	260227113122	HD FUEL	01-5231-4290	HEALTH DEPT GAS		\$124.00
3/3/2026	260227113122	JAIL FUEL	03-5101-4290	JAIL GAS/OIL		\$189.58
3/3/2026	260227113122	MN FUEL	01-5080-4290	MAINTENANCE GAS/OIL		\$501.84
3/3/2026	260227113122	P&Z FUEL	01-5070-4290	PLANNING & ZONING GAS/OIL		\$32.03
3/3/2026	260227113122	PARKS & REC FUEL	01-5401-4290	PARKS & REC GAS/OIL		\$415.09
3/3/2026	260220114838	RD FUEL	02-6105-4290	ROAD GAS/OIL		\$2,157.78
3/3/2026	260220114838	SO FUEL	01-5015-4290	SHERIFF GAS/OIL		\$815.29
3/3/2026	260227113122	SO FUEL	01-5015-4290	SHERIFF GAS/OIL		\$97.22

3/3/2026	260227113122	SW FUEL	01-5215-4290	RECYC/SW GAS/OIL		\$745.33
005523: WOODFORD OIL COMPANY						\$6,144.62

005589: MMR INVESTMENTS, INC.-1

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026	47984	CC RUBBER BANDS, TAPE, POST-IT NOTES, TAB DIVIDERS, & PAPER	01-5010-4450	CO CLERK OFFICE SUPPLIES		\$208.15
005589: MMR INVESTMENTS, INC.-1						\$208.15

005613: COLOSSUS, INC.

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026	JTMN0003035	JAIL 5/2026-4/2027 SUPPORT & HOSTING SERVICES	03-5101-3981	JAIL I.T. CONTRACTED SERVICES		\$9,426.70
005613: COLOSSUS, INC.						\$9,426.70

005637: WOODFORD COUNTY CLERK

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026	33939	FC RESTRICTIONS 71 PAGES DEED BK D357, PGS 204-274 DOCUMENT #: 290160	01-5025-3320	FISCAL COURT LEGAL FEES		\$248.00
005637: WOODFORD COUNTY CLERK						\$248.00

005709: AUTOZONE STORES, INC.

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026	04540220119	SO WIPER BLADES	01-5015-3400	SHERIFF VEHICLE REPAIRS/RADIO		\$54.38
005709: AUTOZONE STORES, INC.						\$54.38

005747: BACHMAN AUTO GROUP, INC.

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026	2307396	MN REAR END SEAL	01-5080-3400	MAINTENANCE VEHICLE REPAIRS		\$38.83
005747: BACHMAN AUTO GROUP, INC.						\$38.83

005977: PICTOMETRY INTERNATIONAL, CORP.

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026	30321022	GIS 2026 AERIAL PHOTO INITIAL PYMT	01-9100-3981	GIS AERIAL PHOTOGRAPHY		\$19,564.50

005977: PICTOMETRY INTERNATIONAL, CORP. **\$19,564.50**

006012: OLDHAM COUNTY AMBULANCE TAXING DISTRICT

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026	3841	EMS ACLS PROVIDER ECARD	01-5140-5740	AMBULANCE TRAINING		\$9.00
006012: OLDHAM COUNTY AMBULANCE TAXING DISTRICT						\$9.00

006035: WISEWAY, INC.

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026	S3841974.001	RD CARTRIDGE SEAL COMPOUND & MINI RATCHET SET	02-6103-3340	ROAD BLDG MAINT & REPAIR		\$117.26
3/3/2026	S3841970.001	RD DIE CHF MINNIE W/BOLT, WEATHER TIGHT HUB, STRAPS, RIGID NIPPLE, CONDUIT SEALING FITTING, & RIGID CONDUIT	02-6103-7050	ROAD COMPUTER EQUIP & SOFTWARE		\$545.17
006035: WISEWAY, INC.						\$662.43

006089: WEX BANK CORPORATION

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026	110976523	EMS FUEL	01-5140-4290	AMBULANCE GAS/OIL		\$807.28
3/3/2026	110976523	SO FUEL	01-5015-4290	SHERIFF GAS/OIL		\$478.44
006089: WEX BANK CORPORATION						\$1,285.72

006147: U.S. POSTAL SERVICE (QUADIENT-POC)

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026	08038157	TR/TA DAILY POSTAGE	01-5040-5630	TREAS/TAX ADM POSTAGE		\$1,000.00
006147: U.S. POSTAL SERVICE (QUADIENT-POC)						\$1,000.00

006242: MWM CONSULTING, LLC

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026	788	FC 3/2026 ED SERVICES	01-5075-3090	ECONOMIC DEVELOPMENT		\$1,955.00
006242: MWM CONSULTING, LLC						\$1,955.00

006289: KENTUCKY STATE TREASURER-37

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
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3/3/2026	55120018	EMS 2/2026 MEDICAID ASSESSMENT FEE	01-5140-9020	MEDICAID ASSESSMENT FEE		\$4,739.00	
						006289: KENTUCKY STATE TREASURER-37	\$4,739.00

006503: PENN CARE, INC.

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount	
3/3/2026	M159290.01	EMS DRUG DISPOSAL SYSTEM	01-5140-5500	AMBULANCE MED SUPPLIES		\$159.90	
3/3/2026	M161123	EMS EPINEPHRINE & ET TUBE	01-5140-5500	AMBULANCE MED SUPPLIES		\$386.48	
3/3/2026	M158039	EMS LEVALBUTEROL INHALATION SOLUTION	01-5140-5500	AMBULANCE MED SUPPLIES		\$49.04	
3/3/2026	M159528	EMS SPLINTS	01-5140-5500	AMBULANCE MED SUPPLIES		\$712.98	
						006503: PENN CARE, INC.	\$1,308.40

006709: MARLIN MANUFACTURING COMPANY, INC.

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount	
3/3/2026	380319	JAIL WILLOUGHBY METERING CARTRIDGES	03-5101-3340	JAIL BUILDING REPAIR		\$420.26	
						006709: MARLIN MANUFACTURING COMPANY, INC.	\$420.26

006740: XEROX CORPORATION

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount	
3/3/2026	COK5011B26	DES 1/2026 COPIER MAINTENANCE	08-5135-3380	DES OFFICE EQUIP REPAIR/MAINT		\$161.90	
3/3/2026	COK9111B26	JE 1/2026 COPIER MAINTENANCE	01-5001-4450	JUDGE/EX OFFICE SUPPLIES		\$94.28	
						006740: XEROX CORPORATION	\$256.18

006792: MCCOY CONSTRUCTION & FORESTRY, INC.

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount	
3/3/2026	2644089	RD HYDRAULIC HOSE & 8-JOHN DEERE KEYS	02-6105-3360	ROAD MACH/EQUIP REPAIRS		\$74.97	
						006792: MCCOY CONSTRUCTION & FORESTRY, INC.	\$74.97

006802: KENTUCKY STATE TREASURER-40

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount	
3/3/2026	2714	SO SUITABILITY SCREENER TEST	01-5015-5740	SHERIFF TRAINING		\$65.00	
						006802: KENTUCKY STATE TREASURER-40	\$65.00

006833: SIMPLIFY COMPLIANCE, LLC

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026	19763948-R1	FC SAFETY ANNUAL EHS HERO SUBSCRIPTION	01-5025-4452	FISCAL COURT SAFETY SUBSCRIPTIONS		\$1,195.00
				006833: SIMPLIFY COMPLIANCE, LLC		\$1,195.00

006871: NIXON POWER, LLC

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026	SLS000478210	EMS REPLACED BLOCK HEATER	01-5140-5710	AMBULANCE BLDG MAINT		\$1,819.27
				006871: NIXON POWER, LLC		\$1,819.27

006878: BAKER PRODUCTIONS, LLC

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026	482	IT 2/2026 F. CT. MTGS. LIVE STREAMING SUPPORT	01-5091-3980	INFORMATION TECHNOLOGY CONTRACTED SERVICES		\$400.00
				006878: BAKER PRODUCTIONS, LLC		\$400.00

006879: UNITED DIRECT SOLUTIONS, LLC

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026	322478WO	ELECTION LETTERSHOP PROCESSING & POSTAGE	01-5065-4460	ELECTION MATERIAL SUPPLIES		\$117.05
				006879: UNITED DIRECT SOLUTIONS, LLC		\$117.05

006892: LINDA DEROSETT

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026		JH 2/2026 SERVICES MINUS MEDICAL PREMIUM	01-5435-1060	JOUETT HOUSE SITE EXECUTIVE DIRECTOR SALARY		\$3,441.56
				006892: LINDA DEROSETT		\$3,441.56

006998: ATLANTIC EMERGENCY SOLUTIONS, INC.

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026	3949SH	EMS COMPRESSIBLE FLUID, STRUT ASSEMBLY, STRUT, HOSE ASSEMBLIES	01-5140-3400	AMBULANCE VEHICLE REPAIRS		\$2,658.43
				006998: ATLANTIC EMERGENCY SOLUTIONS, INC.		\$2,658.43

007007: WOODFORD WHEELS, INC.

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026	26-001	FC 2025-2026 SUPPORT	01-5340-3480	WOODFORD WHEELS PROGRAM SUPPORT		\$10,000.00
007007: WOODFORD WHEELS, INC.						\$10,000.00

007058: CULLIGAN PURE WATERS, LLC

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026	0019247	ANNEX 1/2026 WATER TREATMENT	01-5086-5710	ANNEX REPAIRS		\$145.00
3/3/2026	0019245	ANNEX 11/2025 WATER TREATMENT	01-5086-5710	ANNEX REPAIRS		\$145.00
3/3/2026	0019246	ANNEX 12/2025 WATER TREATMENT & ADDED NITRITE	01-5086-5710	ANNEX REPAIRS		\$145.00
3/3/2026	0019247	CT 1/2026 WATER TREATMENT	01-5080-5710	MAINT. CTHOUSE RENEWAL REPAIRS		\$75.00
3/3/2026	0019244	CT 10/2025 WATER TREATMENT ADD FEE	01-5080-5710	MAINT. CTHOUSE RENEWAL REPAIRS		\$3.30
3/3/2026	0019245	CT 11/2025 WATER TREATMENT	01-5080-5710	MAINT. CTHOUSE RENEWAL REPAIRS		\$75.00
007058: CULLIGAN PURE WATERS, LLC						\$588.30

007086: W PRINCIPLES, LLC

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026	APP #2	PARKS STADIUM TURF PROJECT	01-5401-5071	PARKS & RECREATION SPECIAL CAPTIAL PROJECTS		\$99,858.12
007086: W PRINCIPLES, LLC						\$99,858.12

007101: CHARLES RUSSELL, JR.

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026	02242026	SO REIMB MILEAGE	01-5015-5740	SHERIFF TRAINING		\$34.44
007101: CHARLES RUSSELL, JR.						\$34.44

007102: DERMATOLOGY CONSULTANTS, PSC (1099-G)

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026	37541	TA REFUND OCC TAX YEAR 2024	01-5040-5670	TREAS/TAX ADM REFUNDS		\$1,061.00
007102: DERMATOLOGY CONSULTANTS, PSC (1099-G)						\$1,061.00

007103: WILLIAM CURTSINGER

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
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3/4/2026	090727	AC SEATS OUT COMPLETE DETAIL ON A 2020 DODGE DURANGO DUE TO SEVERELY INJURED K-9	01-5205-3400	ANIMAL CONTROL VEHICLE REPAIR	\$800.00
----------	--------	--	--------------	----------------------------------	----------

007103: WILLIAM CURTSINGER \$800.00

03518A: GENUINE PARTS COMPANY

Invoice Date	Vendor Invoice #	Description	Account #	Account Description	PO #	Amount
3/3/2026	250280	AC OIL FILTER & 0W-20 OIL	01-5205-3400	ANIMAL CONTROL VEHICLE REPAIR		\$46.81
3/3/2026	250195	DES WIPER BLADES	08-5135-3400	DES VEHICLE REPAIRS/MAINT		\$30.28
3/3/2026	250287	JAIL OIL FILTER & SYNTHETIC 5W30 OIL	03-5101-3400	JAIL VEHICLE REPAIR		\$39.47
3/3/2026	250349	JAIL RETURN HOSE	03-5101-3400	JAIL VEHICLE REPAIR		\$73.51
3/3/2026	250175	RD VARIOUS WHEEL WEIGHTS	02-6105-4270	ROAD GARAGE SUPPLIES		\$103.44
03518A: GENUINE PARTS COMPANY						<u>\$293.51</u>
Grand Total						<u><u>\$455,882.85</u></u>

Woodford County Fiscal Court
3-10-26 Additional Outstanding Vendor Claims*

5845: HUFFMAN ACQUISITION-FRANKFORT,

Invoice Date	Invoice #	Description	Account #	Description	PO #	Amount
2/16/2026	65027093	SO CREDIT N-STEP PACKAGE	75-5015-3400	SHERIFF ASSET FORFEITURE		(\$795.00)
2/16/2026	65027093	SO N-STEP PACKAGE	75-5015-3400	SHERIFF ASSET FORFEITURE		\$945.97
5845: HUFFMAN ACQUISITION-FRANKFORT,						\$150.97
Grand Total						\$150.97

5845

Neil Huffman

Chevrolet GMC of Frankfort
1220 Versailles Rd - Frankfort, KY 40601
Phone: (502) 695-7500
www.neilhuffmangmfrankfort.com

RECEIVED
FEB 17 2026



SOLD TO	SHIPPED TO
WOODFORD COUNTY SHERIFF VERSAILLES, KY 40383	
859-873-3119	

RETURN POLICY: No returns on electrical or special order items. All claims and returned goods must be accompanied by this invoice. A restocking charge will be applied on all merchandise returned for credit. No returns after 30 days.

DISCLAIMER OF WARRANTIES: All warranties on the products sold hereby are those made by the manufacturer. The seller, NEIL HUFFMAN CHEVROLET BUICK GMC OF FRANKFORT, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and NEIL HUFFMAN CHEVROLET BUICK GMC OF FRANKFORT, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

YOUR PURCHASE ORDER		TERMS	INVOICE DATE	INVOICE NUMBER / PG.		
		NET DUE 30 DAYS	02/16/26	65027093	1	
SHIP VIA			SALESPERSONS NAME			
WILL CALL			Angie Durr			
QTY.	DESCRIPTION	SOURCE	LIST	NET	AMOUNT	
1	84331816 : N-STEP PKG (08225-CT) Returned from Invoice Number 65027072	SPORD	795.00	795.00	-795.00	
1	84809512 : N-STEP (08225-CT)	SPORD	1362.20	945.97	945.97	
<p><i>John Walker</i></p> <p>CLAIM P.O. <u>3840</u> CHECK # _____ DATE 2-17-26 <u>3-10-26</u> ACCOUNT 015015 <u>75-5015-3400</u> <\$795.00> ASSET FORFEITURE <u>75-5015-3400</u> \$ 945.97</p>						
DATE PRINTED	02/16/26	TIME	08:09:24	SERVICES OR EQUIPMENT	150.97	
PARTS DEPARTMENT HOURS 7:30 a.m. to 5:30 p.m. Mon - Fri 8:00 a.m. to 1:00 p.m. Sat <h1>Thank You!</h1>				SHIPPING		
				C.O.D. CHARGE		
				SALES TAX OR TAX I.D.	XXXX0101	.00
				DEPOSIT ON CONTRACT		
				TOTAL		150.97
				A/R1445	WOODFORD COUNTY SHERI	150.97
NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.						
X						

TRANSFERS

3-10-2026

EXPENDITURES:

FROM: 01-9200-9990	GENERAL RESERVE FOR TRANSFER	\$	8,162.65
TO: 01-5025-3020	FC Advertising	\$	50.00
TO: 01-5040-5630	TR/TA Postage	\$	248.12
TO: 01-5140-3400	EMS Vehicle Repairs	\$	4,465.05
TO: 01-5215-5860	SW Building Maintenance	\$	299.48
TO: 01-9100-2030	GIS Health/Life/Dental	\$	3,100.00
CR BANK CHARGES/CREDIT CARD			
FROM: 01-5020-5030	FEES	\$	102.82
TO: 01-5020-5310	CR Bond	\$	102.82
RD TOOLS			
FROM: 02-6105-4750	RD TOOLS	\$	157.09
TO: 02-6105-3360	RD Machine/Equipment Repairs	\$	157.09
RD MATERIALS			
FROM: 02-6105-4310	RD MATERIALS	\$	15,078.29
TO: 02-6105-7210	RD Maintenance Equipment	\$	15,078.29
JAIL BUILDING REPAIR			
FROM: 03-5101-3340	JAIL BUILDING REPAIR	\$	262.22
TO: 03-5101-3360	JAIL Equipment Repairs	\$	262.22
JAIL BUILDING REPAIR			
FROM: 03-5101-3340	JAIL BUILDING REPAIR	\$	926.70
TO: 03-5101-3981	JAIL IT Contracted Services	\$	926.70
FLOOD RESERVE FOR TRANSFER			
FROM: 30-9200-9990	FLOOD RESERVE FOR TRANSFER	\$	2,634.55
TO: 30-5080-4200	MN Supplies & Services - 4/1-4/8/25 Flood Event	\$	2,634.55
SO ASSET FORFEITURE RESERVE FOR TRANSFER			
FROM: 75-9200-9990	SO ASSET FORFEITURE RESERVE FOR TRANSFER	\$	150.97
TO: 75-5015-3400	SO Asset Forfeiture Vehicle Repairs/Radio	\$	150.97
SO ASSET FORFEITURE RESERVE FOR TRANSFER			
FROM: 75-9200-9990	SO ASSET FORFEITURE RESERVE FOR TRANSFER	\$	0.27
TO: 75-5015-4130	SO Asset Forfeiture Data Processing Supplies	\$	0.27

Date 3/4/2026

AMENDMENT TO THE AGREEMENT BETWEEN
KENTUCKY TRANSPORTATION CABINET
AND THE
WOODFORD COUNTY FISCAL COURT
SC-628- 2300000230
SYP ITEM # 07-03037.00
SUPPLEMENTAL AGREEMENT NO. 2

This Amendment made and entered into by and between the Kentucky Transportation Cabinet (KYTC) and the **Woodfor County fiscal Court(RECIPIENT)** acting as an amendment to that Agreement entered into between the parties dated **October 20, 2022**,

WHEREAS, on **October 20, 2022**, the parties hereto entered into an agreement for the McCormick Road Sidewalk Project, and

WHEREAS, the parties desire to amend said agreement;

NOW THEREFORE, in consideration of the following promises and covenants contained herein, the parties hereby agree as follows:

1. The Budget and Scope of Work of the Agreement numbered **SC-628-2300000230** is hereby modified as show on Attachment A;
2. All other terms and conditions of **SC-628-2300000230** shall remain in effect.

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

Kentucky Transportation Cabinet:

Approved as to form & legality:

Commonwealth of Kentucky

Attorney
Transportation Cabinet

Jim Gray, Secretary
Transportation Cabinet

Date: _____

Date: _____

Woodford County Fiscal Court

Approved as to form & legality:

Attorney

Mayor

Date: _____

Date: _____

**ATTACHMENT A
 SCOPE OF WORK AND BUDGET**

Recipient UEI Number: NBCGEVM3CMJ5

Description: PE, environment, design engineering, and construction activities for sidewalks along Big Sink Road in Versailles.

Budget:

		Federal Funds (TAP)	Local Funds	State Match	Total
Original MOA(October 20, 2022	Design Phase Funding: LPA Program# 1555601D	\$80,000.00	\$20,000.00	-	\$100,000.00
	Design Phase Funding: Cabinet Program# 1555602D	\$2,000.00	-	\$500.00	\$2,500.00
Supplemental Agreement #1 – March 18, 2025	Design Phase Funding: LPA Program# 1555601D	\$89,000.00	\$22,250.00	-	\$111,250.00
	Design Phase Funding: Cabinet Program# 1555602D	-	-	-	-
Supplemental Agreement #2- current	ROW Phase Funding: LPA Program#1555601R	+\$120,000.00	+\$30,000.00	-	+\$150,000.00
	ROW Phase Funding Cabinet: Program# 1555602R	+\$2,000.00	-	+\$500.00	+\$2,500.00
Design Phase Total for Recipient		\$169,000.00	\$42,250.00	-	\$211,250.00
Design Phase Total for Cabinet		\$2,000.00	-	\$500.00	\$2,500.00
ROW Phase Total for Recipient		+\$120,000.00	+\$30,000.00	-	+\$150,000.00

Woodford County Fiscal Court
 Big Sink Sidewalk Project
 TA 07-3037
 Supplemental Agreement #2
 SC- 628-230000230

ROW Phase Total for Cabinet	+\$2,000.00	-	+\$500.00	+\$2,500.00

All federally funded projects are set up in phases (design, ROW, utilities, construction). No work can begin on any phase of a project until the CABINET provides a written notice to proceed for that phase. Funding for this project will be programmed with FHWA as each phase is approved. Effective December 26, 2014, FHWA requires a project end date for each federal project phase programmed. As each phase of the project is programmed with FHWA a supplemental agreement will be sent to the project sponsor to add the funding and adjust the project end date. Any expenditure incurred by the project sponsor after the end date will not be eligible for reimbursement. If the project sponsor requires an extension, they must notify the Administering Office thirty (30) days before the project end date.

ATTACHMENT B

ATTACH A RESOLUTION HERE

A resolution authorizing the Mayor or Judge/Executive to sign this agreement is necessary if funds are being added or removed from a project or the original terms and conditions are being altered. An acceptable Resolution shall contain the project name, description, and amount of funds being provided by the Agreement.

RESOLUTION NO. 2026-04

A RESOLUTION OF THE WOODFORD COUNTY FISCAL COURT AUTHORIZING THE COUNTY JUDGE/EXECUTIVE TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 2 WITH THE KENTUCKY TRANSPORTATION CABINET FOR THE BIG SINK SIDEWALK PROJECT (SYP ITEM NO. 07-03037.00).

WHEREAS, the Woodford County Fiscal Court previously entered into an agreement with the Kentucky Transportation Cabinet on October 20, 2022 for the Big Sink Sidewalk Project; and

WHEREAS, the project includes preliminary engineering, environmental review, design engineering, and construction activities for sidewalks along Big Sink Road in Versailles, Kentucky; and

WHEREAS, the Kentucky Transportation Cabinet has prepared Supplemental Agreement No. 2 to modify the scope of work and budget to include funding for the Right-of-Way (ROW) Phase of the project; and

WHEREAS, Supplemental Agreement No. 2 provides additional funding in the amount of \$152,500, consisting of:

- \$120,000 in Federal Transportation Alternatives Program (TAP) funds,
- \$30,000 in required local matching funds,
- \$2,000 in Federal funds administered by the Cabinet, and
- \$500 in State matching funds,

to support the Right-of-Way phase of the Big Sink Sidewalk Project; and

WHEREAS, the Kentucky Transportation Cabinet requires a resolution from the Woodford County Fiscal Court authorizing the County Judge/Executive to execute said agreement.

NOW, THEREFORE, BE IT RESOLVED by the Woodford County Fiscal Court that the County Judge/Executive is hereby authorized to sign and execute Supplemental Agreement No. 2 (SC-628-2300000230) with the Kentucky Transportation Cabinet for the Big Sink Sidewalk Project (SYP Item No. 07-03037.00) and any related documents necessary to carry out the project.

ADOPTED by the Woodford County Fiscal Court this 10th day of March 2026.

Woodford County Judge/Executive

ATTEST: _____

Fiscal Court Clerk

INTERLOCAL COOPERATION AGREEMENT

by and between

CITY OF VERSAILLES, KENTUCKY

and

COUNTY OF WOODFORD, KENTUCKY

Prepared by:
John C. Merchant
Dinsmore & Shohl LLP
255 East Fifth Street
Suite 1900
Cincinnati, Ohio 45202

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(This Table of Contents is not part of this Interlocal Cooperation Agreement and is for convenience of reference only)

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ATTACHMENT A - Description of Property

INTERLOCAL COOPERATION AGREEMENT

This **INTERLOCAL COOPERATION AGREEMENT**, is entered into effective as of the Effective Date set forth below by and between the **CITY OF VERSAILLES, KENTUCKY**, a municipal corporation and political subdivision of the Commonwealth of Kentucky (the “City”) and the **COUNTY OF WOODFORD, KENTUCKY**, a county and political subdivision of the Commonwealth of Kentucky (the “County” and collectively with the City the “Parties”).

PREAMBLE

WHEREAS, all capitalized terms used in this preamble shall have the meanings set forth in ARTICLE II hereof; and

WHEREAS, the Parties, along with the Woodford County Economic Development Authority (the “Authority”) have entered in an Agreement for Sale and Purchase of Real Estate with Yokohama Industries America, Inc. (the “Company”) to acquire property located at 105 Industry Drive, Versailles, Woodford County, Kentucky which includes approximately 17.5 acres with an existing building containing 144,000 square feet (collectively, the “Property”) more specifically identified and described in *APPENDIX A*, attached hereto; and

WHEREAS, the City and the County have covenanted and agreed to (i) share on an equal basis the costs of the acquisition, maintenance, development and financing of the Property including the repayment of the Notes and any Future Obligations (both as defined below), (ii) approve the Authority taking fee simple title to the Property from the Company (if required), and (iii) approve the Authority’s development and promotion of the Property for the mutual benefit of the citizens of the City and the County , and

WHEREAS, the City has determined to proceed with the issuance of its General Obligation Bond Anticipation Notes, Series 2026 (Federally Taxable) in an amount not to exceed the \$8,415,000 (the “Notes”) (i) to finance a portion of the costs of the Property; (ii) to pay all or a portion of the cost of credit enhancement on the Notes, if any; and (iii) to pay all or a portion of the costs of issuance of the Notes; and

WHEREAS, the Interlocal Act authorizes “local government units” of the Commonwealth, including each of the Parties hereto, to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage to provide services and facilities, including economic and industrial development activities, in a manner and pursuant to forms of government organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of such legal government units; and

WHEREAS, the Parties desire to enter into this Interlocal Cooperation Agreement to (i) approve the Authority taking fee simple title to the Property (if required), (ii) approve the Authority's development and promotion of the Property for the mutual benefit of the citizens of the City and the County, (iii) provide the terms and conditions upon which the Parties will share in the costs of the acquisition, maintenance, development, and promotion of the Property, including the repayment of the Notes and any Future Obligations incurred by the City to finance the acquisition of the Property.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I AFFIRMATION OF PREAMBLE

The Parties hereby find, determine, and declare that the facts, recitals, determinations, and declarations set forth in the preamble of this Agreement are true and correct and hereby affirm and approve all acts described in the preamble. Such facts, recitals, determinations, and declarations are hereby adopted into and incorporated as part of this Agreement.

ARTICLE II DEFINITIONS

In addition to the words and terms elsewhere defined herein, the following words and terms used herein shall have the following meanings unless the context or use indicates a different meaning or intent:

“**Agreement**” means this Interlocal Cooperation Agreement as originally executed and as it may be supplemented or amended from time to time pursuant to the applicable provisions hereof.

“**Appropriations**” means any appropriation of moneys made by either Party from its general fund to pay the costs of the Notes or any Future Obligations.

“**Authority**” means the Woodford County Economic Development Authority, a body politic and corporate.

“**City**” means the City of Versailles, Kentucky, a municipal corporation and political subdivision of the Commonwealth.

“**Commonwealth**” means the Commonwealth of Kentucky.

“**County**” means the County of Woodford, Kentucky, a county and political subdivision of the Commonwealth.

“**Property**” means the acquisition, development, and promotion of the Property described on *ATTACHMENT A* attached hereto.

“**Effective Date**” has the meaning provided in ARTICLE III hereof.

“**Fiscal Year**” means an annual period beginning on (and including) July 1st and ending on (and including) the immediately succeeding June 30th.

“**KRS**” means the Kentucky Revised Statutes.

“**Legislative Body**” means the City Council of the City or the Fiscal Court of the County.

“**Parties**” means the City and the County.

“**Party**” means the City or the County.

“**Stated Expiration Date**” has the meaning provided in Section 7.01 hereof.

ARTICLE III EFFECTIVE DATE

This Agreement shall become effective on the date the last of the following events occurs (the “**Effective Date**”):

(a) The City approves this Agreement by the adoption of an ordinance of its City Council and all proper notifications regarding the adoption of such ordinance are published in accordance with applicable law;

(b) The County approves this Agreement by the adoption of an ordinance of its Fiscal Court and all proper notifications regarding the adoption of such ordinance are published in accordance with applicable law;

(c) The Department of Local Government approves this Agreement pursuant to KRS 65.260(2);

(d) The County or City files a certified copy of this Agreement with the office of the Woodford County Clerk pursuant to KRS 65.290; and

(e) The County or City files a certified copy of this Agreement with the Secretary of State of the Commonwealth pursuant to KRS 65.290.

**ARTICLE IV
APPROVAL OF THE PROPERTY**

Section 4.01. Authorization of Property. The Parties hereby agree to proceed with the acquisition, maintenance, development and promotion of the Property.

Section 4.02. Authorization of the Notes. The Parties hereby agree that the City shall finance the Property through the issuance of general obligation Notes and to pay any costs of borrowing, provided the terms of the Notes are within the following parameters:

(a) The stated principal amount of the Notes shall not exceed \$8,415,000;

(b) The term that the Notes shall be outstanding shall not exceed 4 years from the date the Notes are first incurred. The Notes shall be issued in anticipation of the incurrence by the City of general obligation indebtedness, including, without limitation, the issuance of one or more series of general obligation bonds or the incurrence of a general obligation lease under Sections 65.942 to 65.956, inclusive, of the KRS, to retire the Notes and provide permanent financing for the acquisition of the Property (the "Future Obligations"). The Future Obligations shall be issued or incurred in accordance with an ordinance to be adopted by the City Council of the City at the appropriate time, which ordinance shall (i) authorize the issuance or incurrence of such Future Obligations; (ii) pledge the full faith, credit, and taxing power of the City as security for the repayment of the Future Obligations; and (iii) establish the definitive terms of the Future Obligations, including, among other things, the principal amount, maturities, redemption provisions, and date of issuance and delivery thereof; provided, however, that the Future Obligations shall (A) be issued or incurred no later than the maturity or earlier redemption date of the Note; (B) bear interest at a rate not to exceed 10% per annum, payable semiannually; and (C) mature over a period not to exceed thirty years. Alternatively, the City reserves the right to issue one or more series of renewal notes if, before the maturity or earlier redemption of the Note, the City determines that due to delays, changes in plans, high long-term interest rates, uncertainties in the municipal bond market, or any other causes justifying a delay in the issuance or incurrence of the Future Obligations, the Future Obligations should not immediately be issued or incurred, and the proceeds received from the sale of such renewal notes shall be applied to the payment of the Note; and

(c) The Notes shall bear interest at a stated rate not to exceed 7.000% per annum; and

ARTICLE V
APPROPRIATIONS OF MONEYS TO PAY
THE ACQUISITION OF THE PROPERTY

Section 5.01. Agreement To Make Appropriations. The Parties hereby agree that during each Fiscal Year as long as the Notes or Future Obligations are outstanding, the financial responsibility for the City and the County for the debt service on the Notes or the Future Obligations shall be 50% for the City of Versailles, Kentucky and 50% for Woodford County, Kentucky. With respect to the debt service on the Notes or Future Obligations, each party shall pay its 50% share directly to the Paying Agent designated in the City proceedings authorizing the issuance and sale of the Notes or Future Obligations for deposit into the Sinking Fund held by such Paying Agent. Each Party covenants and agrees to pay its 50% share of the total budget for the maintenance of the Property for each fiscal year in accordance with the provisions of this Interlocal Agreement.

Upon issuance of the Future Obligations by the City, the parties may enter into such agreements as may be necessary or desirable upon the advice of counsel to implement the provisions of this Interlocal Agreement with respect to the annual commitment of each party to pay its equal 50% share of debt service on the outstanding Future Obligations, without further filings and approvals as described above.

It is acknowledged and agreed by the Parties that the agreement and commitment of the County to pay to or upon the order of the City to the Paying Agent an amount sufficient to satisfy the County's allocated portion of the debt service on the Notes or the Future Obligations issued by the City to finance the acquisition and installation of the Property and for payment of maintenance of the Property and payment of administration costs of the Notes or Future Obligations shall be effective immediately upon issuance of the Notes or Future Obligations and shall be paid in each year during which the Notes or Future Obligations are outstanding (which, together with each such successive year, is referred to as a "Bond Year") and shall continue to be effective and binding so long as any Notes or Future Obligations and interest thereon remain outstanding and shall be a general obligation of the County.

Section 5.02. Allocation Of Appropriations. The Parties hereby agree to each pay fifty percent (50%) of each validly requested and authorized Appropriation requested by the Authority with respect to the maintenance of the Property. The Parties hereby agree and acknowledge that the allocation of Appropriations among the Parties in equal proportions is a fair and equitable allocation based upon the benefits to be derived by the Parties and their respective constituents hereunder.

Section 5.03. Failure To Pay Timely Appropriations. If one Party fails to pay all or part of its share of an Appropriation required by this Agreement, the other Party may, but is under no obligation to, pay such amount to the Paying Agent and/or the Authority on behalf of the other Party. In such an event, the paying Party shall notify the defaulting Party of the amount and date of such payment and the defaulting Party shall pay such amount to the paying Party within thirty days of the date of such notice. Notwithstanding any provision in this Section 5.03, the default by one Party in its obligation to pay its share of Appropriations to the Paying Agent and/or the Authority shall not relieve the other Party of its obligations to pay its share of Appropriations to the Paying Agent and/or the Authority hereunder.

**ARTICLE VI
OTHER MATTERS REQUIRED TO BE ADDRESSED
BY THE INTERLOCAL ACT**

Section 6.01. Parties Each Constitute A Public Agency. Each Party hereby represents and warrants that it constitutes a “public agency” as defined in KRS 65.230.

Section 6.02. Joint And Cooperative Action. The Parties have entered into this Agreement pursuant to KRS 65.240 and each Party has approved the execution, delivery, and effectuation of this Agreement by the enactment of an ordinance of its Legislative Body.

Section 6.03. Manner Of Financing; Establishment Of Budget. This Section 6.03 has been provided for purposes of compliance with the requirements of KRS 65.250(1)(c). The Parties have entered into this Agreement to govern their financial support for the Property. This Agreement does not provide for or require an activity that requires a separate source of funds by the Parties. Consequently, it is unnecessary to provide for a manner of financing hereunder or the establishment of a budget other than what is required of the Authority as a condition to the Parties’ obligations pursuant to ARTICLE V hereof.

Section 6.04. Holding And Disposing Of Real And Personal Property. This Section 6.04 has been provided for purposes of compliance with the requirements of KRS 65.250(2)(b). The Authority (if required) shall acquire, own, hold, and dispose of all real property, real property improvements, and personal property used in connection with the Property.

Section 6.05. Utilization Of Peace Officers. This Section 6.05 has been provided for purposes of compliance with the requirements of KRS 65.255. This Agreement does not provide for cooperative action in the utilization of peace officers or police department members.

Section 6.06. Utilization Of Revenue Bonds. This Agreement does not provide for the utilization of revenue bonds by the Parties pursuant to KRS 65.270.

Section 6.07. Employee Transfers. No employees shall be transferred between the Parties pursuant to this Agreement or KRS 65.280.

**ARTICLE VII
TERM OF AGREEMENT**

Section 7.01. Stated Term. Except as otherwise provided in this ARTICLE VII, this Agreement shall have a term of thirty years, beginning on the Effective Date and continuing to (but excluding) the thirtieth anniversary of the Effective Date (the “**Stated Expiration Date**”).

Section 7.02. Early Termination. The Parties may terminate this Agreement before the Stated Expiration Date if the Legislative Bodies of both Parties adopt ordinances providing for such termination and specifying the date such termination is to become effective. If the ordinances specify different early termination dates, the latter early termination date shall govern for both Parties. Notwithstanding anything in this Section 7.02 to the contrary, however, the Parties may not terminate this Agreement before the Stated Expiration Date if the City then has Notes or any

Future Obligations outstanding and the City and the County have pledged Appropriations to the payment of the Notes or any Future Obligations.

In addition, the Parties may terminate this Agreement before the Stated Expiration Date if the Property shall have been sold by the Parties and the proceeds of such sale shall be in an amount sufficient to pay and retire the then outstanding principal of and accrued interest on the Notes or any Future Obligations and such Notes or any Future Obligations shall no longer remain outstanding.

Section 7.03. Extension. The Parties may extend the Stated Termination Date of this Agreement if the Legislative Bodies of both Parties adopt resolutions or municipal orders, as applicable, specifying the new stated expiration date. Upon the adoption of both such resolutions or municipal orders, this Agreement shall be deemed amended to reflect the new stated expiration date and each Party shall attach a copy of both resolutions or orders, as the case may be, to the copy of this Agreement maintained in such Party's permanent records. The Parties shall also provide copies of such resolutions or municipal orders, as the case may be, to the State and Local Debt Officer, the office of the Woodford County Clerk, and the Secretary of State of the Commonwealth. The Parties may extend the Stated Expiration Date of this Agreement as many times as desired.

Section 7.04. Actions Upon Termination. This Section 7.04 has been provided for purposes of compliance with the requirements of KRS 65.250(1)(d). As of the Effective Date, the Parties do not reasonably expect it will be necessary to dispose of any property upon the partial or complete termination of this Agreement. Nevertheless, if the termination of this Agreement necessitates any such property to be disposed of, such property shall be returned to the Parties in the same proportions as their respective contributions of moneys, property, and other assets to pursuant to this Agreement.

ARTICLE VIII MISCELLANEOUS PROVISIONS

Section 8.01. Third Party Beneficiaries. The Parties hereby acknowledge and affirm that the Authority is a third party beneficiary of this Agreement. Except as provided in the immediately preceding sentence, nothing in this Agreement, express or implied, shall confer upon or give to any Person other than the Parties, their respective successors and assigns, and the Authority any right, remedy, or claim under or by reason of this Agreement or any covenant, condition, or stipulation hereof; and the covenants, stipulations, and agreements in this Agreement are and shall be for the sole and exclusive benefit of the Parties, their respective successors and assigns, and the Authority.

Section 8.02. Non-Business Days. Whenever any payment or action to be made or taken under this Agreement shall be stated to be due on a day that is not a Business Day, such payment or action shall be made or taken on the next succeeding Business Day and such extension of time shall be included in computing interest or fees, if any, in connection with such payment or action.

Section 8.03. Notice. All notices and other communications given to or made upon any party hereto in connection with this Agreement shall, except as herein otherwise expressly provided, be in writing and mailed, faxed, or delivered. All such notices or other communications shall be effective, if mailed, when deposited in the U.S. mail, first class postage prepaid; if faxed, when faxed; or if delivered, when delivered. Until otherwise provided by the respective Parties, all notices, demands, certificates, and communications to each of them shall be addressed as follows:

To the County: County of Woodford, Kentucky
103 South Main Street
Versailles, Kentucky 40383
Attention: County Judge/Executive
Telephone: (859) 873-4139

With a copy to: Woodford County Attorney
103 South Main Street
Suite 300
Versailles, Kentucky 40383
Telephone: (859) 873-5001

To the City: City of Versailles, Kentucky
196 S. Main Street
Versailles, Kentucky 40383
Attention: Mayor
Telephone: (859) 873-5436

With a copy to: City Attorney
City of Versailles, Kentucky
126 S. Main Street
Versailles, Kentucky 40383
Telephone: (859) 873-6207

Section 8.04. Severability. The provisions of this Agreement are severable, and if any clause or provision of this Agreement shall be held invalid or unenforceable in whole or in part, then such clause or provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability or the remaining provisions hereof.

Section 8.05. Governing Law. This Agreement and the rights and obligations of the parties hereto and thereto shall be governed by and construed and enforced in accordance with the substantive law of the Commonwealth, without regard to conflict of law principles.

Section 8.06. No Implied Waiver; Cumulative Remedies; Writing Required. No delay or failure of a Party in exercising any right, power, or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise thereof or any abandonment or discontinuance of steps to enforce such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. The rights, powers and remedies provided hereunder are cumulative and not exclusive of any right, power or remedy (including the right of specific performance) which a Party would otherwise have. Any waiver, permit, consent, or approval of any kind or character on the part of a Party of any default hereunder or any such waiver of any provision or condition hereof or thereof must be in writing and shall be effective only to the extent specifically set forth in such writing.

Section 8.07. Benefit And Binding Effect Of Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors.

Section 8.08. References. All reference in this Agreement to any document shall be a reference to such document as the same may from time to time be modified, amended, renewed, consolidated, or extended, with the prior written consent of each Party hereto.

Section 8.09. Interpretative Rules. For all purposes of this Agreement, except as otherwise expressly provided, or unless the context otherwise requires (a) all references in this Agreement to designated “Articles,” “Sections,” and other subdivisions are to the designated Articles, Sections, and other subdivisions of this Agreement as originally executed; (b) the words “herein,” “hereof,” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section, or other subdivision hereof; (c) Article, Section, and other headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement; (d) the terms defined in hereof have the meanings assigned to them in ARTICLE II hereof and include the plural as well as the singular and the singular as well as the plural; and (e) unless otherwise specified, the word “including” means “including without limitation”, the word “or” means “and/or”, the word “any” means “any and all,” the word “all” means “any and all”, and the word “each” means “each and every,” and the word “every” means “each and every.”

Section 8.10. Amendment. The Parties may only amend this Agreement by complying with the requirements of KRS 65.242, KRS 65.290, or any succeeding legal authority thereof.

Section 8.11. Counterpart Execution. This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of the signature page to this Agreement by facsimile or other electronic means (including .pdf format) shall be effective as delivery of a manually executed counterpart of this Agreement, and any party delivering such an

executed counterpart of the signature page to this Agreement by facsimile or other electronic means (including .pdf format) to any other party shall thereafter also promptly deliver a manually executed counterpart of this Agreement to such other party, provided that the failure to deliver such manually executed counterpart shall not affect the validity, enforceability, or binding effect of this Agreement.

[Signature page to follow]

[SIGNATURE PAGE TO INTERLOCAL COOPERATION AGREEMENT]

IN WITNESS WHEREOF, the City of Versailles, Kentucky has caused this Interlocal Cooperation Agreement to be executed in its name by its duly authorized representatives, all as of the Effective Date.

CITY OF VERSAILLES, KENTUCKY

By: _____

Laura Dake
Mayor

Attest:

By: _____

Elizabeth Reynolds
City Clerk

[SIGNATURE PAGE TO INTERLOCAL COOPERATION AGREEMENT]

IN WITNESS WHEREOF, the County of Woodford, Kentucky has caused this Interlocal Cooperation Agreement to be executed in its name by its duly authorized representatives, all as of the Effective Date.

**COUNTY OF WOODFORD,
KENTUCKY**

By: _____
James Kay
County Judge/Executive

Attest:

By: _____
Jordan Coyle
Fiscal County Clerk

**APPROVAL OF INTERLOCAL COOPERATION AGREEMENT
BY THE DEPARTMENT OF LOCAL GOVERNMENT
OF THE COMMONWEALTH OF KENTUCKY**

The undersigned, being the duly appointed Commissioner of the Department For Local Government of the Commonwealth of Kentucky, hereby approves the foregoing Interlocal Cooperation Agreement in accordance with the requirements of Section 65.260 of the Kentucky Revised Statutes, this _____ day of _____, 2026.

Matt Sawyers
Commissioner of the Department of Local
Government of the Commonwealth of
Kentucky

**CERTIFICATE REGARDING FILING OF
INTERLOCAL COOPERATION AGREEMENT
WITH THE OFFICE OF THE CLERK OF
WOODFORD COUNTY, KENTUCKY**

The County Clerk of the County of Woodford, Kentucky, hereby certifies that a copy of the foregoing Interlocal Cooperation Agreement was duly filed in his office this _____ day of _____, 2026, pursuant to Section 65.290(2) of the Kentucky Revised Statutes.

Sandra Jones
Woodford County Clerk

**CERTIFICATE REGARDING FILING OF
INTERLOCAL COOPERATION AGREEMENT
WITH THE OFFICE OF THE
KENTUCKY SECRETARY OF STATE**

The Kentucky Secretary of State hereby certifies that a copy of the foregoing Interlocal Cooperation Agreement was duly filed in her office this _____ day of _____, 2026, pursuant to Section 65.290 of the Kentucky Revised Statutes.

Michael G. Adams
Kentucky Secretary of State

**APPENDIX A
TO INTERLOCAL COOPERATION AGREEMENT**

Description of the Property

(See attachment)

ORDINANCE NO. [____]

AN ORDINANCE OF THE OF THE FISCAL COURT OF THE COUNTY OF WOODFORD, KENTUCKY APPROVING AND AUTHORIZING THE ADOPTION, EXECUTION, AND DELIVERY OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF WOODFORD, KENTUCKY AND THE CITY OF VERSAILLES, KENTUCKY FOR THE ACQUISITION, MAINTENANCE, DEVELOPMENT AND PROMOTION OF THE PROPERTY LOCATED AT 105 INDUSTRY DRIVE, VERSAILLES, WOODFORD COUNTY, KENTUCKY, THE COSTS OF WHICH ARE TO BY SHARED BY THE CITY AND THE COUNTY PURSUANT TO THE INTERLOCAL COOPERATION AGREEMENT, AND APPROVING AND AUTHORIZING OTHER RELATED ACTIONS

PREAMBLE

WHEREAS, the County of Woodford, Kentucky (the “**County**”), the City of Versailles, Kentucky (the “**City**”) and the Woodford County Economic Development Authority (the “**Authority**”) have entered in an Agreement for Sale and Purchase of Real Estate with Yokohama Industries America, Inc. (the “**Company**”) to acquire property located at 105 Industry Drive, Versailles, Woodford County, Kentucky which includes approximately 17.5 acres with an existing building containing 144,000 square feet (collectively, the “**Property**”);

WHEREAS, the Interlocal Act permits the County and the City to make appropriations of their general fund revenues to (i) share on an equal basis the costs of the acquisition, maintenance, development and financing of the Property including the repayment of the Notes and any Future Obligations (both as defined below), (ii) approve the Authority taking fee simple title to the Property from the Company (if required), and (iii) approve the Authority’s development and promotion of the Property for the mutual benefit of the citizens of the County and the City; and

WHEREAS, the City has determined to proceed with the issuance of its General Obligation Bond Anticipation Notes, Series 2026 (Federally Taxable) in an amount not to exceed the \$8,415,000 (the “**Notes**”) (i) to finance a portion of the costs of the Property; (ii) to pay all or a portion of the cost of credit enhancement on the Notes, if any; and (iii) to pay all or a portion of the costs of issuance of the Notes; and

WHEREAS, the County and the City have agreed to acquisition, maintenance development and promotion of the Property more fully identified and described in Attachment A to the form of the Interlocal Cooperation Agreement attached hereto as **EXHIBIT A** and to make annual appropriations of their respective general fund revenues in matching amounts and on the dates necessary, among other things, to pay debt service on the Notes and any Future Obligations; and

WHEREAS, the Fiscal Court of the County and the City Council of the City have determined that the acquisition of the Property will be in the public’s interest and desire to (i) approve the Authority taking fee simple title to the Property (if required), (ii) approve the Authority’s development and promotion of the Property for the mutual benefit of the citizens of

the County and the City, (iii) provide the terms and conditions upon which the County and the City will share in the costs of the acquisition, maintenance, development, and promotion of the Property, including the repayment of the Notes and any Future Obligations incurred by the City to finance the acquisition of the Property.

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE FISCAL COURT OF THE COUNTY OF WOODFORD, KENTUCKY, AS FOLLOWS:

Section 1. Incorporation Of Preamble. The facts and statements contained in the foregoing preamble of this Ordinance, including the terms defined therein, are hereby affirmed and incorporated as a part of this Ordinance.

Section 2. Approval Of the Property. The Fiscal County hereby finds that the acquisition, maintenance, development, and promotion of the Property will be in the public's interest and hereby approves of such acquisition, maintenance, development, and promotion.

Section 3. Approval Of the Notes and any Future Obligations. The Fiscal Court of the County recognizes that the City Council of the City has previously approved and authorized the issuance of the Notes. The Notes are being issued in anticipation of the incurrence by the City of general obligation indebtedness, including, without limitation, the issuance one or more series of general obligation bonds or the incurrence of a general obligation lease under Sections 65.942 to 65.956, inclusive, of the Kentucky Revised Statutes, to retire the Notes and provide permanent financing for the acquisition of Property (the "Future Obligations").

Section 4. Approval Of Interlocal Agreement. The Fiscal Court hereby approves the execution and delivery of the Interlocal Cooperation Agreement, the proposed form of which is attached hereto as **EXHIBIT A** (the "**Interlocal Agreement**"). The findings, terms, and conditions set forth in the Interlocal Agreement are fully incorporated herein by reference. The County Judge/Executive and the Fiscal Court of the County are hereby authorized to execute and deliver the Interlocal Agreement to the City on behalf of the County, to cause the fully-executed Interlocal Agreement to be submitted to the Department for Local Government of the Commonwealth of Kentucky in compliance with KRS 65.260, and to cause the Interlocal Agreement, once approved, to be recorded with the office of the County Clerk of Woodford County, Kentucky and the Kentucky Secretary of State, as required by KRS 65.290. If County Judge/Executive and the Fiscal Court of the County determine, with the advice and approval of the County Attorney, that any revision or revisions are necessary to the Interlocal Agreement after the date of enactment of this Ordinance, the Interlocal Agreement may be revised accordingly before its execution and delivery; provided, however, no such revision may change the allocation provided for in ARTICLE V of the Interlocal Agreement without the approval of the Fiscal Court.

Section 6. Approval Of Related Actions. The County Judge/Executive, the Fiscal Court of the County, the County Attorney and other appropriate officials of the County, and each of them, for and on behalf of the County, are hereby authorized, empowered, and directed to do and perform any and all things necessary to effect the performance of all actions of whatever nature necessary to carry out the authority conferred or contemplated by and the purposes of this Ordinance, the Interlocal Agreement, and related documents, and further to approve and to execute all papers, documents, certificates, or other instruments that may be required for the carrying out and effectuation from time to time of the authority conferred by and the purpose of this Ordinance, the Agreement, and all related documents, or to evidence said authority and purposes.

Section 7. Supplemental Ordinances. The provisions of this Ordinance may be supplemented from time to time by ordinance of the Fiscal Court.

Section 8. Severability. The provisions of this Ordinance are hereby declared to be severable and, if any section 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 9. Conflict With Prior Ordinances And Resolutions. Upon any conflict between the provisions of this Ordinance and of any prior ordinance, resolution, or parts thereof, the provisions of this Ordinance shall prevail.

Section 10. Effective Date. This Ordinance shall be in full force and effect from and after its adoption as provided by law. The summary of this Ordinance read at the meetings of the Fiscal Court described below is approved for such purposes and for the purpose of publication as provided by law, and the accuracy of such summary is hereby certified.

[Signature page to follow]

SIGNATURE PAGE TO ORDINANCE

INTRODUCED AND PUBLICLY READ ON FIRST READING ON _____,
2026.

SECOND READING AND ADOPTION ON _____, 2026.

COUNTY OF WOODFORD, KENTUCKY

By: _____
County Judge/Executive

Attest:

By: _____
Fiscal Court Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting Fiscal Court Clerk of the County of Woodford, Kentucky, and as such Fiscal Court Clerk, I further certify that the foregoing is a true, correct, and complete copy of a Ordinance duly enacted by the Fiscal Court of the County at a duly convened meeting held on _____, 2026, on the same occasion signed by the County/Judge Executive as evidence of his approval, and now in full force and effect, all as appears from the official records of the County in my possession and under my control.

Witness my hand as of _____, 2026.

Fiscal Court Clerk

EXHIBIT A

FORM OF NEW INTERLOCAL COOPERATION AGREEMENT

(See attachment)