



Kenton County School District | *It's about ALL kids.*

Issue Paper

DATE:

7/21/2025

AGENDA ITEM (ACTION ITEM):

Consider/Approve the submission of a credit application to Rogers Group Inc., for the purchase of aggregate construction materials.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

In order to purchase materials under the parameters of the District purchasing policies a credit application is requested by the associated vendors. The credit application provides vendors with the necessary information to establish purchasing accounts for the District.

FISCAL/BUDGETARY IMPACT:

Varies depending on the amount purchased from the vendor.

RECOMMENDATION:

Approval to submit a credit application to Rogers Group Inc., for the purchase of aggregate construction materials.

CONTACT PERSON:

Brian E. Vanover

Principal/Administrator



District Administrator



Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.



Rogers Group, Inc. its Affiliates and Subsidiaries

CREDIT APPLICATION / CONTRACT/ ACCOUNT UPDATE

Account Name: KENTON COUNTY BOARD OF EDUCATION
 Billing Address: 1055 EATON DRIVE City: FORT WRIGHT State: KY Zip: 41017
 Phone: (859) 344-8888 Fax: (859) 344-1531 Mobile Phone: () N/A
 A/P Contact: KATEE SMITH A/P email: Accounts.Payable@kenton.kyschools.us

If tax exempt, certificate must be returned with this form

SS# or Fed. Tax ID# 61-6001301

Years in business: 141 Circle type of Business: Corporation Partnership LLC Individual PUBLIC SCHOOL DISTRICT

Circle Type of Trades Applicant Performs: GC Subcontractor Site / Utility Distributor Highway Home Builder Asphalt Paver

Fixed Plant Asphalt / Concrete Government Agriculture Church / School Other

The undersigned Applicant requests that an open account for purchases of services or materials be established with Rogers Group, Inc., and/or any of its subsidiaries or affiliated entities, specifically including but not limited to: Hunt-Rogers Materials, LLC; Reostone, LLC; Mid-South Stone, Inc.; and Mid-South Pavers, LLC (individually and, as applicable, collectively, "RGIAA") and agrees that, except to the extent specifically contradicted or superseded by the terms of any subsequently executed written agreement signed by RGIAA, the terms of this Credit Application shall govern the terms of any such purchases from RGIAA, without the necessity of RGIAA countersigning this Credit Application or any other written documentation.

Applicant agrees and acknowledges that: (1) unless different payment terms are agreed upon in writing signed by RGIAA pursuant to a separately executed purchase order or contract, all invoices shall be paid in full by Applicant within 30 days of the date of the invoice, and service charges in the amount of 1.5% per month (or the maximum rate allowed by law, whichever is less) shall accrue on all past due balances owed, and (2) RGIAA does not accept credit card payments on account balances.

Applicant further agrees, represents and warrants (1) to indemnify and hold RGIAA harmless against (1) all damages and losses incurred by RGI, including reasonable attorneys and expenses, incurred in collecting monies due from Applicant, enforcing this agreement, or in defending or resolving any claim made against RGIAA arising out of or relating to RGIAA's dealings with Applicant; (2) except where otherwise prohibited by law, RGIAA may apply payments, in its sole and absolute discretion, apply payments received to the oldest invoices.

Applicant (and, as applicable, Guarantor) authorizes RGIAA to contact any third party, and/or obtain credit reports from any trade or bank reference, or any credit reporting agencies about either Applicant or Guarantor.

This Credit Application applies to all of Applicant's dealings with RGIAA and has no expiration date. It shall not be necessary, in making proof of this Credit Application, to produce or account an original copy, a faxed or PDF copy of which will have the same force and effect as the original signed document. If any of the provisions hereof are deemed unenforceable, all remaining provisions shall remain in full force and effect.

APPLICANT

Signature: _____
 Print Name: BREAN E. VANOVER
 Title: ASSISTANT SUPERINTENDENT OF OPERATIONS
 Date: 8/5/2015

WITNESS

Signature: _____
 Print Name: _____
 Address of Witness: _____
 Date: _____

GUARANTY

To Induce RGIAA to accept this Credit Application and extend goods or services on credit, and to the maximum extent allowed by law, the undersigned irrevocably and unconditionally guaranty to RGIAA the full performance of all obligations of Applicant to RGIAA under this Credit Application and any subsequent agreement between Applicant and RGIAA, including but not limited to the payment of attorneys' fees. This is guarantee of a debt and not of collection, the liability of Guarantor hereunder is direct and immediate, joint and several, and not conditioned or contingent upon the pursuit of any remedies against any other person or entity, nor against security or liens available to RGIAA. Guarantor's obligations hereunder shall survive any termination of the guaranty for purchases made by Applicant prior to written termination of the Guaranty actually received by RGIAA by email at AccountsReceivable@rogersgroupinc.com. Guarantor hereby agrees to waive all defenses at law or in equity to the enforcement of this guaranty. (For Kentucky applicants, this guaranty is for a period of ten years, not to exceed \$100,000.)

Guarantor Signature _____ Print Name _____ SS# of Guarantor _____ Date _____

Guarantor Address: _____ Guarantor phone number: () _____

Witness: _____ Address of Witness: _____

Please note: Incomplete or unsigned applications will not be processed.

Return to: Sherry.Newton@rogersgroupinc.com fax-(844) 882-5194 phone- (502) 254-8905

4/25- CKY

B470

Exemption Number

Important—Certificate not
valid unless completed.

Kenton County Board of Education

Name of Exempt Institution

**PURCHASE EXEMPTION
CERTIFICATE**

Check Applicable Block

Blanket ☒

Single Purchase ☐

I hereby certify that Kenton County Board of Ed. is a Kentucky resident, nonprofit educational, charitable or
religious institution, or Kentucky historical site, located at Ft. Wright, KY, Kentucky and that the tangible
personal property, digital property, or services to be purchased from ROGERS Group, Inc.
Name of Vendor

Address

will be used solely within the exempt function of a charitable, educational or religious institution, or historical site.

Description of property to be purchased: Aggregate Construction Materials

In the event that the property purchased is not used for an exempt purpose, it is understood that I am required to
pay the tax measured by the purchase price of the property.

Any official or employee who uses this certificate to make tax-free purchases for his own personal use or that of
any other person will be subject to the penalties provided in KRS 139.990 and other applicable laws.

Under penalties of perjury, I swear or affirm that the information on this certificate is true and correct as to every
material matter.

Susan Bentle

Authorized Signature

Exec. Director Finance

Title

Jan. 9, 2024

Date

CAUTION TO SELLER: This certificate cannot be issued or used
in any way by a construction contractor to purchase property
to be used in fulfilling a contract with an exempt institution.
Sellers accepting certificates for such purchases will be held
liable for the sales or use tax.

DEPARTMENT OF REVENUE
Frankfort, Kentucky 40620

51A126 (12-09)



**THE KENTON COUNTY
BOARD OF EDUCATION**
1055 Eaton Drive, Fort Wright, KY 41017
859.344.8888 – Fax 859.344.1531
www.kenton.kyschools.us
Dr. Henry Webb, Superintendent

CREDIT REFERENCES

TRADE REFERENCES

LD Products

3700 Cover Street
Long Beach, CA 90808

Attention: Diana Athey
(888) 375-6648 EXT. 7092
dianaa@ldproducts.com

Design/Minuteman Press

33 Kenton Lands Road
Erlanger, KY 41018

Attention: Al Bailey
(859) 331-3354
minutemanpress@fuse.net

Federal Supply

1840 Airport Exchange Blvd., Suite 160
Erlanger, KY 41018

Attention: Amy Franklin
(859)647-9500
AP@myfederalsupply.com

BANK REFERENCE

First Financial Bank

3580 Madison Pike
Edgewood, KY 41017
(859) 344-2900

IDENTIFICATION NUMBERS

State Tax Identification Number: B470
Federal Tax Identification Number: 61-6001301

Kenton County Board of Education

"The Kenton County Board of Education provides Equal Education & Employment Opportunities."