

AGENDA

Powell County Fiscal Court

Special Called Meeting

Date: March 20th, 2026

Time: 5:00 p.m.

Location: Powell County Emergency Operations Center (EOC)

33 Commerce Drive

Stanton, Kentucky 40380

- I. Call Meeting to Order***
- II. Pledge of Allegiance***
- III. Roll Call***

Meeting Items:

- **Discussion of Hollerwood Lease Proposals**
- **Quote from ADS to Upgrade Recorder System for E911**

Powell County Fiscal Court**Special Called Meeting****March 20th, 2026****Time: 5:00 p.m.****Location: Powell County Emergency Operations Center (EOC)****33 Commerce Drive****Stanton, Kentucky 40380**

Presiding: Eddie Barnes, County Judge Executive

Present: Connie Crabtree, Fiscal Court Clerk, Deputy Judge Executive Dale Allen, Magistrate Dennis Combs, Magistrate J.L. Bowen, Magistrate Mike Lockard, Magistrate Brian McKinney, Magistrate Chad Patton, Magistrate Mike Lockard, Keith and Amanda Mason, CSEPP Director Kevin Babcock, Ruth Jones, Nathan Hall, Jessica Faulkner Noon, Billy Hood, Adam & Starlina Brown, Sheriff Danny Rogers, Eric Hubbard, County Attorney Robert King, Anthony Foster, Enoch Thomas, and Mike Whitehurst.

County Judge Executive Eddie Barnes called the meeting to order:

County Judge Executive Eddie Barnes led the Pledge of Allegiance:

Deputy Judge Executive Dale Allen offered the prayer:

Roll Call for the following members: A quorum was established:

Judge Executive Eddie Barnes: Present

Magistrate J.L. Bowen – Present

Magistrate Dennis Combs – Present

Magistrate Mike Lockard – Present

Magistrate Brian McKinney – Present

Magistrate Chad Patton – Present

This special meeting was called to discuss and vote on the quote submitted by Applied Digital Solutions Inc to Upgrade recording system at the Powell County E911 Dispatch Center and to discuss the proposals submitted from Bradley Martin and Victoria Caldwell (Holler to Holler Off-Road), Keith and Amanda Mason (Make Hollerwood Great Again) and Chales Hart and Ian Teal (Hollerwood Off-Road Adventure Park).

(Approval to Purchase Upgrade Existing MS OS 2016 to MS OS 2022 at the Powell County E911 Dispatch Center)

Applied Digital Solutions Inc. Upgrade NiCE Inform Professional r9 to r11. Upgrade existing MS OS 2016 to MS OS 2022 Installation and Configuration.

A quote was received from Applied Digital Solutions Inc to Upgrade NiCE.

Quote as follows:

Upgrade Server OS

- 20 1 Primary Inform Professional Audio channel license including CTD, CTI and ANI/ALI support
- 4 Text Re3cording channel license for Inform Professional

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- 1 Windows Server 2022 64Bit, Embedded, Standard, 16 Core (No CAL's)
 - 1 MySQL Server License (Standard Edition)
 - 1 MS SQL 2022 64-bit Server Client Access License
 - 1 MS SQL 2022-bit User/Device Client Access License
\$15,683.99
 - 1 ADS NiCE Discount - \$-11,040.00
 - 1 Project Management, Installation and Training - \$2,290.50
- Total Due - \$6,934.49**

A motion was made by Magistrate Chad Patton seconded by Magistrate Mike Lockard with all members present voting in favor approving the quote submitted by Applied Digital Solutions Inc for upgrading NiCE Inform Professional r9 to r11. Upgrade existing MS OS 2016 to MS OS 2022 Installation and Configuration in the amount of \$6,934.49
Motion passed unanimously

Hollwerd Lease Proposals Submitted:

***Lease Agreement: Hollwerd Offroad Adventure Park:
Charles Hart & Ian Teal***

(Copy of Lease Proposal for Selection as Lessee will follow meeting minutes)

The Initial Term of this Lease shall commence as of the Vase Rent Commencement Date (as hereinafter defined) and shall end on the last day of the 180th calendar month following the Base Rent Commencement Date, unless sooner terminated in accordance with the terms and conditions set forth herein (the "Initial Term").

During years 1-5 of the Initial Term: \$130,000.00 (the Initial Base Rent") per year payable in monthly installments of \$10,833.34 on the first day of each month in years 1-5 of the Lease Term.

During years 6-10 The Initial Base Rent as adjusted by the Index paid on monthly installments on the first day of each month in years 6-10 of the Lease Term.

During years 11-15 The Initial Base Rent paid during year 6-10 as adjusted by the Index paid in monthly installments on the first day of each month in years 11-15 of the Lease Term.

Six (6) months of Base Trent in the amount of \$65,000.00 shall be paid upon execution hereof.

Thereafter, Base Rent shall be due and payable in advance on the 1st day of each month, without prior demand, therefore. Unless otherwise directed by Lessor in writing, Lessee shall pay the Base Rent due and payable at any time to Lessor at the address for Lessor which is then applicable as to notices under the provisions of Section 10.4

Lessee at Lessee's expense shall always obtain and keep in force during the Term of this lease one or more policies of insurance covering loss or damage to the Leased premises in the amount of the full replacement value thereof. Such policies shall provide protection against all perils included within the classifications of fire, extended coverage, vandalism, malicious mischief and special extended perils (all risks) and shall name Lessor as an additional insured as its interest may appear. Lessee shall provide a copy of such certificates (s) of insurance of Lessor prior to commencement of operations on the Leased Premises.

**Holler to Holler Off-Road
Bradley Martin & Victoria Caldwell**

(Copy of Proposal for Selection as Lessee will follow meeting minutes)

Holler to Holler Off-Road’s mission is to operate Hollerwood Offroad Adventure Park as a community-centered outdoor recreation destination that promotes responsible off-road recreation, strengthens regional tourism and contributes to the long-term economic success of Powell County. Our goal is to build a sustainable park that encourages community involvement, forms partnerships with local businesses and tourism organizations, and continually improves the visitors’ experience while preserving the natural beauty of the park.

Proposed Lease Terms: Holler to Holler Off-Road proposes the requested initial payment of \$65,000.00 plus first month’s rent of \$10,833.34, along with an additional in the amount of \$10,833.34 monthly during Years 1 through 5 of the lease term, consistent with discussions regarding the lease structure.

In addition to the annual lease payment of \$130,000.00 Holler to Holler Off-Road proposes sharing five percent (5%) of all riding ticket sales, including day passes and annual passes, with Powell County during first five years of operation.

This revenue-sharing structure allows Powell County to benefit directly from the growth and success of Hollerwood Offroad Adventure Park while ensuring Holler to Holler Off – Road can continue reinvesting in trail improvements, infrastructure upgrades and event development. Holler to Holler Off-Road will maintain comprehensive insurance coverage including general liability, property insurance and any additional coverage required to protect the County, park asses, and visitors. Powell County will be listed as an additional insured where appropriate.

**Make Hollerwood Great Again
Keith & Amanda Mason**

(Copy of Proposal for Selection as Lessee will follow meeting minutes)

The Lessee shall lease the property for an initial term of fifteen (15) years, with a preferred renewal option in five-year increments, provided the Lessee remains in compliance with all terms and conditions of this Agreement.

Annual lease payments shall be made to the Powell County Fiscal Court in accordance with the applicable amortization schedule (Powell County #16BP2020E, see attached schedule). Initial payment of \$64,350, starting August 15, 2026, with monthly installments of \$10,725.00.

The Lessee shall be solely responsible for the management and operation of Hollerwood Offroad Park. On weekdays, when the weather permits, the Lessees will perform trail maintenance and trash clean-up will be performed.

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The Lessee shall maintain commercial general liability insurance with minimum coverage of 1,000,000 aggregates sufficient to protect both the Lessee and the County from claims related to property damage, bodily injury, or death arising from the Lessee's operation.

The Lessee shall also maintain insurance on all buildings, property and grounds, unless exempt under Kentucky law. The Lessor shall be named as the additional insurance required.

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The Lessee shall be solely responsible for the management and operation of Hollerwood Offroad Park. On weekdays, when the weather permits, the Lessees will perform trail maintenance and trash clean-up will be performed.

The Lessee shall maintain commercial general liability insurance with minimum coverage of 1,000,000 aggregates sufficient to protect both the Lessee and the County from claims related to property damage, bodily injury, or death arising from the Lessee's operation.

The Lessee shall also maintain insurance on all buildings, property and grounds, unless exempt under Kentucky law. The Lessor shall be named as the additional insurance required.

Members of the court discussed all three proposals submitted. A special meeting will be held to award a Lessee for Hollerwood Off-Road Adventure Park.

Adjournment:

A motion was made by Magistrate J.L. Bowen seconded by Magistrate Dennis Combs with all members present voting in favor of adjourning the meeting.

Motion passed unanimously



Eddie Barnes, County Judge Executive



J.L. Bowen, Magistrate



Dennis Combs, Magistrate



Mike Lockard, Magistrate



Brian McKinney, Magistrate



Chad Patton, Magistrate