

Woodford County Fiscal Court

AMENDED NOTICE

The Budget and Finance Committee of the Woodford County Fiscal Court has scheduled a meeting for **Tuesday, April 28, 2026, at 4:00 PM** at the Woodford County Courthouse 2nd Floor Court Room 103 S. Main St. Versailles, KY.

The following items will be discussed:

1. Budget And Finance Committee Items:

1.a. IRB - Castle And Key

- Proposed First Reading Ordinance 2026-03 - IRB Castle and Key

Documents:

[IRB - 2026 - CASTLE KEY DISTILLERY - BOND ORDINANCE-4904-0754-4220-V3.PDF](#)

1.b. Budget FY 2026-2027 Discussion

- 1.b.i. Versailles Police Dept. Budget
- 1.b.ii. Ag. Extension District Budget
- 1.b.iii. Proposed Department Budgets

1.c. County Road Funds

Documents:

[COUNTY ROAD AID COOPERATIVE PROGRAM AGREEMENT FY2027.PDF](#)

1.d. Road Department

- Road Fuel and Fluids Rebid

1.e. EMS

- Ambulance Bids

1.f. Constitutional Officer/Deputy Salaries

Documents:

[ASSISTANT CA SALARY 26-27.PDF](#)

1.g. Other Related Matters

2. Adjournment

This agenda is subject to change. Public attendance is welcome. All meeting are livestreamed to

the Woodford County, Kentucky [Facebook page](#) and [YouTube channel](#).

ORDINANCE NO. 2026-03

AN ORDINANCE OF THE COUNTY OF WOODFORD, KENTUCKY, AUTHORIZING THE ISSUANCE OF A SERIES OF REVOLVING INDUSTRIAL REVENUE BONDS HAVING AN AGGREGATE REVOLVING PRINCIPAL AMOUNT NOT TO EXCEED \$90,000,000 AND DESIGNATED THE COUNTY OF WOODFORD, KENTUCKY REVOLVING INDUSTRIAL BUILDING REVENUE BONDS, SERIES 2026 (CASTLE & KEY DISTILLERY PROJECT), FOR THE PURPOSE OF FINANCING AN INDUSTRIAL BUILDING PROJECT; APPROVING AND AUTHORIZING THE EXECUTION, DELIVERY AND ACCEPTANCE OF (A) A LEASE AGREEMENT BETWEEN THE COUNTY, AS LESSOR, AND PERISTYLE, LLC, AS LESSEE, (B) A BOND PURCHASE AGREEMENT PROVIDING FOR THE ISSUANCE, SALE, AND DELIVERY OF THE BONDS, AND (C) OTHER RELATED DOCUMENTS; AND TAKING OTHER RELATED ACTIONS.

WHEREAS, County of Woodford, Kentucky (the “Issuer”), pursuant to the provisions of Sections 103.200 to 103.285, inclusive, and Sections 65.940 to 65.956, inclusive, of the Kentucky Revised Statutes, as amended (respectively, the “Industrial Revenue Bond Act” and the “Government Leasing Act” and together, the “Act”), is authorized to lease property and issue its revenue bonds and to make the proceeds from the sale thereof available to a company to finance industrial building facilities as defined in the Act, such leases and bonds being payable from rental payments made by such company; and, under the Act, the leasing of property and financing of industrial buildings constitutes a valid public purpose; and

WHEREAS, Peristyle, LLC dba Castle & Key Distillery, a Kentucky limited liability company (the “Company”), proposes that the Issuer, pursuant to the Act, assist the Company in acquiring leasehold interests in certain real property leased under warehouse leases (each a “Warehouse Lease” and collectively, the “Warehouse Leases”) and financing the acquisition of industrial building facilities to be leased, acquired, constructed, developed, installed, improved, commissioned and equipped by the Company within the boundaries of the Issuer, such facilities to be utilized in the manufacture of whiskey (collectively as the “Project” (which is more particularly described in the Lease Agreement hereinafter identified and approved)); and the Project qualifies for financing as an “industrial building” within the meaning of the Section 103.200(1)(a) of the Act; and

WHEREAS, the acquisition, construction, development, installation, improvement, commissioning and equipping of the Project is expected to promote economic development and to encourage the increase of industry within the environs of the Issuer and the Commonwealth of Kentucky; and

WHEREAS, at the Company’s request the Issuer is prepared, pursuant to the Act, to accept a nonrecourse assignment of the rights under the Real Property Leases for the Project and issue a single series of its industrial revenue bonds for the purposes of financing the acquisition, construction, development, installation, and equipping of the Project and paying costs of issuance of the series of the industrial revenue bonds, upon terms that are to be set forth in the Lease Agreement and other documents hereinafter identified and approved; and

WHEREAS, pursuant to the provisions of Section 103.220 of the Act, the Company has made a request in writing, that the sale of the industrial revenue bonds hereinafter identified and authorized, bearing interest as set out in the Bond Purchase Agreement hereinafter identified and approved, shall be made upon a negotiated basis; and

WHEREAS, it is necessary and proper in the interests of the health, safety, convenience, and general welfare of the citizens, residents, and inhabitants of the Issuer and its environs that the Issuer (a) authorize the issuance of a series of industrial revenue bonds in order to finance, for the Company's benefit, the acquisition of leasehold interests in and other real property for the Project and the acquisition, construction, development, installation, and equipping of the Project and to pay certain costs of issuance of the series of the industrial revenue bonds; (b) authorize the execution of the Lease Agreement between the Issuer, as lessor, and the Company, as lessee; (c) authorize the execution of the Bond Purchase Agreement among the Issuer, the Company, the Purchaser (hereinafter defined), and the Servicing Agent (hereinafter defined) providing for the issuance, sale, and delivery of the industrial revenue bonds by the Issuer to the Purchaser identified below; (d) authorize the execution of the Hold Harmless Payment in Lieu of Taxes Agreement between the Issuer and the Company, and (e) authorize the execution of other necessary or related documents and related actions.

NOW, THEREFORE, COUNTY OF WOODFORD, KENTUCKY, ACTING BY AND THROUGH ITS FISCAL COURT, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Adoption of Premises. The facts and recitations set out in the preamble of this Ordinance are enacted and incorporated as a part hereof, and the terms defined in said preamble shall have the same meanings when used herein.

Section 2. Determination and Findings of Fiscal Court. For the purposes set forth in the preamble, which is incorporated as a part hereof, and pursuant to the Act, the Issuer acting by and through its Fiscal Court hereby finds and determines as follows:

(a) The Project, will be located within the geographical boundaries of the Issuer and constitutes an Industrial Building.

(b) The financing of the Project is consistent, and complies, with the provisions of the Act.

(c) The Project consist of real property and certain leasehold interests therein, real property improvements and certain leasehold interests therein, fixtures, and personal property and/or equipment, to be used in or necessary in connection with an activity, business or industry as described and set forth in the Act, specifically, KRS 103.200(1)(a), and located within the Issuer.

(d) The Project is to be acquired, constructed, installed, improved, commissioned, equipped and financed with the proceeds of the Bonds pursuant to the provisions of the Act.

(e) The acquisition, development, and construction of the Project and the funding of the Project creates long-term economic growth, will encourage the expansion of industry and commerce within the Issuer, in accordance with the public policy of the Commonwealth of Kentucky for economic development, creates new jobs, relieves conditions of unemployment, and promotes economic development within the Commonwealth and the Issuer.

(f) The Issuer accepts conveyance from the Company of the Project, including assignment of the Warehouse Leases, subject to the terms and conditions contained in the instruments of conveyance and in the Lease Agreement.

Section 3. Authorization of Bonds. The Issuer hereby:

(a) Authorizes the sale, issuance, execution, and delivery of a single series of the County of Woodford, Kentucky Revolving Industrial Building Revenue Bonds, Series 2024 (Castle & Key Distillery Project) (the “Bonds”), which shall be issued in the form and subject to the terms and specifications set forth in the Bond Purchase Agreement identified below governing the issuance and delivery of the Bonds.

(b) Authorizes the issuance of the Bonds in a maximum revolving principal amount not to exceed \$90,000,000; and

(c) Authorizes the use of the proceeds of the Bonds, as provided in the Bond Purchase Agreement and the Lease Agreement, to pay the costs of acquisition, construction, development, installation, and equipping of the Project and to pay certain costs of issuance of the Bonds.

Section 4. Bond Lease Agreement. The Judge/Executive of the Issuer is hereby authorized, empowered, and directed to execute, acknowledge, and deliver on behalf of the Issuer that certain Lease Agreement between the Issuer, as lessor of the Project, and the Company, as lessee (the “Bond Lease Agreement”), which Bond Lease Agreement is hereby approved, authorized, and adopted in substantially the form submitted herewith, with such changes therein as the official executing the same may require or approve on behalf of the Issuer, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 5. Assignment of Warehouse Leases. The Judge/Executive of the Issuer is hereby authorized, empowered, and directed to execute, acknowledge, and deliver on behalf of the Issuer that certain Assignment of Warehouse Leases transferring rights to possess the real property governed by the Warehouse Leases, but not duties and liabilities, to the Issuer, between the Company, as assignor, and the Issuer, as assignee (collectively, the “Assignment of Warehouse Leases”), which Assignments of Warehouse Leases is hereby approved, authorized, and adopted in substantially the form submitted herewith, with such changes therein as the official executing the same may require or approve on behalf of the Issuer, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 6. Bond Purchase Agreement. To provide for the authorization of the Bonds and to prescribe the terms and conditions upon which the Bonds are to be issued, outstanding, secured, executed, accepted, and held, the Judge/Executive is hereby authorized, empowered, and directed to execute and acknowledge on behalf of the Issuer that certain Bond Purchase Agreement (the “Bond Purchase Agreement”) among the Issuer, the Company, C&K Investments, LLC, a Kentucky limited liability company, as Servicing Agent (the “Servicing Agent”), and C&K Investments, LLC, a Kentucky limited liability company, as the Purchaser of the Bonds (the “Purchaser”), and the Judge/Executive is hereby authorized, empowered, and directed to cause the Bond Purchase Agreement to be accepted and executed by the Servicing Agent, hereby so appointed. The Bond Purchase Agreement is hereby approved, authorized, and adopted in substantially the form submitted herewith, with such changes as the officer executing the same may require or approve on behalf of the Issuer, such approval to be conclusively evidenced by the execution and delivery thereof. Upon the conveyance of title to the Project (including rights to the Warehouse Leases) to the Issuer, the Bonds will be secured by a nonforeclosable statutory mortgage lien on the Project as provided by Section 103.250 of the Act. The Bonds will mature as to principal no later than forty years after their date of issuance, will be subject to optional redemption and will bear interest payable periodically at a fixed rate, all as provided in the Bond Purchase Agreements, reference to which is hereby made. The interest rate on the Bonds shall in no event exceed 8.0% per annum.

The sale of the Bonds pursuant to the terms of the Bond Purchase Agreement is hereby authorized, approved, and directed.

Section 7. Assignment of Bond Lease. With respect to the sale of the Bonds, and upon the recommendation of the Company, the Issuer further approves, and the Judge/Executive is authorized and directed to execute and deliver on behalf of the Issuer, that certain Assignment of Bond Lease Agreement between the Issuer and the Purchaser (the “Assignment”), being in substantially the form submitted herewith, with such changes as the officer executing the same may require or approve on the Issuer’s behalf, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 8. Payment in Lieu of Taxes Agreement. With respect to the sale of the Bonds, and upon the recommendation of the Company, the Issuer further approves, and the Judge/Executive is authorized and directed to execute and deliver on behalf of the Issuer, that certain Payment in Lieu of Taxes Agreement between the Issuer and the Company (the “PILOT Agreement”), being in substantially the form submitted herewith, with such changes as the officer executing the same may require or approve on the Issuer’s behalf, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 9. Amendments. Each of the Assignment of Warehouse Leases, the Bond Lease Agreement, the Bond Purchase Agreement and the Assignment (but not the PILOT Agreement) may be amended, as required by the Company, with approval from the Judge/Executive and Bond Counsel, without further action of the Fiscal Court, provided such amendments are not inconsistent with the provisions of this Ordinance, place no cost, liability or other obligation upon the Issuer, and comply with the provisions of the Act. Such amendments shall be conclusively evidenced by execution by the Judge/Executive, which execution and approval are hereby authorized without further action of the Fiscal Court.

Section 10. Authority to Consummate Lease and Bond Sale. The Judge/Executive, the Fiscal Court Clerk, the County Attorney, and other appropriate officials of the Issuer, and each of them, for and on behalf of the Issuer, are hereby authorized, empowered, and directed to do and perform any and all things necessary to effect the execution and delivery of the Assignment of Warehouse Leases, the Bond Lease Agreement, the Assignment, the PILOT Agreement and all related documents, the performance of all obligations and the preservation of all rights of the Issuer thereunder, the execution and delivery of the Bonds and the performance from time to time of all other actions of whatever nature necessary to carry out the authority conferred or contemplated by and the purposes of this Ordinance, the Assignments of Warehouse Leases, the Bond Purchase Agreement, the Bond Lease Agreement, the Assignment, the PILOT 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 Assignments of Warehouse Leases, the Bond Purchase Agreement, the Bond Lease Agreement, the Assignment, the Bonds, and all related documents, or to evidence said authority and purposes.

Section 11. Further Assurances; Financing Statements. For the acquisition, construction, development, installation, and equipping of the Project, and the financing thereof, the Issuer at Company’s request shall execute, acknowledge, and deliver on behalf of the Issuer:

- (a) Any mortgage(s) or other financing statements or agreements authorized and approved by the Company and the owner of the bonds (the “Bondholder”), including any collateral sharing or subordination agreements, as may be required by the Company and the Bondholder, without further action of the Fiscal Court, provided that the terms of such mortgage(s), financing statements or agreements, or collateral sharing or subordination agreements are not inconsistent with the provisions of the Act or this Ordinance and do not create a liability of the Issuer; and

(b) Any amendment to one or more of the Warehouse Leases with the lessors of any of them, authorized and approved by the Company and the Bondholder, as may be required by the Company and the Bondholder, without further action of the Fiscal Court, provided that the terms of such amendment(s) are not inconsistent with the provisions of the Act or this Ordinance and do not create a liability of the Issuer.

The approval of such mortgage(s), financing statements or agreements, collateral sharing or subordination agreements, or amendment(s) to the Warehouses Leases, shall be conclusively evidenced by their execution by the Judge/Executive, which execution and approval are hereby authorized without further action of the Fiscal Court.

Section 12. Industrial Building. The Issuer hereby finds and affirms that the Project is an “industrial building” within the meaning of Section 103.200(1)(a) of the Act.

Section 13. BONDS NOT GENERAL DEBT OF THE ISSUER. The Issuer shall never be required to pay from its own funds any obligations deriving from the Warehouse Leases or the issuance of the Bonds. The Warehouse Leases the rights to which are assigned by the Assignments of Warehouse Leases and such assignment are declared to be special and limited obligations payable solely and only from the receipts derived from the Company under its retained obligations under the Warehouse Leases, as provided in the documents herein approved. The Bonds are declared to be special and limited obligations payable solely and only from the receipts derived under the Bond Lease Agreement and the “Pledged Receipts” pledged under and defined by the Bond Purchase Agreement, as provided in the documents herein approved.

Section 14. Notice to State Local Debt Officer. At the direction of the Judge/Executive, Stoll Keenon Ogden PLLC as Bond Counsel hereby is directed to prepare and submit a notice to the Kentucky Department for Local Government, State Local Debt Officer in compliance with Section 65.117 of the Kentucky Revised Statutes.

Section 15. Authority to Supplement. The provisions of this Ordinance may be supplemented from time to time by resolution of the Fiscal Court.

Section 16. 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 17. Resolving Conflicts. 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 18. Date of Effectiveness. 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 Follows]

SIGNATURE PAGE TO BOND ORDINANCE

INTRODUCED, SECONDED, AND GIVEN FIRST READING at a duly convened meeting of the Fiscal Court of County of Woodford, Kentucky, held on April 28, 2026.

GIVEN SECOND READING AND ADOPTED at a duly convened meeting of the Fiscal Court of County of Woodford, Kentucky, held on May 26, 2026, signed by the Judge/Executive, ordered published in summary form, and duly enrolled as required by law.

Attest:

James Kay
County Judge/Executive

Jordan Coyle
Fiscal Court Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of County of Woodford, Kentucky (the "Issuer"), and as such Clerk I further certify that the foregoing is a true, correct, and complete copy of an Ordinance duly adopted by the Fiscal Court of the Issuer upon second reading at a duly convened meeting held on May 26, 2026, signed by the Judge/Executive and now in full force and effect, all as appears from the official records of said Issuer in my possession and under my control.

IN WITNESS WHEREOF, I have hereunto set my hand this May 26, 2026.

Jordan Coyle
Fiscal Court Clerk
County of Woodford, Kentucky

COUNTY ROAD AID COOPERATIVE
PROGRAM AGREEMENT

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

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

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

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

1. Apportionment of County Road Aid Funds. The County’s apportionment of County Road Aid Funds shall be based on revenue estimates supplied by the Office of State Budget Director. For the Fiscal Year beginning July 1, 2026, this amount is **\$705,613.28** (the “Apportionment”). The above referenced estimate is based on the most recent available date and is subject to change according to available revenue. The Apportionment shall be distributed by the

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

2. Assignment of the Apportionment. The County hereby assigns all of its rights, title and interest in and to the Apportionment to the Transportation Cabinet's Division of Accounts for Fiscal Year 2027.

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

a. First Distribution. The Department shall initially distribute to the County sixty percent (60%) of the Apportionment, less three percent (3%) of the Apportionment set aside for the emergency fund below. This initial amount is **\$410,667.00**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WOODFORD COUNTY FISCAL COURT

BY: _____
County Judge/Executive

Date: _____

(For Kentucky Transportation Cabinet use only)

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

BY: _____
Commissioner

Date: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____
Office of Legal Services

Date: _____

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

BY: _____
Secretary of the Transportation Cabinet

Date: _____

R E S O L U T I O N

Fiscal Court of WOODFORD County

Resolution adopting and approving the execution of a County Road Aid Coop Program Contract between the Fiscal Court and the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid, for the fiscal year beginning July 1, 2026, as provided in the Kentucky Revised Statutes and accepting all roads and streets referred to therein as being a part of the County Road System.

Be it resolved by the Fiscal Court that:

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

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

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

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

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

COMMONWEALTH OF KENTUCKY WOODFORD COUNTY

I, _____, Clerk of WOODFORD County certify that the foregoing is a true copy of the Order above. Given under my hand and seal of office this the ___ of _____, 2026.

SIGNED _____
CLERK OF WOODFORD COUNTY

Office Of

THE WOODFORD COUNTY ATTORNEY

ALAN J. GEORGE

County Attorney

COURTHOUSE ROOM 300

103 SOUTH MAIN STREET

VERSAILLES, KENTUCKY 40383

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cbarnes@hbkylaw.com

March 12, 2026

Dear Judge Kay:

The salary of my assistant, Phyllis Mattingly, for the next fiscal year must be set by the first Monday in May. It is my understanding that you may initially be proposing an across the board 2.7% salary increase for county employees, so that is my request for Ms. Mattingly, if that employee raise comes to pass. This 2.7% increase for Ms. Mattingly is reflected in my enclosed budget proposal for the 2026-2027 fiscal year. I would respectfully request that this salary request be set as an agenda item for fiscal court consideration and, hopefully, approval at our April 28th fiscal court meeting.

Also, the fiscal court must set the fiscal county salary for the next term of office for the Woodford County Attorney, taking into account the current salary, with an allowable increase for that position for my successor. This is also reflected in my corresponding 2026-2027 budget proposal.

Thank you, and good luck in your eventual salary and budget decision-making process.

Very truly yours,



ALAN J. GEORGE

AJG/te

Enclosure

Office Of

THE WOODFORD COUNTY ATTORNEY

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Assistant County Attorneys

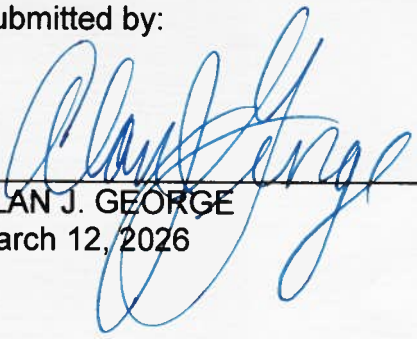
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WOODFORD COUNTY ATTORNEY 2026-2027 BUDGET REQUEST

County Attorney, Salary	\$ 65,250*
Assistant County Attorney, Salary	\$ 37,818**
County Attorney, Administrative/Secretarial/Child Support Staff (supplementary) -- partially funds four (4) positions	\$102,745**
County Attorney, Office Supply	\$ 0***
County Attorney, Telephone	\$ 2,250***
	<u>\$208,063</u>

Submitted by:



ALAN J. GEORGE
March 12, 2026

* represents request for the next term of office for the Woodford County Attorney.

** includes 2.7% CPI raise currently being considered by Judge/Executive Kay for his 2026/2027 budget proposal, with the understanding that if that raise amount is not budgeted, these amounts will be adjusted to comport with the approved county salary percentage increase.

*** no change from 2025/2026 budget