

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
KENTUCKY, NORTHERN DIVISION AT COVINGTON

Queen City Mechanicals, Inc. v. Boone County, Kentucky, and
Lonkard Construction Co.

Civil Action No. 26-35-DLB-CJS (E.D. Ky. Mar. 11, 2026) · No. Civil Action No. 26-35-DLB-CJS · Decided
March 11, 2026

SUMMARY

The court addresses Queen City Mechanicals’ emergency motion for a temporary restraining order and preliminary injunction concerning Boone County’s award of a watermain expansion contract to Lonkard Construction. The court concludes that Boone County likely misapplied Kentucky’s reciprocal resident-bidder preference law but also determines that the county retained broad discretion in awarding the contract, undermining Queen City’s federal claims and claimed entitlement to the contract. The temporary restraining order request is denied as moot, while the preliminary-injunction motion is granted in part and denied in part.

CASE DETAILS

COURT	United States District Court for the Eastern District of Kentucky, Northern Division at Covington
JURISDICTION	United States District Court for the Eastern District of Kentucky, Northern Division at Covington
DECIDED	March 11, 2026
DOCKET	Civil Action No. 26-35-DLB-CJS
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff sought an emergency temporary restraining order and preliminary injunction preventing Boone County and Lonkard from entering into or performing a contract for a public watermain expansion project. The court denied the TRO as moot because the parties had agreed to preserve the status quo, and considered the request for a preliminary injunction.
STANDARD OF REVIEW	For a preliminary injunction, the court considers likelihood of success on the merits, irreparable harm, harm to others, and the public interest, balancing the interrelated factors. Judicial review of Boone County's procurement decision was available because the County adopted objective bid criteria and a protest mechanism analogous to the

	Kentucky Model Procurement Code, but the decision could be disturbed only if arbitrary, capricious, or contrary to law. Issues of law were reviewed de novo, while the procuring entity received deference in interpreting statutes and regulations it was charged with implementing.
PRECEDENTIAL VALUE	Unknown; memorandum opinion and order from a federal district court
PARTIES	Queen City Mechanicals, Inc. v. Boone County, Kentucky, Lonkard Construction Co.

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QUESTIONS PRESENTED

1. Whether QCM was likely to succeed in showing that Boone County misapplied Kentucky's reciprocal resident-bidder preference law.
2. Whether QCM had a constitutionally protected property interest in the public contract for purposes of its 42 U.S.C. § 1983 claim.
3. Whether QCM could obtain a declaratory judgment that it was entitled to the contract.
4. Whether Boone County's locally adopted protest procedure gave QCM standing to obtain judicial review of the County's procurement decision.
5. Whether Boone County's application of the five-percent preference was arbitrary, capricious, or contrary to law.
6. Whether QCM was likely to succeed on claims for breach of bid requirements and detrimental reliance or promissory estoppel.
7. Whether the balance of preliminary-injunction factors warranted enjoining Boone County from applying the preference and requiring reconsideration of QCM's bid.

HOLDINGS

1. Boone County was bound by its ordinance and Invitation to Bid to apply Kentucky preference law, but it likely misapplied KRS 45A.494 by applying a five-percent preference against QCM without showing that Ohio applied a preference against Kentucky bidders.
2. QCM was unlikely to establish a constitutionally protected property interest in the contract and therefore was unlikely to succeed on its § 1983 and declaratory-judgment claims.

3. QCM likely had standing to seek judicial review because Boone County adopted objective procurement criteria and a protest mechanism with the essential features of the Kentucky Model Procurement Code's protest procedure.
4. Even though Boone County was required to apply Kentucky preference law, it retained discretion to reject QCM's bid and award the contract to another bidder; QCM was not entitled to an order compelling award of the contract or to lost profits based solely on being the lowest bidder.
5. QCM was unlikely to succeed on its standalone claim for breach of bid requirements because an invitation to bid creates no contractual obligations under Kentucky law and the requested award or lost-profit relief was unavailable.
6. Although detrimental reliance is not an independent cause of action under Kentucky law, QCM was likely to succeed on a promissory-estoppel theory to the extent it alleged that Boone County promised to apply Kentucky preference law and QCM incurred wasted bid-preparation resources in reliance on that promise.
7. QCM satisfied the preliminary-injunction factors sufficiently to obtain an injunction against applying the preference and requiring Boone County to reconsider QCM's bid, but not an injunction awarding QCM the contract.

KEY QUOTATIONS

“A bidder can demonstrate a constitutionally protected property interest in a publicly bid contract in two ways. Specifically, a “bidder can either show that it actually was awarded the contract and then deprived of it, or that, under state law, the County had limited discretion, which it abused, in awarding the contract.”” (Section III.A.2.a.i)

“Thus, the Court predicts that, faced with this question, the Kentucky Supreme Court would find that QCM has standing to seek judicial review of Boone County’s protest determination.” (Section III.A.2.b.i)

“There is no cause of action for detrimental reliance under Kentucky law.” (Section III.A.2.b.iii)

“Defendant Boone County is hereby enjoined from applying a preference in favor of Kentucky bidders and against QCM with respect to the Project;” (Section IV)

FACTUAL BACKGROUND

Boone County solicited bids for the Boone County Watermain Expansion—Group 3.1 project. QCM, an Ohio corporation, submitted a responsive bid and was initially the low bidder, approximately \$1,400 below Lonkard's bid. Boone County applied a five-percent Kentucky resident-bidder preference to Lonkard and awarded Lonkard the project, although QCM argued that Kentucky's reciprocal-preference statute did not permit a preference against an Ohio bidder. QCM protested, and the County ultimately upheld the award before the federal court ruled on QCM's request for injunctive relief.

PROCEDURAL HISTORY

QCM submitted the lowest bid for Boone County's watermain expansion project, but Boone County applied a five-percent preference in favor of Kentucky bidders and selected Lonkard. QCM filed a bid protest with the

County, but initiated this federal action before the County issued its final determination. The court continued consideration of the injunction motion to permit exhaustion of the County's protest process. After the County denied QCM's protest, the court granted the motion in part and denied it in part.

DISPOSITION

other

REMAND INSTRUCTIONS

No remand. Boone County is enjoined from applying a preference in favor of Kentucky bidders and against QCM concerning the Project, must reconsider QCM's bid without that preference, and must file a notice of compliance within fourteen days stating which bidder was selected and the reasons for the selection.

CASES CITED

- Kentucky v. Biden, 571 F. Supp. 3d 715, 721 n. 4 (E.D. Ky. 2021)
- Overstreet v. Lexington-Fayette Urban County Government, 305 F.3d 566, 573 (6th Cir. 2002)
- McGirr v. Rehme, 891 F.3d 603, 610 (6th Cir. 2018)
- Northeast Ohio Coalition for Homeless and Service Employees International Union v. Blackwell, 467 F.3d 999, 1009 (6th Cir. 2006)
- Gonzales v. National Board of Medical Examiners, 225 F.3d 620, 625 (6th Cir. 2000)
- Certified Restoration Dry Cleaning Network, L.L.C. v. Tenke Corp., 511 F.3d 535, 542 (6th Cir. 2007)
- Expert Masonry, Inc. v. Boone County, 440 F.3d 336, 348-50 (6th Cir. 2006)
- Commonwealth v. Yamaha Motor Manufacturing Corp., 237 S.W.3d 203, 205-06 (Ky. 2007)
- Pendleton Bros. Vending, Inc. v. Commonwealth Finance and Administration Cabinet, 758 S.W.2d 24, 24-30 (Ky. 1988)
- Mac Construction & Excavating, Inc. v. City of Warsaw, No. 2:10-cv-16-ART, 2010 WL 2044488, at *2-3 (E.D. Ky. May 21, 2010)
- Charlie's Towing & Recovery, Inc. v. Jefferson County, 183 F.3d 524, 527-28 (6th Cir. 1999)
- Willie McCormick & Associates, Inc. v. City of Detroit, 61 F. App'x 953, 956 (6th Cir. 2003)
- Laboratory Corp. of America v. Rudolph, 184 S.W.3d 68, 74-75 (Ky. Ct. App. 2005)
- Ohio River Conversions, Inc. v. City of Owensboro, 663 S.W.2d 759, 761 (Ky. Ct. App. 1984)
- Guardian Angel Staffing Agency, Inc. v. Commonwealth, No. 2013-000090, 2015 WL 3826343, at *4 (Ky. Ct. App. June 19, 2015)
- Hall v. Rag-O-Rama, LLC, No. 18-cv-12-DLB-CJS, 2020 WL 2134121, at *14 (E.D. Ky. May 5, 2020)
- Sawyer v. Mills, 295 S.W.3d 79, 89 (Ky. 2009)
- McCarthy v. Louisville Cartage Co., Inc., 796 S.W.2d 10, 12 (Ky. Ct. App. 1990)
- Hall v. Edgewood Partners Insurance Center, Inc., 878 F.3d 524, 530 (6th Cir. 2017)
- Collins Inkjet Corp. v. Eastman Kodak Co., 781 F.3d 264, 279 (6th Cir. 2015)
- Johnson v. Memphis, 444 F. App'x 856, 860 (6th Cir. 2011)

- **Moltan Co. v. Eagle-Picher Industries, Inc.**, 55 F.3d 1171, 1176 (6th Cir. 1995)

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