

Grant County Judge Executive

Darrell L. Link
Grant County Courthouse

101 North Main Street
Williamstown, KY 41097

Office: (859) 823-7561
Fax: (859) 428-4567

September 17, 2012

Mr. Richard Austin, Magistrate 1st District
Mr. Brian Linder, Magistrate 2nd District
Mr. Bobby Young, Magistrate 3rd District
Mr. Joe Taylor, County Attorney
Mrs. Peggy Updike, County Treasurer

GRANT COUNTY FISCAL COURT AGENDA FOR MONDAY SEPTEMBER 17, 2012 AT 7:00 P.M.

1. Invocation – Judge/Executive Darrell L. Link
2. Pledge of Allegiance-All
3. Call to order – Additions & Deletions to Agenda
4. Present for review and approval the minutes of the September 4, 2012, Special Fiscal Court meeting.
5. Present for review and approval the claims against the General expense Fund, Road Fund, and Jail Fund, along with the transfers needed for the Month of September.
6. Present for a motion to approve and adopt the Resolution to request that the Kentucky Transportation Cabinet re-surface, or make funding available for the purpose of Resurfacing the following Roads; i.e., Sugar Creek Road (CR1319); White Chapel Road (CR1224); Grassy Run Road (CR1235); Hopewell Road (CR1016); and Jenni Lane (CR1009).
7. Present for a motion to approve the Agreement between the Kentucky Transportation Cabinet and Grant County, Kentucky to perform bituminous resurfacing or make funding available for resurfacing on various County roads, i.e. Sugar Creek Road, White Chapel Road, Grassy Run Road, Hopewell Road and Jenni Lane and give Grant County Judge/Executive Darrell L. Link permission to sign the agreement.

8. Open and review the bids that were advertised for the resurfacing for the following Roads in Grant County Kentucky. The roads are as follows: Sugar Creek Road (CR1319); White Chapel Road (CR1224); Grassy Run Road (CR1235); Hopewell Road (CR1016); and Jenni Lane (CR1009).
9. Present for a motion to approve and adopt the Resolution to request that the Kentucky Transportation Cabinet re-surface, or make funding available for the purpose of resurfacing the following road in Grant County Kentucky i.e: Grantland Drive, Menefee Road, Keefer Lawrenceville Road, Mason-Sipple Road, Cottonwood Drive, Juett Road, and Mitts Road.
10. Present for Review and Approval a Development Agreement by and among the City of Williamstown, Kentucky, the County of Grant, Kentucky, the Grant County Joint/Local Industrial Authority and Ark Encounter, LLC.
11. Present for a Second Reading Ordinance No. 06-2012-659, relating to an Amendment to the Grant County Zoning Map for applicant Wanda Sherman, along with the Notice to run in the local paper showing adoption, if approved.
12. Present for a Second Reading Ordinance No. 07-2012-660 relating to an amendment to the Grant County Zoning Map for applicant Barry Toole, along with the Notice to run in the local paper showing adoption, if approved.
13. Present for a motion, upon the recommendation of Terry Peeples, Grant County Jailer to appoint Liam McCarthy to the position of Training Supervisor at the Grant County Detention Center with a salary of \$30,160.00 retroactive to September 16, 2012.
14. Present for a motion, upon the recommendation of Terry Peeples, Grant County Jailer to promote Robert Howell to Corporal, with a salary of \$12.50 per hour, retroactive to September 16, 2012.
15. Present for a motion, upon the recommendation of Chuck Dills, Grant County Sheriff to hire Johnny T. Money as a Part-Time Non Sworn office clerk to work during tax season and other clerk's days off, at a salary of \$9.00 per hour effective September 17, 2012.
16. Present for a motion to stop payment on check No. 017550, drawn on the General Fund on August 6, 2012, in the amount of \$715.52, due to the check being misplaced.
17. Present for a motion to void Check # 013160, dated September 5, 2012, drawn on the Road Fund in the amount of \$180.19, due to the vendor returning the check and stating that due to prior repairs made that had to be corrected.
18. Present for a motion to stop payment on Check # 17146, dated on June 4, 2012,

drawn on the General Fund in the amount of \$10.00, due to the recipient losing the check.

19. Present for a motion to promote Elizabeth Lewis from a Part-Time Deputy Jailer at the Grant County Detention Center to a Full-Time Deputy Jailer, retroactive to September 16, 2012, at a salary of \$11.00 per hour.
20. Present for a motion to hire Roger Sturdivant as a Part-Time Deputy Jailer at the Grant County Detention Center effective September 19, 2012, at a salary of \$10.50 per hour.
21. Present for a motion to hire Jonathan Justice as a Part-Time Deputy Jailer at the Grant County Detention Center effective September 19, 2012, at a salary of \$10.50 per hour.
22. Present for a motion to hire Melissa Preston as a Part-Time Deputy Jailer at the Grant County Detention Center effective September 19, 2012, at a salary of \$10.50 per hour.
23. Present for a motion to hire Gary Workman as a Part-Time Deputy Jailer at the Grant County Detention Center effective September 19, 2012, at a salary of \$10.50 per hour.
24. Present for a motion to hire Sherenee Slone as a Part-Time Deputy Jailer at the Grant County Detention Center effective September 19, 2012, at a salary of \$10.50 per hour.
25. Present for a motion to hire Thomas Wolfenbarger as a Part-Time Deputy Jailer at the Grant County Detention Center effective September 19, 2012, at a salary of \$10.50 per hour.
26. Open 'Discussion' for the Good of the County.
27. Remind the members of Fiscal Court that the next meeting of the Grant County Fiscal Court will be held Monday, October 1, 2012 at the Grant County Courthouse at 7:00 P.M.
28. Motion to adjourn until Monday, October 1st 2012.

GRANT COUNTY JUDGE/EXECUTIVE

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GRANT COUNTY JUDGE/EXECUTIVE
DARRELL L. LINK

The Grant County Fiscal Court met in Regular Session on Monday, September 17, 2012, at 7:00 P.M. at the Grant County Courthouse in Williamstown, Kentucky 41097, with Richard Austin, Magistrate 1st District, Present; Brian Linder, Magistrate 2nd District, Present; Bobby Young, Magistrate 3rd District, Present; Joe Taylor, County Attorney, present and Hon. Darrell Link, County Judge/Executive, Present and Presiding. Cody Durr, of Williamstown Cable and Pat Conrad, Grant County Fiscal Court Clerk were also present. Guests present were: John Souder, James Parsons, Rodney Howe, Joe Jamison, Tom Jump and Terry Peeples, Grant County Jailer.

* * * * *

Judge/Executive Darrell L. Link opened with prayer and then led in the Pledge of Allegiance.

After the Call to Order and approval of the agenda, Judge Link opened the meeting.

Judge/Executive Darrell L. Link stated that there were no additions or deletions to the agenda.

Judge Link presented for review and approval of the minutes of the September 4th, 2012 Special Fiscal court Meeting.

* * * * *

Motion of Richard Austin, seconded by Bobby Young, it is hereby ordered to approve the minutes of the September 4th 2012 meeting as presented.

The following votes were taken: Richard Austin, Magistrate 1st District, votes yes; Brian Linder, Magistrate 2nd District, votes yes, Bobby Young, Magistrate 3rd District, votes yes; and Hon. Darrell Link, County Judge/Executive, votes yes.

Judge Link presented for review and approval, the Claims in the General Expense Fund, Road Fund, and Jail Fund, along with the transfers as needed for the Month of

September. He asked if there were any questions regarding the claims.

Motion of Bobby Young, seconded by Brian Linder, it is hereby ordered to approve the Claim #'s 01-12-0977 thru 01-12-1028, against the General Expense Fund in the amount of \$40,260.87, Claim #'s 02-12-0301, thru 02-12-0318, against the Road Fund in the amount of \$36,832.13, and Claim #'s 03-12-0278, thru 03-12-0284, against the Jail Fund in the amount of \$18,277.47.

The following votes were taken: Richard Austin, Magistrate 1st District, votes yes; Brian Linder, Magistrate 2nd District, votes yes, Bobby Young, Magistrate 3rd District, votes yes; and Hon. Darrell Link, County Judge/Executive, votes yes.

**GRANT COUNTY FISCAL COURT
Invoice Entry List (Detail)**

Invoice Date	Invoice Number	Type	Description	Terms Code	Due Date	1099 Type	Invoice Amount	Payment Amount
Vendor: 1AILSTOCKB BECKY AILSTOCK								
09/17/12	01-12-0986	I	LLOYD WELFARE HOUSE	COD	09/17	N/A	25.00	25.00
	Account: 0154015670		Amount	25.00				
Vendor Total: 1AILSTOCKB							25.00	25.00
Vendor: 1ARNETTAPI ARNETTA PICKETT								
09/17/12	01-12-0985	I	LLOYD WELFARE HOUSE	COD	09/17	N/A	25.00	25.00
	Account: 0154015670		Amount	25.00				
Vendor Total: 1ARNETTAPI							25.00	25.00
Vendor: 1CROUCHCO CONNIE CROUCH								
09/17/12	01-12-0988	I	REFUND FOR LLOYD	COD	09/17	N/A	25.00	25.00
	Account: 0154015670		Amount	25.00				
Vendor Total: 1CROUCHCO							25.00	25.00
Vendor: 1FROSTKAY KAY FROST								
09/17/12	01-12-0987	I	REFUND FOR LLOYD	COD	09/17	N/A	25.00	25.00
	Account: 0154015670		Amount	25.00				
Vendor Total: 1FROSTKAY							25.00	25.00
Vendor: 1GIFFORDTA TARA GIFFORD								
09/17/12	01-12-1017	I	LLOYD WELFARE HOUSE	COD	09/17	N/A	10.00	10.00
	Account: 0154015670		Amount	10.00				
Vendor Total: 1GIFFORDTA							10.00	10.00
Vendor: 1JONESNILA NILA JONES								
09/17/12	01-12-0983	I	LLOYD WELFARE HOUSE	COD	09/17	N/A	25.00	25.00
	Account: 0154015670		Amount	25.00				
Vendor Total: 1JONESNILA							25.00	25.00
Vendor: 1PLUNKETTR RUTH PLUNKETT								
09/17/12	01-12-0984	I	LLOYD WELFARE HOUSE	COD	09/17	N/A	25.00	25.00
	Account: 0154015670		Amount	25.00				
Vendor Total: 1PLUNKETTR							25.00	25.00
Vendor: ACVC ALL CREATURES VETERINARY								
09/17/12	01-12-1002	I	INV. 46783	COD	09/17	N/A	302.50	302.50
	Account: 0152053850		Amount	302.50				
Vendor Total: ACVC							302.50	302.50
Vendor: BUSINESSCA BUSINESS CARD								
09/17/12	01-12-1012	I	33842 33883	COD	09/17	N/A	633.90	633.90
	Account: 0150154450		Amount	633.90				
09/17/12	01-12-1013	I		COD	09/17	N/A	71.29	71.29
	Account: 0150154450		Amount	20.30				
	Account: 0150155770		Amount	50.99				
09/17/12	01-12-1014	I	TRANSPORTING FUGITIVES	COD	09/17	N/A	22.12	22.12
	Account: 0150155770		Amount	22.12				
Vendor Total: BUSINESSCA							727.31	727.31
Vendor: C0030 CUSTOM DESIGNS BY ALICE LLC								
09/17/12	01-12-0990	I	071225207 07122216 07122178	COD	09/17	Misc Box7	243.00	243.00
	Account: 0154014670		Amount	125.00				
	Account: 0150154810		Amount	66.00				
	Account: 0152054020		Amount	52.00				
Vendor Total: C0030							243.00	243.00
Vendor: C0300 CINCINNATI BELL TELEPHONE								
09/17/12	01-12-1011	I	LANDLINES	COD	09/17	N/A	185.07	185.07
	Account: 0150015730		Amount	46.45				
	Account: 0150815780		Amount	138.62				

GRANT COUNTY FISCAL COURT
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Invoice Date	Invoice Number	Type	Description	Terms Code	Due Date	1099 Type	Invoice Amount	Payment Amount
Vendor Total: C0300							185.07	185.07
Vendor: C0485			CEDARWOOD VETERINARY					
09/17/12	01-12-1023	I	INV. # 64494	COD	09/17	N/A	57.00	57.00
	Account: 0152053850		Amount	57.00				
Vendor Total: C0485							57.00	57.00
Vendor: CARENETPRE			CARE NET PREGNANCY					
09/17/12	01-12-0977	I	AUGUST 2012 SUPPORT	COD	09/17	N/A	500.00	500.00
	Account: 0152323480		Amount	500.00				
Vendor Total: CARENETPRE							500.00	500.00
Vendor: CEDARRIDGE			CEDAR RIDGE TACTICAL LLC					
09/17/12	01-10-1015	I	AMMUNITION	COD	09/17	Misc Box7	1,200.00	1,200.00
	Account: 0150154010		Amount	1,200.00				
Vendor Total: CEDARRIDGE							1,200.00	1,200.00
Vendor: CLEMONSELE			CLEMONS ELECTRIC SERVICE					
09/17/12	01-12-1026	I	REPLACE LIGHTS @ MULLINS	COD	09/17	Misc Box7	1,035.00	1,035.00
	Account: 0154014670		Amount	1,035.00				
Vendor Total: CLEMONSELE							1,035.00	1,035.00
Vendor: CONRADTER			TERRY CONRAD					
09/17/12	01-12-1008	I	REIMBURSEMENT FOR	COD	09/17	N/A	211.46	211.46
	Account: 0151154550		Amount	211.46				
Vendor Total: CONRADTER							211.46	211.46
Vendor: CSI0798			CSI OF WILLIAMSTOWN #798					
09/17/12	01-12-0997	I	JUDICIAL CENTER	COD	09/17	N/A	101.83	101.83
	Account: 0150813660		Amount	101.83				
Vendor Total: CSI0798							101.83	101.83
Vendor: DC0124			D-C ELEVATOR COMPANY, INC					
09/17/12	01-12-0998	I	INV. 178162179253	COD	09/17	N/A	300.00	300.00
	Account: 0150815880		Amount	300.00				
Vendor Total: DC0124							300.00	300.00
Vendor: DUKEENERGY			DUKE ENERGY					
09/17/12	01-12-0991	I	UTILITIES	COD	09/17	N/A	445.88	445.88
	Account: 0152055780		Amount	48.93				
	Account: 0154015780		Amount	303.47				
	Account: 0150155780		Amount	60.35				
	Account: 0151355820		Amount	33.13				
Vendor Total: DUKEENERGY							445.88	445.88
Vendor: ETHOMAS			E. THOMAS & ASSOCIATES, INC.					
09/17/12	01-12-0978	I	INV. 4477	COD	09/17	N/A	492.00	492.00
	Account: 0150573180		Amount	492.00				
Vendor Total: ETHOMAS							492.00	492.00
Vendor: F4523			TABATHA FRYMAN CLEMONS					
09/17/12	01-12-1022	I	REIMBURSEMENT	COD	09/17	N/A	112.18	112.18
	Account: 0154013480		Amount	112.18				
Vendor Total: F4523							112.18	112.18
Vendor: G2100			GRANT COUNTY VETERINARY					
09/17/12	01-12-1004	I	INV 42133	COD	09/17	N/A	89.00	89.00
	Account: 0152053850		Amount	89.00				
Vendor Total: G2100							89.00	89.00
Vendor: G2450			GENERAL PET SUPPLY OHIO					
09/17/12	01-12-1003	I	INV. 3148121 3159120	COD	09/17	Misc Box7	217.00	217.00
	Account: 0152054020		Amount	217.00				

GRANT COUNTY FISCAL COURT
Invoice Entry List (Detail)

Invoice Date	Invoice Number	Type	Description	Terms Code	Due Date	1099 Type	Invoice Amount	Payment Amount
Vendor Total: G2450							217.00	217.00
Vendor: GCINDUSTRI	GRANT CO INDUSTRIAL DEV.							
09/17/12	01-12-0979	I	2ND QUARTER FY 2013	COD	09/17	N/A	8,452.25	8,452.25
	Account: 0150753140		Amount	8,452.25				
Vendor Total: GCINDUSTRI							8,452.25	8,452.25
Vendor: GCNEWS	GRANT COUNTY NEWS							
09/17/12	01-12-0999	I	TAX LISTING / BID	COD	09/17	N/A	456.10	456.10
	Account: 0150255390		Amount	456.10				
Vendor Total: GCNEWS							456.10	456.10
Vendor: GCOILCOMP	GRANT COUNTY OIL CO INC							
09/17/12	01-12-0989	I	RESCUE 81	COD	09/17	N/A	15.14	15.14
	Account: 0151304550		Amount	15.14				
Vendor Total: GCOILCOMP							15.14	15.14
Vendor: GCSSD	GRANT CO. SANITARY SEWER							
09/17/12	01-12-0980	I	NEW OFFICE	COD	09/17	N/A	30.00	30.00
	Account: 0154015780		Amount	30.00				
Vendor Total: GCSSD							30.00	30.00
Vendor: GOODYEARTI	GOODYEAR TIRE DISTRIBUTORS							
09/17/12	01-12-1009	I	REPLACEMENT FOR CK. #	COD	09/17	N/A	715.52	715.52
	Account: 0151355920		Amount	501.68				
	Account: 0150155920		Amount	213.84				
Vendor Total: GOODYEARTI							715.52	715.52
Vendor: H3810	HUESING VETERINARIAN CLINIC							
09/17/12	01-12-1006	I	INV. 207555	COD	09/17	N/A	57.00	57.00
	Account: 0152053850		Amount	57.00				
Vendor Total: H3810							57.00	57.00
Vendor: HILLYARDKY	HILLYARD-KENTUCKY							
09/17/12	01-12-0992	I	600378247	COD	09/17	N/A	424.58	424.58
	Account: 0150804060		Amount	424.58				
Vendor Total: HILLYARDKY							424.58	424.58
Vendor: JASPERENGI	JASPER ENGINE &							
09/17/12	01-12-0994	I	ENGINE FOR CROWN	COD	09/17	N/A	3,238.00	3,238.00
	Account: 0150155920		Amount	3,238.00				
Vendor Total: JASPERENGI							3,238.00	3,238.00
Vendor: KYUNIF	KENTUCKY UNIFORMS,INC.							
09/17/12	01-12-1016	I	TIES	COD	09/17	N/A	19.80	19.80
	Account: 0150154810		Amount	19.80				
Vendor Total: KYUNIF							19.80	19.80
Vendor: M2701	MARLENES							
09/17/12	01-12-1018	I	PSW MEALS	COD	09/17	Misc Box7	72.00	72.00
	Account: 0150814250		Amount	60.00				
	Account: 0150804250		Amount	12.00				
Vendor Total: M2701							72.00	72.00
Vendor: MASTCARD	MASTERCARD							
09/17/12	01-12-1019	I	REGISTRATIONS /	N/A	09/17	N/A	496.83	496.83
	Account: 0150255690		Amount	496.83				
Vendor Total: MASTCARD							496.83	496.83
Vendor: NEALDAVID	DAVID NEAL							
09/17/12	01-12-0981	I	CLOCK MAINTENANCE	COD	09/17	Misc Box7	85.00	85.00
	Account: 0150803330		Amount	85.00				

GRANT COUNTY FISCAL COURT
Invoice Entry List (Detail)

Invoice Date	Invoice Number	Type	Description	Terms Code	Due Date	1099 Type	Invoice Amount	Payment Amount
Vendor Total: NEALDAVID							85.00	85.00
Vendor:	OWENELECTR		OWEN ELECTRIC COOPERATIVE					
09/17/12	01-12-0995	I	SIRENS AT WARSAW ROAD	COD	09/17	N/A	28.35	28.35
	Account:		0151355820	Amount			28.35	
Vendor Total: OWENELECTR							28.35	28.35
Vendor:	POSTMASTER		POSTMASTER					
09/17/12	01-12-0982	I	STAMPS	COD	09/17	N/A	45.00	45.00
	Account:		0154054450	Amount			45.00	
Vendor Total: POSTMASTER							45.00	45.00
Vendor:	PROSOURCE		CINCINNATI COPIERS, INC.					
09/17/12	01-12-0993	I	COPY CHARGES	COD	09/17	N/A	227.32	227.32
	Account:		0152124450	Amount			25.80	
	Account:		0150014450	Amount			171.63	
	Account:		0150154450	Amount			29.89	
Vendor Total: PROSOURCE							227.32	227.32
Vendor:	R2000		GENESIS INVESTMENTS INC.					
09/17/12	01-12-1020	I	PSW MEALS	COD	09/17	N/A	20.20	20.20
	Account:		0150804250	Amount			20.20	
Vendor Total: R2000							20.20	20.20
Vendor:	R2539		RCS COMMUNICATION					
09/17/12	01-12-1027	I	INV# 96819	COD	09/17	N/A	1,110.00	1,110.00
	Account:		0150157230	Amount			1,110.00	
Vendor Total: R2539							1,110.00	1,110.00
Vendor:	S.N.I.P.		KY. HUMANE SOCIETY ANIMAL					
09/17/12	01-12-1005	I	INV. 31758	COD	09/17	N/A	1,013.00	1,013.00
	Account:		0152053850	Amount			653.00	
	Account:		0152055480	Amount			360.00	
Vendor Total: S.N.I.P.							1,013.00	1,013.00
Vendor:	SIMPLEXGRI		SIMPLEXGRINNELL LP					
09/17/12	01-12-0996	I	INV. 68142794	COD	09/17	Misc Box7	2,682.51	2,682.51
	Account:		0150815880	Amount			2,682.51	
Vendor Total: SIMPLEXGRI							2,682.51	2,682.51
Vendor:	SNAPPYTOMA		SNAPPY TOMATO PIZZA					
09/17/12	01-12-1021	I	INVOICES	COD	09/17	Misc Box7	72.00	72.00
	Account:		0150804250	Amount			72.00	
Vendor Total: SNAPPYTOMA							72.00	72.00
Vendor:	STAPLCREDI		STAPLES CREDIT PLAN					
09/17/12	01-12-1025	I	33634 33869	COD	09/17	N/A	541.72	541.72
	Account:		0150014450	Amount			459.32	
	Account:		0152124450	Amount			82.40	
Vendor Total: STAPLCREDI							541.72	541.72
Vendor:	STATEINDUS		STATE INDUSTRIAL PRODUCTS					
09/17/12	01-12-1028	I	INV 95870503	COD	09/17	N/A	249.25	249.25
	Account:		0150804060	Amount			249.25	
Vendor Total: STATEINDUS							249.25	249.25
Vendor:	T4838		TRI-STATE ELEVATOR, INC.					
09/17/12	01-12-1010	I	INVOICE 12-916	COD	09/17	N/A	510.82	510.82
	Account:		0150803520	Amount			510.82	
Vendor Total: T4838							510.82	510.82
Vendor:	UCAN		UCAN NONPROFET					
09/17/12	01-12-1024	I	SPAY / NEUTER CLINICS	COD	09/17	N/A	2,035.00	2,035.00

**GRANT COUNTY FISCAL COURT
Invoice Entry List (Detail)**

Invoice Date	Invoice Number	Type	Description	Terms Code	Due Date	1099 Type	Invoice Amount	Payment Amount
			Account: 0152053850	Amount	1,340.00			
			Account: 0152053840	Amount	695.00			
			Vendor Total: UCAN				2,035.00	2,035.00
Vendor:	VOYAGERFLE		VOYAGER FLEET SYSTEMS INC					
09/17/12	01-12-1000	I	PETROLEUM	COD	09/17	N/A	9,062.25	9,062.25
			Account: 0152054550	Amount	292.56			
			Account: 0151154550	Amount	190.29			
			Account: 0150804550	Amount	211.52			
			Account: 0154014550	Amount	609.45			
			Account: 0150154550	Amount	7,328.62			
			Account: 0152124550	Amount	370.47			
			Account: 0150814550	Amount	59.34			
			Vendor Total: VOYAGERFLE				9,062.25	9,062.25
Vendor:	W13576		ALL PET'S ANIMAL CLINIC INC					
09/17/12	01-12-1007	I	INV. # 93636	COD	09/17	N/A	12.00	12.00
			Account: 0152053850	Amount	12.00			
			Vendor Total: W13576				12.00	12.00
Vendor:	WESTCOCONS		WESTCO CONSULTING, INC.					
09/17/12	01-12-1001	I	INV. 1477	COD	09/17	N/A	2,210.00	2,210.00
			Account: 0150573180	Amount	2,210.00			
			Vendor Total: WESTCOCONS				2,210.00	2,210.00
			Report Total:				40,260.87	40,260.87

*** Report Options ***

Vendors: ALL

Invoice Dates: 09/17/2012 to 09/17/2012

Invoice Type: ALL

Invoice Status: ALL

Dates Entered: ALL

*** End of Report ***

GRANT COUNTY FISCAL COURT
Invoice Entry List (Detail)

Invoice Date	Invoice Number	Type	Description	Terms Code	Due Date	1099 Type	Invoice Amount	Payment Amount
Vendor: AIRGAS								
09/18/12	02-12-0314	I	AIRGAS USA, LLC TANK RENTAL	COD	09/18	Misc Box7	79.81	79.81
	Account:		0261053640	Amount			79.81	
Vendor Total: AIRGAS							79.81	79.81
Vendor: C0145								
09/18/12	02-12-0301	I	CITY OF DRY RIDGE WATER BILL HOPPERTON LN	COD	09/18	N/A	21.63	21.63
	Account:		0261055780	Amount			21.63	
Vendor Total: C0145							21.63	21.63
Vendor: C0300								
09/18/12	02-12-0312	I	CINCINNATI BELL TELEPHONE PHONE FOR RD DEPT	COD	09/18	N/A	46.36	46.36
	Account:		0261055730	Amount			46.36	
Vendor Total: C0300							46.36	46.36
Vendor: CLEMONSELE								
09/18/12	02-12-0304	I	CLEMONS ELECTRIC SERVICE REPAIRS SECURITY LIGHT	COD	09/18	Misc Box7	140.00	140.00
	Account:		0261055880	Amount			140.00	
Vendor Total: CLEMONSELE							140.00	140.00
Vendor: GCFARMEQUI								
09/18/12	02-12-0318	I	GRANT CO FARM EQUIPMENT RIM FOR MOWING TRACTOR	COD	09/18	N/A	67.00	67.00
	Account:		0261055880	Amount			67.00	
Vendor Total: GCFARMEQUI							67.00	67.00
Vendor: GOODYEARTI								
09/18/12	02-12-0313	I	GOODYEAR TIRE DISTRIBUTORS TIRES RD EQUIPMENT	COD	09/18	N/A	1,063.07	1,063.07
	Account:		0261055880	Amount			1,063.07	
Vendor Total: GOODYEARTI							1,063.07	1,063.07
Vendor: HICKS&MANN								
09/18/12	02-12-0302	I	HICKS & MANN SITE VISITS SURVEYS	COD	09/18	N/A	2,300.00	2,300.00
	Account:		026105311A	Amount			2,300.00	
Vendor Total: HICKS&MANN							2,300.00	2,300.00
Vendor: JAMEPERKIN								
09/18/12	02-12-0316	I	JAMES PERKINS BUSHCUTTING LABOR	COD	09/18	Misc Box7	742.40	742.40
	Account:		0261051610	Amount			742.40	
Vendor Total: JAMEPERKIN							742.40	742.40
Vendor: L6438								
09/18/12	02-12-0315	I	LYKINS OIL COMPANY FUELS FOR RD GARAGE	COD	09/18	N/A	13,565.57	13,565.57
	Account:		0261054270	Amount			13,565.57	
Vendor Total: L6438							13,565.57	13,565.57
Vendor: LEXTRUCKSA								
09/18/12	02-12-0311	I	LEXINGTON TRUCK SALES INC REPAIR PARTS	COD	09/18	N/A	727.77	727.77
	Account:		0261055880	Amount			727.77	
Vendor Total: LEXTRUCKSA							727.77	727.77
Vendor: MANTEK								
09/18/12	02-12-0305	I	MANTEK MARKING PAING	COD	09/18	N/A	52.84	52.84
	Account:		0261054270	Amount			52.84	
Vendor Total: MANTEK							52.84	52.84
Vendor: OWENELECTR								
09/18/12	02-12-0306	I	OWEN ELECTRIC COOPERATIVE ELECTRIC HOPPERTON BARN	COD	09/18	N/A	336.11	336.11
	Account:		0261055780	Amount			45.33	
	Account:		0261055780	Amount			46.65	
	Account:		0261055780	Amount			244.13	
Vendor Total: OWENELECTR							336.11	336.11
Vendor: RIEGLER								
			LEN RIEGLER BLACKTOP INC					

GRANT COUNTY FISCAL COURT
Invoice Entry List (Detail)

Invoice Date	Invoice Number	Type	Description	Terms Code	Due Date	1099 Type	Invoice Amount	Payment Amount
09/18/12	02-12-0317	I	BLACKTOP	COD	09/18	N/A	16,031.85	16,031.85
	Account: 0261054470		Amount	16,031.85				
						Vendor Total: RIEGLER	16,031.85	16,031.85
Vendor: SECHRESTG			SECHREST GARAGE CO INC.					
09/18/12	02-12-0307	I	WRECKER SERVICE	COD	09/18	N/A	225.00	225.00
	Account: 0261055880		Amount	225.00				
						Vendor Total: SECHRESTG	225.00	225.00
Vendor: TIREDISCOU			TIRE DISCOUNTERS					
09/18/12	02-12-0308	I	TOTAL ALIGNMENT	COD	09/18	N/A	53.00	53.00
	Account: 0261055880		Amount	53.00				
						Vendor Total: TIREDISCOU	53.00	53.00
Vendor: TRUCKANDTR			TRUCK AND TRAILER SUPPLY					
09/18/12	02-12-0303	I	REPAIR PARTS	COD	09/18	N/A	124.61	124.61
	Account: 0261055880		Amount	124.61				
						Vendor Total: TRUCKANDTR	124.61	124.61
Vendor: VOYAGERFLE			VOYAGER FLEET SYSTEMS INC					
09/18/12	02-12-0309	I	PETROLEUM	COD	09/18	N/A	997.53	997.53
	Account: 0261054270		Amount	997.53				
						Vendor Total: VOYAGERFLE	997.53	997.53
Vendor: WHAYNESUPP			WHAYNE SUPPLY CO					
09/18/12	02-12-0310	I	REPAIR PARTS	COD	09/18	N/A	257.58	257.58
	Account: 0261055880		Amount	257.58				
						Vendor Total: WHAYNESUPP	257.58	257.58
						Report Total:	36,832.13	36,832.13

*** Report Options ***

Vendors: ALL

Invoice Dates: 09/18/2012 to 09/18/2012

Invoice Type: ALL

Invoice Status: ALL

Dates Entered: ALL

*** End of Report ***

**GRANT COUNTY FISCAL COURT
Invoice Entry List (Detail)**

Invoice Date	Invoice Number	Type	Description	Terms Code	Due Date	1099 Type	Invoice Amount	Payment Amount
Vendor: C0300		CINCINNATI BELL TELEPHONE						
09/19/12	03-12-0279	I	LANDLINES	COD	09/19	N/A	458.49	458.49
	Account: 0351015730		Amount	458.49				
Vendor Total: C0300							458.49	458.49
Vendor: CBM5710		CBM MANAGED SERVICES						
09/19/12	03-12-0278	I	INV. 51463 / 51676	COD	09/19	N/A	14,638.83	14,638.83
	Account: 0351014250		Amount	14,638.83				
Vendor Total: CBM5710							14,638.83	14,638.83
Vendor: DUKEENERGY		DUKE ENERGY						
09/19/12	03-12-0280	I	NATURAL GAS	COD	09/19	N/A	1,288.15	1,288.15
	Account: 0351015830		Amount	1,288.15				
Vendor Total: DUKEENERGY							1,288.15	1,288.15
Vendor: H0025		HELO IT, LLC						
09/19/12	03-12-0281	I	INV 164 & 167	COD	09/19	Misc Box7	407.91	407.91
	Account: 0351017050		Amount	407.91				
Vendor Total: H0025							407.91	407.91
Vendor: M9968		MODERN LEASING						
09/19/12	03-12-0284	I	COPIER LEASE	COD	09/19	N/A	550.00	550.00
	Account: 0351014450		Amount	550.00				
Vendor Total: M9968							550.00	550.00
Vendor: MASTCARD		MASTERCARD						
09/19/12	03-12-0283	I		N/A	09/19	N/A	405.93	405.93
	Account: 0391005690		Amount	387.20				
	Account: 0351017050		Amount	18.73				
Vendor Total: MASTCARD							405.93	405.93
Vendor: VOYAGERFLE		VOYAGER FLEET SYSTEMS INC						
09/19/12	03-12-0282	I	PETROLEUM	COD	09/19	N/A	528.16	528.16
	Account: 0351014550		Amount	528.16				
Vendor Total: VOYAGERFLE							528.16	528.16
Report Total:							18,277.47	18,277.47

*** Report Options ***

Vendors: ALL

Invoice Dates: 09/19/2012 to 09/19/2012

Invoice Type: ALL

Invoice Status: ALL

Dates Entered: ALL

*** End of Report ***

ORDER TO TRANSFER BUDGET FUNDS

Fund Acct. Explanation	Code Fund Account	Amount of Transfer (Decrease) (Increase)	
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GENERAL FUND:

Interfund Transfer	01-4909	\$100,000.00	
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JAIL FUND:

Interfund Transfer	03-4910		\$100,000.00
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Total:		\$100,000.00	\$100,000.00
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Order to Transfer

9/17/2012

General Fund

	Line Item	Debit	Credit
Judicial Center/Cintas	01-5081-329	\$3.61	
Judicial Center/Fire Alarm System	01-5081-588		\$3.61
	Total	\$3.61	\$3.61

JAIL FUND

Maintenance Agreements	03-5101-333	\$426.64	
Data Processing Equip.	03-5101-705		\$426.64
	Total	\$426.64	\$426.64

Judge/Executive Darrell L. Link presented for a motion to approve and adopt the Resolution to request that the Kentucky Transportation Cabinet re-surface, or make funding available for the purpose of resurfacing the following roads; i.e., Sugar Creek Road (CR1319); White Chapel Road (CR1224); Grassy Run Road (CR1235); Hopewell Road (CR1016); and Jenni Lane (CR1009).

Motion of Brian Linder, seconded by Richard Austin, to approve and adopt the Resolution to request that the Kentucky Transportation Cabinet re-surface, or make funding available for the purpose of resurfacing the following roads; i.e., Sugar Creek Road (CR1319); White Chapel Road (CR1224); Grassy Run Road (CR1235); Hopewell Road (CR1016); and Jenni Lane (CR1009).

The following votes were taken: Richard Austin, Magistrate 1st District, votes yes; Brian Linder, Magistrate 2nd District, votes yes, Bobby Young, Magistrate 3rd District, votes yes; and Hon. Darrell Link, County Judge/Executive, votes yes.

R E S O L U T I O N

Fiscal Court of Grant County

Resolution adopting and approving the execution of a Rural Secondary Program Agreement between the Fiscal Court and the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid, 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 certify that all roads and streets referred to in said Agreement are county roads as defined in KRS 178.010(1)(b); and

The Fiscal Court does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in said Agreement and does hereby accept said Agreement 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 Agreement as set forth on behalf of the Fiscal Court of Grant County, and the County Clerk of Grant County is hereby authorized and directed to certify thereto.

Resolution

Whereas, the Fiscal Court of Grant County is aware of the urgent need for the re-surfacing of county roads; and

Whereas, Grant County is experiencing tremendous growth in population resulting in increased traffic on all roads, and

Whereas, there are insufficient county funds available to do the necessary resurfacing of 240 miles of county maintained roads;

NOW THEREFORE, Be it resolved by the Grant County Fiscal Court;

That the Fiscal Court of Grant County, Kentucky, respectfully requests that the Kentucky Transportation Cabinet re-surface or make funding available for the purpose of re-surfacing the following roads in Grant County;

Name of Road	Approximate Length of Road	CR #	Estimated Cost
Sugar Creek Rd	11,700	1319	\$51,000
White Chapel	11,900	1224	\$54,000
Grassy Run	7,519	1235	\$37,000
Hopewell	1,660	1016	\$9,000
Jenni Lane	1,580	1009	\$12,000
		Total	\$163,000

Darrell L. Link
Grant County Judge/Executive

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

AYES

NAYS

Darrell L. Link, Judge/Executive

Richard Austin, Magistrate 1st District

Brian Linder, Magistrate 2nd District

Bobby Young, Magistrate 3rd District

COMMONWEALTH OF KENTUCKY) SS:
GRANT COUNTY)

I, Patricia A. Conrad, Fiscal Court _____, ~~County~~ Clerk of
Grant County certify that the foregoing is a true copy of the
Order above. Given under my hand and seal of office this the
17th day of September, 2012.

SIGNED Patricia Conrad

Fiscal Court CLERK OF GRANT COUNTY

Judge/Executive Darrell Link presented for a Motion to approve the Agreement between the Kentucky Transportation Cabinet and Grant County, Kentucky to perform bituminous resurfacing or make funding available for resurfacing on various County Roads, i.e.; Sugar Creek Road, White Chapel Road, Grassy Run Road, Hopewell Road and Jenni Lane and give Grant County Judge/Executive Darrell L. Link permission to sign the agreement.

Motion of Richard Austin, seconded by Bobby Young to approve the Agreement between the Kentucky Transportation Cabinet and Grant County, Kentucky to perform bituminous resurfacing or make funding available for resurfacing on various County Roads, i.e.; Sugar Creek Road, White Chapel Road, Grassy Run Road, Hopewell Road and Jenni Lane and give Grant County Judge/Executive Darrell L. Link permission to sign the agreement.

The following votes were taken: Richard Austin, Magistrate 1st District, votes yes; Brian Linder, Magistrate 2nd District, votes yes, Bobby Young, Magistrate 3rd District, votes yes; and Hon. Darrell Link, County Judge/Executive, votes yes.

AGREEMENT BETWEEN KYTC AND GRANT COUNTY, PERFORM BITUMINOUS RESURFACING ON VARIOUS COUNTY ROADS. \$204,176 CB06 RURAL SECONDARY FUND.

AGREEMENT

This Agreement, entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid (hereinafter called the Department) and the Grant County Fiscal Court (hereinafter called the County);

WITNESSETH:

WHEREAS, it would be to the benefit of the traveling public to perform bituminous resurfacing with hot mix asphalt on Sugar Creek Road (CR 1319) from Napoleon-Zion Station Road (MP 0.000) extending west to end of county maintenance (MP 2.213) a distance of 2.21 miles, on White Chapel Road (CR 1224) from KY 22 (MP 0.000) extending east to end of county maintenance (MP 2.205) a distance of 2.21 miles, on Grassy Run Road (CR 1235) from KY 2937 (MP 0.000) extending south 1.440 miles (MP 1.440) a distance of 1.44 miles, on Hopewell Road (CR 1016) from KY 491 (MP 0.000) extending northwest to end of county maintenance (MP 0.433) a distance of 0.43 mile, and on Jenni Lane (CR 1009) from Dry Ridge-Mt. Zion Road (MP 0.000) extending north to end of county maintenance (MP 0.340) a distance of 0.34 mile, which shall hereinafter be referred to as the Project; and

WHEREAS, the County has expressed its desire to perform the work for the aforementioned Project and to be responsible for all phases of the Project;

NOW THEREFORE, in consideration of these premises and the mutual covenants contained herein, the parties agree as follows:

1. The Department shall be responsible for providing Rural Secondary funding in an amount not to exceed \$204,176 for the abovementioned Project.
2. If Project is performed by Contract, the County shall employ only contractors prequalified by the Kentucky Transportation Cabinet and shall comply with all legal bidding requirements including, but not limited to, the provisions of KRS 45A and 424. **Concurrence must be obtained by the County through the District 6 Chief District Engineer in Covington prior to the awarding of any contract for work or materials to be used on this Project.**

AGREEMENT BETWEEN KYTC AND GRANT COUNTY, PERFORM BITUMINOUS RESURFACING ON VARIOUS COUNTY ROADS. \$204,176 CB06 RURAL SECONDARY FUND.

3. The County shall cause the Project to be constructed to a level which meets applicable county road and bridge standards (all bridges will be required to meet or exceed an H-20 loading); and all materials paid for by the Department used on, or incorporated into, the Project shall meet the requirements specified in the Highway Department's Specifications for Road and Bridge Construction, current edition of State Specifications. The County will obtain any required permits or approval of plans for work to be accomplished on state-owned right-of-way from the Cabinet's District 6 Office in Covington, KY. The County hereby agrees to put forth a reasonable effort to do maintenance on roads listed herein prior to bituminous surface being applied. Maintenance being defined but not limited to proper ditching, cleaning or replacement of clogged or deficient drain tiles, proper shouldering, surface preparation, and any other obvious maintenance the road may need. The minimum thickness of any bituminous surface applied shall be one inch.

4. The County shall indemnify and hold harmless the Department and all of its officers, agents, and employees from all suits, actions, or claims of any character because of any injuries or damages received by any person, persons, or property resulting from construction of the Project.

5. The Department shall reimburse the County up to \$204,176 for completion of work by the County under the obligations of this agreement, which shall represent the total obligation of the Department.

6. The County agrees to be responsible for all cost above \$204,176 however, the County shall not be required to expend any more than \$204,176.

AGREEMENT BETWEEN KYTC AND GRANT COUNTY, PERFORM BITUMINOUS RESURFACING ON VARIOUS COUNTY ROADS. \$204,176 CB06 RURAL SECONDARY FUND.

7. The County shall maintain for a period of three (3) years all records of material, equipment, and labor costs involved in the performance of the work for the Project. **In order to obtain reimbursement from the Department for the Project, the County shall submit to the Office of Rural and Secondary Roads documented invoices of materials, equipment, and labor used on the Project, including certification that the work was accomplished on a publicly maintained facility in accordance with this agreement.**

8. The County may submit current billing reflecting the actual cost of the project during any given work period. This bill should indicate if it is for partial payment or final payment. The current billings will be paid within a reasonable time after receipt of same by the Department; however, in no event is the County to submit billings for work performed for less than a thirty-day (30) period.

9. The Department reserves the right to inspect the methods used in order to perform the work necessary to successfully complete the Project and also reserves the right to cease all work commenced under the terms of this agreement at any time.

10. The County will pass the attached Resolution and a copy of that resolution shall be attached to and made a part of this Agreement.

AGREEMENT BETWEEN KYTC AND GRANT COUNTY, PERFORM BITUMINOUS RESURFACING ON VARIOUS COUNTY ROADS. \$204,176 CB06 RURAL SECONDARY FUND.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by its officers, thereunto duly authorized.

GRANT COUNTY FISCAL COURT

By  Date: 9-17-12
COUNTY JUDGE/EXECUTIVE

DEPARTMENT OF RURAL AND MUNICIPAL AID

By _____ Date: _____
COMMISSIONER

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

By _____ Date: _____
SECRETARY

APPROVED AS TO FORM
AND LEGALITY:

By _____ Date: _____
OFFICE OF LEGAL SERVICES

Judge/ Executive Darrell Link then opened the bids for the resurfacing of the following roads as advertised; i.e. Sugar Creek Road, White Chapel Road, Grassy Run Road, Hopewell Road and Jenni Lane.

There were three bids presented. They are as follows: Barrett Paving, Eaton Asphalt, and Len Riegler Blacktop, Inc. Barrett Paving bid was received first and was opened first.

The bids were as follows: Sugar Creek Road, \$71,466.00; White Chapel Road, \$74,558.40; Grassy Run Road, \$53,835.60; Hopewell Road, \$19,584.00; and Jenni Lane \$23,584.00.

Eaton Asphalt bid was received second and was opened. The bids were as follows: Sugar Creek Road, \$86,424.00; White Chapel Road, \$95,608.80; Grassy Run Road, \$67,802.00 Hopewell Road, \$18,624.00; and Jenni Lane, \$21,708.00.

Len Riegler Blacktop, Inc. was received last and opened last. The bids were as follows: Sugar Creek Road, \$72,020.00; White Chapel Road, \$74,440.00; Grassy Run Road, \$52,780.00; Hopewell Road, \$16,320.00; and Jenni Lane, \$22,780.00.

Judge/Executive Darrell L. Link then stated that it appeared that the best bids were as follows: Barrett Paving presented the best bid for Sugar Creek Road at \$71,466.00, and the best bid for White Chapel Road at \$74,558.40. That Eaton Asphalt presented the best bid for Jenni Lane at \$21,708.00. That Len Riegler Blacktop presented the best bid for Grassy Run Road at \$52,780.00 and Hopewell Road at \$16,320.00 Judge/Executive

Darrell L. Link then presented for a motion to award the bids as follows:

Barrett Paving: Sugar Creek Road \$71,466.00
 White Chapel Road \$74,558.40

Eaton Asphalt: Jenni Lane \$21,708.00

Len Riegler Blacktop: Grassy Run \$52,780.00
Hopewell Road \$16,320.00

Motion of Bobby Young, seconded by Brian Linder to award the following bids for the resurfacing of the aforementioned roads.

Barrett Paving: Sugar Creek Road \$71,466.00
White Chapel Road \$74,558.40

Eaton Asphalt: Jenni Lane \$21,708.00

Len Riegler Blacktop: Grassy Run \$52,780.00
Hopewell Road \$16,320.00

Judge/Executive Darrell L. Link then stated that the county would be required to make available some funds in order to blacktop all these roads as the funds that would be coming from the state would be approximately \$34,000.00 less than the cost to pave these roads.

The following votes were taken: Richard Austin, Magistrate 1st District, votes yes; Brian Linder, Magistrate 2nd District, votes yes, Bobby Young, Magistrate 3rd District, votes yes; and Hon. Darrell Link, County Judge/Executive, votes yes.

separately and individually. All bids will be opened during the Fiscal Court meeting on Monday, September 17, 2012 at 7:00P.M.

Bid Price for Performing this Job on **Sugar Creek Road (CR 1319)** According to the Specifications:

Road	Estimated Length	Estimated Tons	Bid Price	Bid Total
Sugar Creek	11,700	1108	64.50	\$ 71,466.00

Bid Price for Performing this Job on **White Chapel Road (CR 1224)** According to the Specifications:

Road	Estimated Length	Estimated Tons	Bid Price	Bid Total
White Chapel	11,900	1176	63.40	\$ 74,558.40

Bid Price for Performing this Job on **Grassy Run Road (CR 1235)** According to the Specifications:

Road	Estimated Length	Estimated Tons	Bid Price	Bid Total
Grassy Run	7,519	812	66.30	\$ 53,835.60

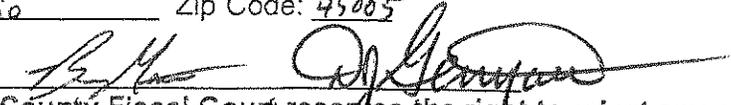
Bid Price for Performing this Job on **Hopewell Road (CR 1016)** According to the Specifications:

Road	Estimated Length	Estimated Tons	Bid Price	Bid Total
Hopewell	1,660	192	102.00	\$ 19,584.00

Bid Price for Performing this Job on **Jenni Lane (CR 1009)** According to the Specifications:

Road	Estimated Length	Estimated Tons	Bid Price	Bid Total
Jenni Lane	1,580	268	88.00	\$ 23,584.00

Name: Barrett
 Street: 3751 Commerce Drive
 City: Middletown
 State: Ohio Zip Code: 45005

Signature: 

The Grant County Fiscal Court reserves the right to reject any and all bids and waive informalities and make awards in a manner deemed to be in the best interest of Grant County.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Barrett Paving Materials Inc.
3751 Commerce Drive Middletown OH 45005

as Principal, hereinafter called the Principal, and Liberty Mutual Insurance Company
8044 Montgomery Road, Ste. 150E Cincinnati OH 45236

a corporation duly organized under the laws of the State of MA

as Surety, hereinafter called the Surety, are held and firmly bound unto Grant County Fiscal Court
101 North Main Street Williamstown KY 41097

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Resurfacing of Five (5) Roads in Grant County

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

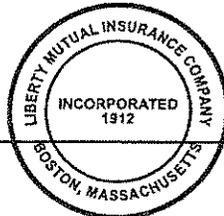
Signed and sealed this 14th day of September, 2012

Subramanian Merrill
(Witness)

Barrett Paving Materials Inc.
(Principal) (Seal)

By: [Signature] estimator
(Title)

April J. White
(Witness)



Liberty Mutual Insurance Company
(Surety) (Seal)

By: [Signature] Janet E. Kaiser
Attorney-in-Fact Janet E. Kaiser (Title)

Surety Phone No. 800-759-0559

American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company

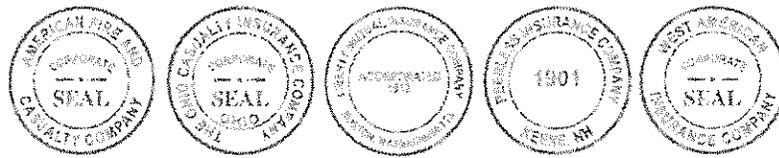
Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, JANET E. KAISER, MARY K. CRIST, PAULA M. EBY,

all of the city of COLUMBUS state of OHIO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of April, 2012.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: [Signature]
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 23rd day of April, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: [Signature]
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of September, 2012.



By: [Signature]
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day



LIBERTY MUTUAL INSURANCE COMPANY
 FINANCIAL STATEMENT — DECEMBER 31, 2011

Assets		Liabilities	
Cash and Bank Deposits.....	\$ 696,606,839	Unearned Premiums.....	\$3,762,485,913
*Bonds — U.S Government.....	910,151,865	Reserve for Claims and Claims Expense	15,817,904,502
*Other Bonds.....	11,794,792,561	Funds Held Under Reinsurance Treaties.....	1,249,930,610
*Stocks.....	3,216,137,875	Reserve for Dividends to Policyholders.....	4,656,284
Real Estate.....	263,420,606	Additional Statutory Reserve.....	77,791,575
Agents' Balances or Uncollected Premiums.....	3,191,269,641	Reserve for Commissions, Taxes and	
Accrued Interest and Rents.....	151,164,670	Other Liabilities	<u>2,885,589,205</u>
Other Admitted Assets.....	<u>12,166,299,092</u>	Total	\$23,798,408,689
		Special Surplus Funds.....	\$1,036,917,657
		Capital Stock.....	10,000,000
		Paid in Surplus.....	7,732,061,653
		Unassigned Surplus.....	4,817,455,750
		Surplus to Policyholders.....	<u>13,596,435,060</u>
Total Admitted Assets	<u>\$37,394,843,149</u>	Total Liabilities and Surplus.....	<u>\$37,394,843,149</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
 The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2011, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 5th day of April, 2012.

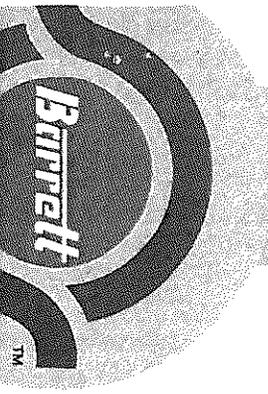
TAMikolajewski

Assistant Secretary

RETT PAVING MATERIALS, INC.

3751 Commerce Drive
Middletown, Ohio 45005

**THE
ROAD
TO THE
FUTURE
BEGINS
WITH**



12:04 PM
R E C E I V E D
SEP 13 2012
By: *at Conrad*

Office of Darrell Link
Grant County Judge/Executive
Grant County Courthouse
101 North Main Street
Williamstown, Kentucky 41097

Bid For: Resurfacing of Five (5) Roads in Grant County

Bid Date: September 14, 2012 at 4:00 p.m.

NOTICE TO BID

The Grant County Fiscal Court will be accepting sealed bids in the Office of Darrell Link, Grant County Judge/Executive, Grant County Courthouse, 101 North Main Street, Williamstown, Kentucky 41097, until 4:00 P.M. on Friday, September 14, 2012, for Resurfacing of Five (5) Roads in Grant County, i.e. Sugar Creek Road (CR 1319), White Chapel Road (CR 1224), Grassy Run Road (CR 1235), Hopewell Road (CR 1016), and Jenni Lane (CR 1009). Said bids will then be opened during the Fiscal Court meeting scheduled for Monday, September 17, 2012, at 7:00 P.M. or as soon thereafter as possible.

A copy of the Specifications for these Roads may be obtained in the Office of the County Judge/Executive during normal business hours.

The Grant County Fiscal Court reserves the right to reject any and all bids and to waive formalities and make awards in a manner deemed to be in the best interest of Grant County.


GRANT COUNTY JUDGE/EXECUTIVE

BID SPECIFICATIONS AND INFORMATION FOR RE-SURFACING THE FOLLOWING ROAD(S) IN GRANT COUNTY, KENTUCKY.

- (1) **Sugar Creek Road (CR 1319)** – Beginning at the intersection of Napoleon Zion-Station Road (CR 1315) and extending to the end of county maintenance. An approximate distance of 11,700 feet.
- (2) **White Chapel Road (CR 1224)** – Beginning at the intersection Highway 22 and extending to the end of county maintenance. An approximate distance of 11,900 feet.
- (3) **Grassy Run Road (CR 1235)** – Beginning at the intersection of Heekin Road and extending to the Creek Crossing on Grassy Run. An approximate distance of 7,519 feet.
- (4) **Hopewell Road (CR 1016)** – Beginning at the intersection of KY Highway 491 and extending to the end of county maintenance. An approximate distance of 1,660 feet.
- (5) **Jenni Lane (CR 1009)** – Beginning at the intersection of Dry Ridge Mt. Zion Road (CR 1005) and extending to the cul-de-sac. An approximate distance of 1,580 feet.

- **Bids to Include All Traffic Control**
- **Sweep Clean**
- **Paving to be a minimum of 1.5" Thick (after compaction)**
- **Repair Broken Areas**
- **Place leveling and Wedge Hot Mix asphalt material as needed**
- **Hot Mix Asphalt surface course with tack application**
- **Haul to Job**
- **Installation of Asphalt**
- **Contractors to be pre-qualified by the Kentucky Transportation Cabinet**
- **Utilize KY Transportation Cabinet specifications for materials and construction.**
- **All bids must include a bid bond or certified check in the amount not less than 5% of the total bid**
- **All work will be subject to the direction, inspection and approval of the Grant County Road Supervisor or his representative**
- **Contractors shall carry the necessary insurance as required by the KY Department of Insurance**
- **Weather Conditions – Paving shall not be done when the temperature is below 40 degrees Fahrenheit.**

The Grant County Fiscal Court reserves the right to reject any and all bids and waive informalities and make awards in a manner deemed to be in the best interest of Grant County.

Sealed bids must be received in the Grant County Judge/Executive's Office by no later than 4:00P.M. On Friday, September 14, 2012. Each road should be bid

separately and individually. All bids will be opened during the Fiscal Court meeting on Monday, September 17, 2012 at 7:00P.M.

Bid Price for Performing this Job on **Sugar Creek Road (CR 1319)** According to the Specifications:

Road	Estimated Length	Estimated Tons	Bid Price
Sugar Creek	11,700	1108	86424.00

Bid Price for Performing this Job on **White Chapel Road (CR 1224)** According to the Specifications:

Road	Estimated Length	Estimated Tons	Bid Price
White Chapel	11,900	1176	95608.00

Bid Price for Performing this Job on **Grassy Run Road (CR 1235)** According to the Specifications:

Road	Estimated Length	Estimated Tons	Bid Price
Grassy Run	7,519	812	67802.00

Bid Price for Performing this Job on **Hopewell Road (CR 1016)** According to the Specifications:

Road	Estimated Length	Estimated Tons	Bid Price
Hopewell	1,660	192	18624.00

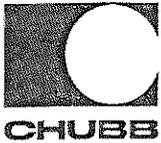
Bid Price for Performing this Job on **Jenni Lane (CR 1009)** According to the Specifications:

Road	Estimated Length	Estimated Tons	Bid Price
Jenni Lane	1,580	268	21708.00

Name: Eaton Asphalt Paving Co Inc.
 Street: 1075 Eaton Dr.
 City: Covington Ky
 State: KY Zip Code: 41017

Signature: 

The Grant County Fiscal Court reserves the right to reject any and all bids and waive informalities and make awards in a manner deemed to be in the best interest of Grant County.



CHUBB GROUP OF INSURANCE COMPANIES

Surety Department, 15 Mountain View Road, P.O. Box 1615, Warren, NJ 07061-1615
Phone: (908) 903-3485 • Facsimile: (908) 903-3656

AIA DOCUMENT A310™ - 2010 BID BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR

(Name, legal status and address):

Eaton Asphalt Paving Company, Inc.
1075 Eaton Drive
Covington, KY 41017

SURETY (Name, legal status and principal place of business):

Federal Insurance Company
15 Mountain View Road
Warren, N.J. 07059

OWNER

(Name, legal status and address):

Grant Co Fiscal Court
101 N Main St.
Williamstown KY 41097

BOND AMOUNT:

5%

PROJECT:

(Name, location or address, and Project number, if any)

Grant Co 2012
County Roads

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

Printed in cooperation with the American Institute of Architects (AIA) by the Chubb Group of Insurance Companies. The language in this document conforms to the language used in AIA Document A310™- 2010.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

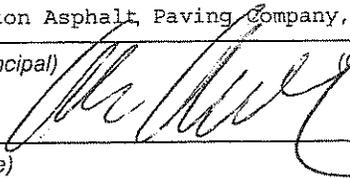
Signed and sealed this 13th

day of September 2012



(Witness)

Eaton Asphalt Paving Company, Inc.

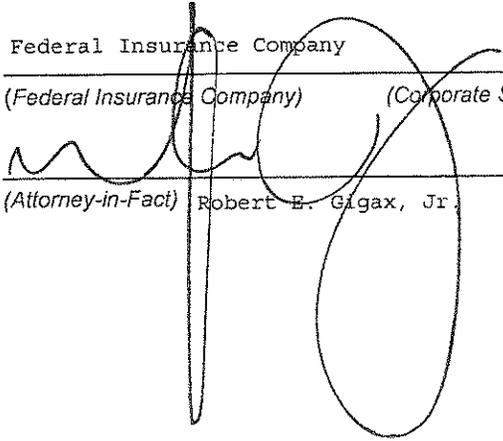
(Principal) (Corporate Seal)


(Title)



(Witness) Christina A. Arvizu

Federal Insurance Company

(Federal Insurance Company) (Corporate Seal)


(Attorney-in-Fact) Robert E. Gigax, Jr.



Chubb
Surety

POWER
OF
ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Christina A. Arvizu, Thomas R. Dietz, Robert E. Gligax Jr., Patricia L. Hehman, Cassandra J. Krumpelman, Shelly M. Martin and Phyllis T. Neal of Cincinnati, Ohio-----

each as their true and lawful Attorney-In-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 21st day of September, 2010.

Kenneth C. Wendel, Assistant Secretary

Richard A. Ciullo, Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this 21st day of September, 2010 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with Richard A. Ciullo, and knows him to be Vice President of said Companies; and that the signature of Richard A. Ciullo, subscribed to said Power of Attorney is in the genuine handwriting of Richard A. Ciullo, and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2014

Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-In-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY

(the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this



Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3656
e-mail: surety@chubb.com



OFFICE OF THE COMMISSIONER
OF INSURANCE

Amended

CERTIFICATE OF AUTHORITY

Satisfactory evidence has been furnished to me showing that
FEDERAL INSURANCE COMPANY

organized in the State of INDIANA, and having its
principal office at WARREN, NEW JERSEY

is in sound and solvent condition, and has fully complied with all the
provisions of the Insurance Laws of the Commonwealth of Kentucky
that are applicable thereto. Now, therefore, as Commissioner of
Insurance of the Commonwealth of Kentucky, in pursuance of the
authority vested in me by the laws of this Commonwealth, I do
hereby authorize the said insurance company to transact the business
of MULTIPLE LINE INSURANCE

in this Commonwealth for the period beginning on the date shown
below and to continue in force as long as the insurer is entitled thereto.



Commissioner of Insurance

This Certificate of Authority shall at all times be the property of the State of
Kentucky, and upon any expiration, suspension, revocation, or termination thereof
the insurer shall promptly deliver this Certificate to the Commissioner.

CERTIFICATE NO. 13-1968496 DATE March 25, 1890

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

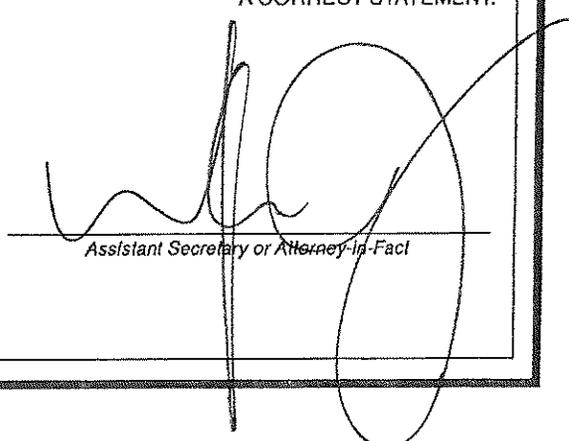
DECEMBER 31, 2011

(in thousands of dollars)

<i>ASSETS</i>		<i>LIABILITIES AND SURPLUS TO POLICYHOLDERS</i>	
Cash and Short Term Investments.....	\$ 151,942	Outstanding Losses and Loss Expenses	\$ 12,300,432
United States Government, State and Municipal Bonds	10,312,572	Unearned Premiums	3,395,082
Other Bonds.....	4,146,378	Ceded Reinsurance Premiums Payable	320,332
Stocks	779,367	Provision for Reinsurance	80,930
Other Invested Assets.....	1,924,895	Other Liabilities.....	922,290
TOTAL INVESTMENTS	<u>17,315,154</u>	TOTAL LIABILITIES	<u>17,019,066</u>
Investments in Affiliates:		Special Surplus Funds	222,832
Chubb Investment Holdings, Inc.	3,212,072	Capital Stock.....	20,980
Pacific Indemnity Company.....	2,440,763	Paid-In Surplus.....	3,106,808
Chubb Insurance Investment Holdings Ltd....	1,237,556	Unassigned Funds	10,356,926
Executive Risk Indemnity Inc.....	1,076,901		
CC Canada Holdings Ltd.....	747,660	SURPLUS TO POLICYHOLDERS.....	<u>13,707,546</u>
Great Northern Insurance Company	436,665		
Chubb Insurance Company of Australia Limited	404,315		
Chubb European Investment Holdings SLP ..	251,756		
Vigilant Insurance Company	233,604		
Other Affiliates	409,535		
Premiums Receivable	1,470,010	TOTAL LIABILITIES AND SURPLUS TO POLICYHOLDERS.....	<u>\$ 30,726,612</u>
Other Assets	1,490,621		
TOTAL ADMITTED ASSETS	<u>\$ 30,726,612</u>		

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners.
Investments with a carrying value of \$431,309,571 are deposited with government authorities as required by law.

A CORRECT STATEMENT:


 Assistant Secretary or Attorney-in-Fact

RECEIVED

SEP 14 2012

By Pat ConRAD

EATON ASPHALT PAVING CO., INC.
1075 Eaton Drive
Covington, Kentucky 41017-9655

Resurfacing 5 County Roads

Grant Co Fiscal Court
ATTN: Sodge/Executive Link
101 N Main St.
Williamstown KY 41097

Due: Sept 14 2012 4:00 PM

Sealed Bid

NOTICE TO BID

The Grant County Fiscal Court will be accepting sealed bids in the Office of Darrell Link, Grant County Judge/Executive, Grant County Courthouse, 101 North Main Street, Williamstown, Kentucky 41097, until 4:00 P.M. on Friday, September 14, 2012, for Resurfacing of Five (5) Roads in Grant County, i.e. Sugar Creek Road (CR 1319), White Chapel Road (CR 1224), Grassy Run Road (CR 1235), Hopewell Road (CR 1016), and Jenni Lane (CR 1009). Said bids will then be opened during the Fiscal Court meeting scheduled for Monday, September 17, 2012, at 7:00 P.M. or as soon thereafter as possible.

A copy of the Specifications for these Roads may be obtained in the Office of the County Judge/Executive during normal business hours.

The Grant County Fiscal Court reserves the right to reject any and all bids and to waive formalities and make awards in a manner deemed to be in the best interest of Grant County.


GRANT COUNTY JUDGE/EXECUTIVE

BID SPECIFICATIONS AND INFORMATION FOR RE-SURFACING THE FOLLOWING ROAD(S) IN GRANT COUNTY, KENTUCKY.

- (1) **Sugar Creek Road (CR 1319)** – Beginning at the intersection of Napoleon Zion-Station Road (CR 1315) and extending to the end of county maintenance. An approximate distance of 11,700 feet.
- (2) **White Chapel Road (CR 1224)** – Beginning at the intersection Highway 22 and extending to the end of county maintenance. An approximate distance of 11,900 feet.
- (3) **Grassy Run Road (CR 1235)** – Beginning at the intersection of Heekin Road and extending to the Creek Crossing on Grassy Run. An approximate distance of 7,519 feet.
- (4) **Hopewell Road (CR 1016)** – Beginning at the intersection of KY Highway 491 and extending to the end of county maintenance. An approximate distance of 1,660 feet.
- (5) **Jenni Lane (CR 1009)** – Beginning at the intersection of Dry Ridge Mt. Zion Road (CR 1005) and extending to the cul-de-sac. An approximate distance of 1,580 feet.

- **Bids to Include All Traffic Control**
- **Sweep Clean**
- **Paving to be a minimum of 1.5" Thick (after compaction)**
- **Repair Broken Areas**
- **Place leveling and Wedge Hot Mix asphalt material as needed**
- **Hot Mix Asphalt surface course with tack application**
- **Haul to Job**
- **Installation of Asphalt**
- **Contractors to be pre-qualified by the Kentucky Transportation Cabinet**
- **Utilize KY Transportation Cabinet specifications for materials and construction.**
- **All bids must include a bid bond or certified check in the amount not less than 5% of the total bid**
- **All work will be subject to the direction, inspection and approval of the Grant County Road Supervisor or his representative**
- **Contractors shall carry the necessary insurance as required by the KY Department of Insurance**
- **Weather Conditions – Paving shall not be done when the temperature is below 40 degrees Fahrenheit.**

The Grant County Fiscal Court reserves the right to reject any and all bids and waive informalities and make awards in a manner deemed to be in the best interest of Grant County.

Sealed bids must be received in the Grant County Judge/Executive's Office by no later than 4:00P.M. On Friday, September 14, 2012. Each road should be bid

separately and individually. All bids will be opened during the Fiscal Court meeting on Monday, September 17, 2012 at 7:00P.M.

Bid Price for Performing this Job on **Sugar Creek Road (CR 1319)** According to the Specifications:

Road	Estimated Length	Estimated Tons	Bid Price
Sugar Creek	11,700	1108 <i>65/ton</i>	<i>72,020.00</i>

Bid Price for Performing this Job on **White Chapel Road (CR 1224)** According to the Specifications:

Road	Estimated Length	Estimated Tons	Bid Price
White Chapel	11,900	1176 <i>65/ton</i>	<i>76,440.00</i>

Bid Price for Performing this Job on **Grassy Run Road (CR 1235)** According to the Specifications:

Road	Estimated Length	Estimated Tons	Bid Price
Grassy Run	7,519	812 <i>65/ton</i>	<i>52,780.00</i>

Bid Price for Performing this Job on **Hopewell Road (CR 1016)** According to the Specifications:

Road	Estimated Length	Estimated Tons	Bid Price
Hopewell	1,660	192 <i>85/ton</i>	<i>16,320.00</i>

Bid Price for Performing this Job on **Jenni Lane (CR 1009)** According to the Specifications:

Road	Estimated Length	Estimated Tons	Bid Price
Jenni Lane	1,580	268 <i>85/ton</i>	<i>22,780.00</i>

Name: *Lon Riegler Blachly inc*
 Street: *19 Landolo Pr*
 City: *Florence*
 State: *NC* Zip Code: *71042*

Signature: _____

The Grant County Fiscal Court reserves the right to reject any and all bids and waive informalities and make awards in a manner deemed to be in the best interest of Grant County.

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY
COLUMBUS, OHIO

CERTIFIED COPY

THIS POWER OF ATTORNEY IS SPECIFIC TO:

Bond No. SUR6023640

Bond Amount. 13,750.00

POWER OF ATTORNEY

Know All Men By These Presents, That STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, a corporation, duly organized and existing under the laws of the State of Ohio, and having its principal offices in the City of Columbus, Ohio, does hereby by these presents make, constitute and appoint Mark R. Hollowell

of Florence and State of KY

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver the bond described above, subject to the limitation that the penalty of the bond shall not exceed Thirteen thousand seven hundred fifty (\$ 13,750.00);

and to bind the Company thereby as fully and to the same extent as if the bond was signed by the duly authorized officers of the Company, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is made and executed pursuant to and by authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 8th day of May 1970:

BE IT RESOLVED, by the Board of Directors of State Automobile Mutual Insurance Company, that any two (2) of the following officers of the Company, viz: the President any Vice President any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer, shall have the power and authority to appoint agents and attorneys-in-fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof; and any such bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by such attorney-in-fact or agent pursuant to and within the limits of the authority granted by his power of attorney.

BE IT FURTHER RESOLVED, that any two (2) officers may remove any such Attorney-in-Fact or Agent and revoke the power and authority given to him.

BE IT FURTHER RESOLVED, that any two (2) of the following officers of the Company, viz: the President any Vice President any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer, shall have the power and authority to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof; which the business of the Company may require, and any such bond, undertaking recognizance consent of surety or written obligation in the nature thereof "I be valid and binding upon the Company when duly executed and sealed, if a seal is required.

This Power of Attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of State Automobile Mutual Insurance Company at a meeting called and held on the 8th day of May, 1970:

BE IT RESOLVED, that the signature of the President any Vice President any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any assistant Treasurer and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In Witness Whereof, the Company has caused these presents to be signed by its proper officers and its corporate seal

to be hereunto affixed this 1st day of April, 2010

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY

By: [Signature]
Paul E. Nordman, Vice President/Director of Business Insurance

By: [Signature]
Larry D. Williams, Vice President/Director of Middle Market Operations



Form 18-C Cert.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

LEN RIEGLER BLACKTOP INC
19 LENDALE DR
FLORENCE

KY 41042

as Principal, hereinafter called the Principal, and State Automobile Mutual Insurance Company
518 East Broad Street Columbus OH 43215

a corporation duly organized under the laws of the State of OH
as Surety, hereinafter called the Surety, are held and firmly bound unto
Grant County Fiscal Court

as Obligee, hereinafter called the Obligee, in the sum of 5.00 % of the bid, not to exceed
Thirteen thousand seven hundred fifty Dollars (\$ 13,750.00),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Bid for County Roads

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the
Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 14 day of September, 2012.
LEN RIEGLER BLACKTOP INC

Alissa M. Wilhelmus
(Witness)

Michael G. ... VP (Principal) (Seal)
Principal Signature and Title

Alissa M. Wilhelmus
(Witness)

State Automobile Mutual Insurance Company
(Surety) (Seal)
Mark R. Holl Lovell Attorney-In-Fact

STATE OF OHIO }
COUNTY OF FRANKLIN, } ss:

On this 1st day of April, A.D., 2010, before me personally came

Paul E. Nordman and Larry D. Williams, to me known, who being

duly sworn, did depose and say that they are Assistant Vice Presidents

respectively of STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, the Company described in and which executed the above instrument; that they know the seal of said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company and that they signed their names, respectively, by like order.



Notary Public



HAL D. THOMPSON

Attorney At Law

Notary Public, State of Ohio

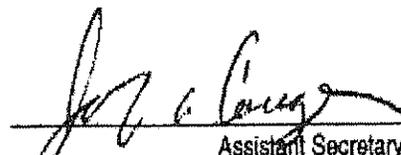
My commission has no expiration date

Sec.147.03 R.C.

CERTIFICATE

I, the undersigned, Assistant Secretary of State Automobile Mutual Insurance Company, an Ohio Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked; and furthermore, that The Resolutions of the Board of Directors set forth in the power of attorney are now in force.

Signed and sealed at Columbus, Ohio, this 14 day of September 2012


Assistant Secretary
John A. Couger

NOTICE TO BID

The Grant County Fiscal Court will be accepting sealed bids in the Office of Darrell Link, Grant County Judge/Executive, Grant County Courthouse, 101 North Main Street, Williamstown, Kentucky 41097, until 4:00 P.M. on Friday, September 14, 2012, for Resurfacing of Five (5) Roads in Grant County, i.e. Sugar Creek Road (CR 1319), White Chapel Road (CR 1224), Grassy Run Road (CR 1235), Hopewell Road (CR 1016), and Jenni Lane (CR 1009). Said bids will then be opened during the Fiscal Court meeting scheduled for Monday, September 17, 2012, at 7:00 P.M. or as soon thereafter as possible.

A copy of the Specifications for these Roads may be obtained in the Office of the County Judge/Executive during normal business hours.

The Grant County Fiscal Court reserves the right to reject any and all bids and to waive formalities and make awards in a manner deemed to be in the best interest of Grant County.


GRANT COUNTY JUDGE/EXECUTIVE

BID SPECIFICATIONS AND INFORMATION FOR RE-SURFACING THE FOLLOWING ROAD(s) IN GRANT COUNTY, KENTUCKY.

- (1) **Sugar Creek Road (CR 1319)** – Beginning at the intersection of Napoleon Zion-Station Road (CR 1315) and extending to the end of county maintenance. An approximate distance of 11,700 feet.
- (2) **White Chapel Road (CR 1224)** – Beginning at the intersection Highway 22 and extending to the end of county maintenance. An approximate distance of 11,900 feet.
- (3) **Grassy Run Road (CR 1235)** – Beginning at the intersection of Heekin Road and extending to the Creek Crossing on Grassy Run. An approximate distance of 7,519 feet.
- (4) **Hopewell Road (CR 1016)** – Beginning at the intersection of KY Highway 491 and extending to the end of county maintenance. An approximate distance of 1,660 feet.
- (5) **Jenni Lane (CR 1009)** – Beginning at the intersection of Dry Ridge Mt. Zion Road (CR 1005) and extending to the cul-de-sac. An approximate distance of 1,580 feet.

- **Bids to Include All Traffic Control**
- **Sweep Clean**
- **Paving to be a minimum of 1.5" Thick (after compaction)**
- **Repair Broken Areas**
- **Place leveling and Wedge Hot Mix asphalt material as needed**
- **Hot Mix Asphalt surface course with tack application**
- **Haul to Job**
- **Installation of Asphalt**
- **Contractors to be pre-qualified by the Kentucky Transportation Cabinet**
- **Utilize KY Transportation Cabinet specifications for materials and construction.**
- **All bids must include a bid bond or certified check in the amount not less than 5% of the total bid**
- **All work will be subject to the direction, inspection and approval of the Grant County Road Supervisor or his representative**
- **Contractors shall carry the necessary insurance as required by the KY Department of Insurance**
- **Weather Conditions – Paving shall not be done when the temperature is below 40 degrees Fahrenheit.**

The Grant County Fiscal Court reserves the right to reject any and all bids and waive informalities and make awards in a manner deemed to be in the best interest of Grant County.

Sealed bids must be received in the Grant County Judge/Executive's Office by no later than 4:00P.M. On Friday, September 14, 2012. Each road should be bid

RECEIVED
SEP 14 2012
BY Pat Conrad

LEN RIEGLER BLACKTOP, INC.
19 Lendale Drive
Florence, KY 41042

TO Grant Co. Fiscal Court
Due: 4:00pm Friday Sept. 14 2012
* Sealed Bids *

Project: Re-Surfacing
5 roads in Grant Co.

Judge/ Executive Darrell Link presented for a motion to approve and adopt the Resolution to request that the Kentucky Transportation Cabinet re-surface, or make funding available for the purpose of resurfacing the following Roads in Grant County Kentucky i.e. Grantland Drive, (CR1032), Menefee Road (CR1020), Keefer-Lawrenceville Road (CR1229), Mason-Sipple Road (CR1150), Cottonwood Drive, (CR1034), Juett Road (CR1223), and Mitts Road (CR1217).

Motion of Richard Austin, seconded by Brian Linder to approve and adopt the Resolution to request that the Kentucky Transportation Cabinet re-surface, or make funding available for the purpose of resurfacing the following Roads in Grant County Kentucky i.e. Grantland Drive, (CR1032), Menefee Road (CR1020), Keefer-Lawrenceville Road (CR1229), Mason-Sipple Road (CR1150), Cottonwood Drive, (CR1034), Juett Road (CR1223), and Mitts Road (CR1217).

The following votes were taken: Richard Austin, Magistrate 1st District, votes yes; Brian Linder, Magistrate 2nd District, votes yes, Bobby Young, Magistrate 3rd District, votes yes; and Hon. Darrell Link, County Judge/Executive, votes yes.

Resolution

Whereas, the Fiscal Court of Grant County is aware of the urgent need for the re-surfacing of county roads; and

Whereas, Grant County is experiencing tremendous growth in population resulting in increased traffic on all roads, and

Whereas, there are insufficient county funds available to do the necessary resurfacing of 240 miles of county maintained roads;

NOW THEREFORE, Be it resolved by the Grant County Fiscal Court; That the Fiscal Court of Grant County, Kentucky, respectfully requests that the Kentucky Transportation Cabinet re-surface or make funding available for the purpose of re-surfacing the following roads in Grant County;

Name of Road	Approximate Length of Road	CR #	Estimated Cost	
Grantland Drive	1,466 feet	1032	\$6,873	Begins at the intersection of US 25 and ends at cul-de-sac
Menefee Road	5,808 feet	1020	\$27,188	Begins at the intersection of SR 491 and ends at CR 1017 (Shady Lane)
Keefer-Lawrenceville	18,322 feet	1229	\$88,389	Begins at the intersection of SR 2936 and ends at intersection of SR 1993
Mason-Sipple	7588 feet	1150	\$36,747	Begins at the intersection of US25 and ends at intersection of CR1234 (Mason Road)
Cottonwood Drive	1,466 feet	1034	\$6,872	Begins at the intersection of CR 1033 (Lemon-Northcutt) and ends at cul-de-sac
Juett Road	5,657 feet	1223	\$26,378	Begins at the intersection of SR 1993 and ends at the cul-de-sac
Mitts Road	5,068 feet	1217	\$24,220	Begins at the intersection KY 36 and ends at the cul-de-sac
Total			\$216,667	

Darrell L. Link
Grant County Judge/Executive

Judge/Executive Darrell L. Link presented for review and approval a Development Agreement by and among the City of Williamstown, Kentucky, the County of Grant, Kentucky, the Grant County Joint/Local Industrial Development Authority, and Ark Encounter LL.

Motion of Brian Linder, seconded by Bobby Young to approve a Development Agreement between the City of Williamstown, Kentucky, the County of Grant, Kentucky, the Grant County Joint/Local Industrial Development Authority, and Ark Encounter LLC.

The following votes were taken: Richard Austin, Magistrate 1st District, votes yes; Brian Linder, Magistrate 2nd District, votes yes, Bobby Young, Magistrate 3rd District, votes yes; and Hon. Darrell Link, County Judge/Executive, votes yes.

Judge/Executive Darrell L. Link then gave Mr. Jim Parsons who was in the audience and represents the Ark Encounter LLC the opportunity to address the court and the listening audience. Mr. Parsons thanked the court for acknowledging him and allowing him to address the court. He stated that the project is moving forward and that all the land has been purchased and the issues with the Eibeck Lane extension had caused the project to slow down somewhat. He encouraged the magistrates to go to the design studio which is located in Hebron, Kentucky and there they could see the exhibit space and gain a significant amount of information. He stated that this agreement this evening is consistent with the Memorandum of Understanding that was presented to the court in August. He stated that the next document would be a Participation Agreement and that he hoped to have it ready for one of the October meetings of the court.

DEVELOPMENT AGREEMENT

BY AND AMONG

**CITY OF WILLIAMSTOWN, KENTUCKY,
a municipal corporation of the 5th class**

AND

COUNTY OF GRANT, KENTUCKY

AND

GRANT COUNTY JOINT/LOCAL INDUSTRIAL AUTHORITY

AND

**ARK ENCOUNTER, LLC,
a Missouri limited liability company**

Exhibit "A" - Map of Project Site
Exhibit "B" - Municipal Order dated _____, 2012
Exhibit "C" - County Resolution dated _____, 2012
Exhibit "D" - Authority Resolution dated _____, 2012
Exhibit "E" - Developer Resolution dated _____, 2012
Exhibit "F" - Concept Plan for the Ark Encounter Project
Exhibit "G" - Authority Parcels
Exhibit "H" - Plat of Right-of-Way for Eibeck Lane Extension

INDEX
TO
DEVELOPMENT AGREEMENT
September 1, 2012
CITY OF WILLIAMSTOWN, KENTUCKY
AND
COUNTY OF GRANT, KENTUCKY
AND
GRANT COUNTY JOINT/LOCAL INDUSTRIAL AUTHORITY
AND
ARK ENCOUNTER, LLC

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "AGREEMENT") made this 1st day of September, 2012 (the "Effective Date") by and among the CITY OF WILLIAMSTOWN, KENTUCKY, a Kentucky municipal corporation of the 5th class (the "City"), the COUNTY OF GRANT, KENTUCKY, a Kentucky county government (the "County"), the GRANT COUNTY JOINT/LOCA INDUSTRIAL AUTHORITY, a local public industrial development authority organized under the provisions of KRS Chapter 154.50 (the "Authority"), and the ARK ENCOUNTER, LLC, a Missouri limited liability company authorized to do business in Kentucky (the "Developer"), (the City, County, Authority and Developer are sometimes individually referred to as "Party" and are sometimes collectively referred to as "the Parties");

RECITALS

WHEREAS, the Developer is planning to develop a theme park with related commercial development (the "Project") on an approximate 800 acre site located within the City's limits (the "Project Site") immediately west of I-75 at the KY-36 Interchange, that will attract those persons interested in tourism, cultural and/or historical venues; and

WHEREAS, the first phase of the Project which will be developed over time, and which will be constructed on approximately 150 acres of the Project Site, will be a theme park that will feature a full scale replica of Noah's Ark as the major exhibit, (the "Ark Encounter Project") and involve capital costs in the range of \$173 million, create over 900 new permanent jobs, and annually generate millions of dollars in economic impact to the area; and other phases of the Project may include expansion of the theme park and other related commercial development adjacent to the Ark Encounter Project within the Project Site; and

Whereas, the Parties recognize that the construction of the Ark Encounter Project and later phases in the development of the Project Site, as contemplated by the terms of this Agreement, will not occur without a public-private partnership and financial assistance provided to the Project by the City, County and State; and

Whereas, in consideration of the obligations and duties assumed by Developer hereunder, the City, County, and Authority have agreed to provide certain assistance and incentives to the Developer as herein specified, for the development of the Project Site, the development of such areas being of substantial economic benefit to the City, County and State; and

Whereas, pursuant to Municipal Order dated _____, 2012, a copy of which is attached hereto as Exhibit "B" and made a part hereof, the City Council of the City has authorized the Mayor to execute and enter into this Agreement among the Parties; and

Whereas, pursuant to Resolution dated _____, 2012, a copy of which is attached hereto as Exhibit "C" and made a part hereof, the Fiscal Court of the County has authorized the County Judge/Executive to execute and enter into this Agreement among the Parties; and

Whereas, pursuant to Resolution dated _____, 2012, a copy of which is attached hereto as Exhibit "D" and made a part hereof, the governing body of the Authority has authorized its President to execute and enter into this Agreement among the Parties; and

Whereas, pursuant to a Resolution dated _____, 2012, a copy of which is attached hereto as Exhibit "E" and made a part hereof, the Developer has authorized the execution of this Agreement among the Parties; and

Whereas, the Parties desire to set forth their mutual agreements, understandings and obligations, in order to facilitate the design, financing, development and construction of the Project Site.

STATEMENT OF AGREEMENT.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, and in consideration of the premises and the mutual covenants and undertakings contained herein, it is agreed and covenanted by and between the Parties hereto as follows:

SECTION I.

Preambles

The Parties hereto agree that the above “preambles” or “preamble clauses” are true, correct and accurate, and are incorporated herein by reference as if fully restated herein and form a part of the agreement between the Parties hereto.

SECTION II.

Definitions

For the purposes of this Agreement, the following words and phrases shall have the meanings assigned in this Section II, unless the context clearly indicates that a contrary or different meaning is intended.

- A. “Act or the Act”. Shall mean KRS 65.7041 to KRS 65.7083 relating to tax increment financing of projects to promote economic development.
- B. “Agreement”. This Development Agreement, including all Exhibits attached hereto, and as the same hereafter may be amended or modified by mutual agreement of the Parties.
- C. “Authority”. The Grant County Joint/Local Industrial Authority.
- D. “Authority Parcels”. Shall mean the Authority owned property to be conveyed to the Developer, specifically described in and/or shown on Exhibit “G” to this Agreement.

- E. “Chapter 58 Corporation”. Shall mean a public financing corporation, as defined in KRS Chapter 58 of the Kentucky Revised Statutes and KRS Chapter 273, created by the City for the purposes of issuing the TIF Bonds and performing other functions as described in this Agreement.
- F. “City”. The City of Williamstown, Kentucky, a municipal corporation of the 5th class organized under the laws of the Commonwealth of Kentucky.
- G. “Concept Plan”. Shall mean the site plan attached hereto as Exhibit “F” for the Ark Encounter Project, which is the initial phase of the Project, as the same may be modified from time to time in accordance with Section III hereof.
- H. “County”. The County of Grant, Kentucky, a county government organized under the laws of the Commonwealth of Kentucky.
- I. “Developer”. The Ark Encounter, LLC, a Missouri limited liability company which is authorized to do business in the Commonwealth of Kentucky and its successors and permitted assigns other than a Sub-Developer.
- J. “Effective Date”. Has the meaning given in the introductory paragraph of this Agreement.
- K. “Local Development Area”. Shall have the same meaning as provided in the Act.
- L. “Incremental Revenues”. Shall have the same meaning as provided in the Act.
- M. “Private Financing”. Shall mean the financing needed from private sources to provide for the development and construction of the private project elements.
- N. “Project”. Shall mean the comprehensive development within the Project Site, more specifically described in SECTION III of this Agreement and may be amended from time to time.

O. “Project Site”. Shall mean that area of land in the City outlined and highlighted on the map attached hereto as Exhibit “A” and made a part hereof.

P. “Special Districts”. Shall mean the special taxing districts, except for schools districts and fire districts, in Grant County that agree to pledge a portion of their Incremental Revenues from the development of the Project Site to support the Project.

Q. “State”. Shall mean the Commonwealth of Kentucky, including any of its agencies and departments.

R. “Sub-Developer”. Shall mean any entity or individual to whom the Developer assigns rights, duties and obligations (including by lease or sale of property) under this Agreement for all or a portion of the Project, as described in SECTION IV.

S. “TIF Bonds or TIF Financing”. Shall mean any taxable and/or tax-exempt bonds issued pursuant to the Act, the payment which are supported by Incremental Revenues pledged by the City and County.

T. “Unavoidable Delays”. Shall mean delays due to labor disputes, lockouts, acts of God, enemy action, terrorist action, civil commotion, riot, governmental actions, rules or regulations, conditions that could not have been reasonably foreseen by the claiming Party, inability to obtain construction, labor, materials or energy, fire, or unavoidable casualty, provided such matters are beyond the reasonable control of the Party claiming such delay.

SECTION III.

Project and Project Site

A. The Project shall be the comprehensive development of the Project Site, which shall include the Ark Encounter Project, which has been approved as a tourism development

project by the State, as the initial phase of the Project on approximately 150 acres of the Project Site. A Concept Plan for the Ark Encounter Project is attached as Exhibit "F".

B. The Ark Encounter Project, which shall be developed over an estimated ten year period, shall involve new capital investment of approximately \$173 Million and shall generally include the following elements and attractions:

1. A full-size replica of Noah's Ark;
2. Re-creation of a first century village;
3. Tower of Babel – themed tower with special effects theater;
4. Outdoor theaters, presentation areas, 3000 seat amphitheater;
5. Live theatre, lecture hall space, a special events area;
6. Petting zoo and aviary with live shows;
7. A children's area;
8. People movers/teaching rides;
9. Restaurants and retail outlets;
10. 3,200 parking spaces; and
11. Other related development.

C. As a condition of the incentives and other work granted by the City, County, and Authority by the terms of this Agreement, the Developer commits to construct and operate the Ark Encounter Project. Phase 1 of the Ark Encounter Project to be constructed and opened for business shall be the full-scale replica of Noah's Ark, together with necessary support infrastructure, site amenities and parking, with an estimated total development cost of \$70,000,000, and with an anticipated opening date May, 2014.

D. The Developer will use its best efforts to develop the remaining areas of the Project Site, but the Parties understand that the development and construction of the other elements of the Project shall take place over time depending upon market conditions and available financing. It is understood the construction of the other areas of the Project Site may be undertaken concurrently with the construction of the Ark Encounter Project.

SECTION IV.

Developer

A. The Developer shall be responsible for coordinating, managing and constructing the Project in accordance with the terms of this Agreement; provided, however, that it is understood that elements of the Project may be undertaken and constructed by Sub-Developers selected by the Developer.

B. Except for the incentives that may be granted by the State and local governments, including those committed in this Agreement, the financing for the Project shall be the sole responsibility of the Developer (or Sub-Developers that may be selected by the Developer to undertake the Project); and the City, County, or Authority shall have no obligation or responsibility for paying for any costs for the Project, except as specifically provided in this Agreement.

SECTION V.

Obligations of Developer

A. The Developer shall be responsible for managing, coordinating, designing, obtaining necessary financing, and constructing the Project within the Project site, in accordance with the schedule as set forth in this SECTION III of this Agreement. As part of these duties and responsibilities, the Developer shall:

1. Use its reasonable best efforts to finance, manage, and construct the Project in accordance with the Project schedule, building guidelines, etc., and shall devote qualified personnel to perform its duties and responsibilities pursuant to this Agreement.

2. Meet as requested with representatives of the City, County and/or Authority to provide updates as to the status of the Project and to coordinate the various phases of the Project with the City, County and/or Authority.

3. Have the overall responsibility for the general maintenance and control of the construction site and matters relating to the construction of the Project, subject however to the rights of the Developer to assign all or portions of such obligations to Sub-Developers or others designated by Developer to undertake development of parts of the Project Site.

B. It is understood by the Parties that nothing contained in this Agreement shall relieve the Developer or any Sub-Developer from complying with any local, state or federal rules or regulations applicable to the construction of projects, including any required site plan approvals by the Grant County Planning Commission and/or the City.

SECTION VI.

Obligations of the City

A. Creation of TIF District. Not later than October 15, 2012, the City shall designate an area, which includes the "Project Site" as the Ark Encounter Local Development Area (the "Local Development Area") tax increment financing district, as provided in the Act and will:

1. Provide for the establishment of a special fund for the collection of Incremental Revenues from City real ad valorem taxes and job assessment fees applicable within the Local Development Area derived from the Project Site;

2. Enter into a Local Development Area Agreement with the County and Special Districts to pledge incremental real *ad valorem* and/job assessment fees to support the payment of the TIF Bonds, reimburse the Developer for Project Costs, and for other purposes, as defined in this Agreement and the Local Development Area Agreement, with the understanding that any pledge of Incremental Revenues to support the Project shall be limited to the Incremental Revenues generated from properties within the Local Development Area owned by the Developer or Sub-Developer or any wholly owed subsidiary of the Developer or Sub-Developer.

3. Establish a 2% job assessment fee, pursuant to KRS 65.7056, upon the gross wages of employees within the Local Development Area and pledge one hundred percent (100%) of the job assessment fee for a thirty (30) year period to support the payment of the TIF Bonds issued to pay for Project costs or redevelopment assistance as defined in the Act, reimburse the Developer for Project costs, and as provided in this Agreement and the Local Area Development Agreement; and

4. Pledge seventy-five percent (75%) of its Incremental Revenue from City real *ad valorem* taxes, taxes generated from the Project Site, for a thirty (30) year period to support the payment of the TIF Bonds issued to pay for Project costs or redevelopment assistance as defined in the Act, reimburse the Developer for Project costs, and as provided in this Agreement and the Local Area Development Agreement; and

5. At the request of the Developer, the City shall Act as the issuer for TIF Bonds or, shall, at the request of the Developer, create a Chapter 58 public financing corporation to act as the issuer for TIF Bonds; provided, however, that any TIF Bonds issued by the City or the Chapter 58 Corporation shall not be considered a pledge of the full faith and credit of the

City. Furthermore, in addition to using Incremental Revenues to support any TIF Bonds that may be issued for the Project, the City shall also use Incremental Revenues that it receives to reimburse the Developer (the Developer at its option may pay the costs from its funds to be reimbursed later from Incremental Revenues) for capital and other costs that it expends, including financing costs, on costs of the Project eligible to be paid with Incremental Revenues as provided in the Local Development Area and the Act.

B. Water and Sanitary Sewers. The City shall supply public water and sanitary sewer service to the property line of the Project Site. The Developer shall pay the cost to connect to the public water and sanitary sewer service, with the understanding that the City and Developer shall develop a schedule for the development of the Project Site so that adequate public water and sanitary sewer may be supplied as needed. Based upon the Developer's estimates, the required peak public sanitary sewer capacity and public water capacity needed for the Ark Encounter Project is 312,000 gallons per day; provided, however, the average sanitary sewer capacity and public water capacity needed to support the first element of the Ark Encounter Project is 190,000 gallons per day sanitary sewer capacity and 106,000 gallons per day public water capacity, with peak fire flow of 3,000 gallons per minute. The Developer agrees that in the event the City's waterlines in the general vicinity of the connection to the Project Site are not of sufficient size to meet the aforementioned requirements, the City shall be reimbursed for any and all costs associated with upgrading said waterlines to meet the Developer's requirements from the Incremental Revenues pledged to the Project. The Developer shall pay an impact fee, consistent with what is required for other commercial projects, and a user fee for public water and sanitary sewer service. Said user fee shall be based upon the actual public water used at the Ark Encounter Project and based upon a rate schedule to be negotiated

between the City and the Developer; provided, however, the user fees set for the Ark Encounter Project for public water and sanitary sewer shall not be greater than the user fees established by the City in the general rate ordinances adopted by the City. The Developer shall also grant at no cost to the City an easement for the construction of a sanitary sewer line across its property, at a location agreeable to the City and Developer, to enable the City to eliminate the Skyway lift station.

C. Public Safety Services. The City in conjunction with the County shall provide necessary public safety and fire/emt services necessary for the Project, consistent with the level of services provided to other businesses within the City, with the understanding that the Developer will incorporate provisions for emergency medical services on-site as part of the Ark Encounter Project.

SECTION VII.

Obligations of the County

A. TIF District. The County shall enter into a Local Area Development Agreement among the City and Special Districts, and pledge seventy-five percent (75%) of County Incremental Revenues from ad valorem real property taxes from the Project Site for a 30 year period, to be used to pay for Project costs, provide redevelopment assistance as defined in the Act, reimburse the Developer for Project costs, and as provided by this Agreement and the Local Area Development Agreement, with the understanding that any pledge of Incremental Revenues to support the Project shall be limited to the Incremental Revenues generated from properties within the Local Development Area owned by the Developer or Sub-Developer or any wholly owned subsidiary of the Developer or Sub-Developer.

B. Eibeck Lane.

1. The County shall take steps and obtain necessary approvals to dedicate Eibeck Lane (formerly known as Wainscott Road) as a public right-of-way to provide access to the Project Site, generally along the right-of-way of the plat attached as Exhibit H. The County shall improve and pave with asphalt or concrete Eibeck Lane north from the Wainscott Road and Eibeck Lane intersection until its intersection with the Project Site. in accordance with normal County standards for a County Road to enable Eibeck Lane to be utilized as a suitable access for construction equipment and deliveries during construction of the Project and for a service access for employees and deliveries after the Project is open; provided, however, it is understood that the County will initially only provide minimum improvements and maintenance sufficient to enable construction traffic and equipment to access the Project Site via Eibeck Lane.

2. The Developer shall be responsible for improving and maintaining Eibeck Lane from the end of County maintenance at its intersection with the Project Site, through the Project.

C. Public Safety Services. The County in conjunction with the City shall provide necessary public safety and fire/emt services necessary for the Project, consistent with the level of services provided to other businesses within the City, with the understanding that the Developer, at its sole cost and expense, will incorporate provisions for emergency medical services on-site as part of the Ark Encounter Project.

SECTION VIII.

Obligations of Authority

A. Vulcan Property: As of the date of this Agreement the Developer has acquired title to certain property, referred to herein as the Vulcan Property, with the deed to the property

being dated the 22nd day of July, 2011, and recorded in Deed Book 352, page 201 and Deed Book 352, page 207 of the records of the Grant County Clerk at Williamstown, Kentucky. However, the purchase price for the Vulcan Property exceeded the amount that the Developer believed to be a reasonable price for the property. Pursuant to the terms of a Memorandum of Agreement among the Parties dated July 18, 2011, to encourage the Developer to undertake the Project at the Project Site, the Authority had agreed to reimburse the Developer \$175,000 of purchase price of the Vulcan Property, and an additional amount of, \$19,000, which represents two percent (2%) of the purchase price toward the real estate sales commission to the Developer's real estate agent, Miller Valentine, for a total reimbursement due the Developer of \$194,000. In the event this reimbursement has not been made by the date of this Agreement, it shall be due and payable no later than thirty days for the date of this Agreement. Provided, however, if the Developer does not begin construction of the Ark Encounter Project within two years from the date of this Agreement, the Developer shall repay \$194,000, without interest, to the Authority.

B. As a further inducement to the Developer locating the Project at the Project Site, the Authority shall convey to the Developer for \$1, within thirty days from the date of this Agreement, a 98.0938 acre parcel more specifically described in Deed Book 310, page 796 of the Grant County Clerk's records, and a 1 acre parcel being the remaining part of Deed Book 234, page 208 of the Grant County Clerk's records described in Exhibit "G" hereof (the "Authority Parcels"); provided, however, if the Developer does not begin construction of the Project within two years from the date of this Agreement, the Authority Parcels shall be revert to back to the Authority.

SECTION IX.

Default/Cure

If a Party (the "Failing Party") fails to perform its obligations, covenants or agreements contained in this Agreement, the other Party (the "Objecting Party") shall be entitled to deliver notice of such failure. Subject to other provisions of this Agreement, if the Failing Party does not commence to cure such failure within fourteen (14) days after receipt of such notice or thereafter does not diligently prosecute such cure with commercially reasonable efforts, then the Failing Party will be in default under this Agreement. However, if the Failing Party disputes such alleged failure in good faith, then the 14-day cure period shall not begin until the fact of such failure is adjudicated. (If, after the initial 14-day notice period, the Objecting Party believes that cure has not been commenced or is not being prosecuted as set forth above, such Objecting Party may then take steps necessary to obtain adjudication of whether there has been an actual failure to perform and/or whether the cure is being prosecuted as required, but under no circumstances whatsoever shall this Agreement be terminated due to a default until both (a) existence of the failure to perform and/or failure to prosecute the cure as required are adjudicated and no longer subject to appeal, and (b) the Failing Party, after being judged to be in default, has failed to commence a cure of such default within a 14-day period after such final adjudication or thereafter fails to prosecute such cure to completion.) With the sole exception of an action to recover Incremental Revenues and job assessment fees collected by the City, as provided for in Section VI herein, no action shall be commenced by the Developer or any successor against the City for monetary damages.

SECTION X.

Expenses

Neither Party shall be required to reimburse the other in connection with expenses incurred pursuant to this Agreement, except as is specifically set forth herein or as the Parties may specifically agree from time to time in a writing which is signed by both Parties and which makes specific reference to such agreement having been made notwithstanding this Section.

SECTION XI.

Severability

If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held in any proceeding to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it was held to be invalid or unenforceable, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law, but only if and to the extent such enforcement would not materially and adversely frustrate the parties essential objectives as expressed herein.

SECTION XII.

Force Majeure

None of the Parties shall be deemed to be in default in the performance of any obligation of such Party under this Agreement, other than an obligation requiring the payment of a sum of money, if and so long as the non performance of such obligation shall be caused by Unavoidable Delays; provided, that within fifteen (15) days after the commencement of such Unavoidable Delay, the non performing Party shall notify the other Parties in writing of the existence and nature of any such Unavoidable Delay and the steps, if any, which the non-performing Party has

taken or is planning to take to eliminate such Unavoidable Delay (provided, however, that a failure to give such notice timely shall not be a default hereunder or impair the non-performing Party's rights to claim an Unavoidable Delay, unless the failure to give such notice timely actually prejudices the other Parties). Thereafter, the non-performing Party shall, from time to time, on written request of the other Parties, keep the other Parties fully informed, in writing, of further developments concerning such Unavoidable Delay and the effort being made by the non-performing Party to perform the subject obligations. All provisions of any construction schedule shall be adjusted in accordance with such Unavoidable Delay.

SECTION XIII.

Notices

Any notice to be given under this Agreement shall be in writing, shall be addressed to the Party to be notified at the address set forth below or at such other address as each Party may designate for itself from time to time by notice hereunder, and shall be deemed to have been given upon the earliest of (i) three (3) days following deposit in the U.S. Mail with proper postage prepaid, Certified or Registered, Return Receipt Requested, (ii) the next business day after delivery to a regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement, satisfactory with such carrier, made for the payment of such fees, or (iii) receipt of notice given by facsimile or personal delivery:

If to the City: Richard Skinner
Mayor
Williamstown, City Building
400 North Main Street
Williamstown, KY 41097

With a Copy to: Jeffery C. Shipp
300 Buttermilk Pike, Suite 100
Ft. Mitchell, KY 41017

If to the County: Darrell Link
County Judge/Executive
Courthouse
101 North Main Street
Williamstown, KY 41097

With a Copy to: Joe Taylor
Grant County Attorney
101 North Main Street
Williamstown, KY 41097

If to the Authority: Wade Gutman
149 North Main Street
Williamstown, KY 41097

If to Developer: Michael D. Zovath
2800 Bullittsburg Church Rd.
Petersburg, KY 41080

With a Copy to: John Pence
2800 Bullittsburg Church Rd.
Petersburg, KY 41080

With a Copy to: James E. Parsons
Taft Stettinius & Hollister LLP
1717 Dixie Highway, Suite 910
Covington, KY 41011

SECTION XIV.

Approvals

Whenever a Party to this Agreement is required to consent to, or approve, an action by the other Party, or to approve any such action to be taken by another Party, unless the context clearly specifies a contrary intention, or a specific time limitation, such approval or consent shall be given within thirty (30) business days and shall not be unreasonably withheld, conditioned or delayed by the Party from whom such approval or consent is required.

SECTION XV.

Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

SECTION XVI.

Headings and Index

The headings in this Agreement and the Index are included for purposes of convenience only and shall not be considered a part of this Agreement in construing or interpreting any provision hereof.

SECTION XVII.

Exhibits

All exhibits to this Agreement shall be deemed to be incorporated herein by reference and made a part hereof, as if set out in full herein.

SECTION XVIII.

No Waiver

No waiver of any condition or covenant of this Agreement to be satisfied or performed by the City or Developer shall be deemed to imply or constitute a further waiver of the same, or any like condition or covenant, and nothing contained in this Agreement nor any act of either Party, except a written waiver signed by such Party, shall be construed to be a waiver of any condition or covenant to be performed by the other Party.

SECTION XIX.

Construction

No provisions of this Agreement shall be construed against a Party by reason of such Party having drafted such provisions.

SECTION XX.

Multiple Counterparts

This Agreement may be executed in multiple counterparts, each of which shall constitute an original document.

SECTION XXI.

Relationship of the Parties

Except as expressly stated and provided for herein, neither anything contained in this Agreement nor any acts of the Parties hereto shall be deemed or construed by the Parties hereto, or either of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of association between any of the Parties to this Agreement.

SECTION XXII.

No Third Party Beneficiary

Except as otherwise specified herein, the provisions of this Agreement are for the exclusive benefit of the City and the Developer, any Lender providing financing to Developer and their successors and permitted assigns, and not for the benefit of any other person or entity, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any other person or entity.

SECTION XXIII.

Diligent Performance

With respect to any duty or obligation imposed on a Party to this Agreement, unless a time limit is specified for the performance of such duty or obligation, it shall be the duty or obligation of such Party to commence and perform the same in a diligent and workmanlike manner and to complete the performance of such duty or obligation as soon as reasonably practicable after commencement of the performance thereof. Notwithstanding the above, time is of the essence with respect to any time limit specified herein.

SECTION XXIV.

Assignment

The Developer shall have the right to assign its rights and obligations provided in this Agreement to any other wholly owned subsidiary or to assign to a Sub-Developer or Sub-Developers the rights and benefits provided in this Agreement, and the obligations to develop certain elements of the Project within the Project Site.

SECTION XXV.

Applicable Law and Venue

This Agreement will be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

SECTION XXVI.

Entirety of Agreement

As used herein, the term "Agreement" shall mean this Development Agreement and the Exhibits attached hereto. This Agreement embodies the entire agreement and understanding of the Parties hereto with respect to the subject matter herein contained, and supersedes all prior agreements, correspondence, arrangements, and understandings relating to the subject matter hereof. No representation, promise, inducement, or statement of intention has been made by any Party which has not been embodied in this Agreement, and no Party shall be bound by or be liable for any alleged representation, promise, inducement, or statement of intention not so set forth. This Agreement may be amended, modified, superseded, or cancelled only by a written instrument signed by all of the Parties hereto, and any of the terms, provisions, and conditions hereof may be waived only by a written instrument signed by the waiving Party. Failure of any Party at any time or times to require performance of any provision hereof shall not be considered to be a waiver of any succeeding breach of any such provision by any Party.

SECTION XXVII

Termination

In addition to any other rights of termination contained herein, in the event the Developer has not commenced construction of Phase I of the Ark Encounter Project within five (5) years from the Effective Date (the "Termination Date"), then this Agreement and the obligations of the parties hereto shall terminate. Provided, however, the Developer may request to extend the Termination Date by a period not to exceed an additional two (2) years (the "Extension Period"), by providing 180 days prior written notice of such request to the City, County and Authority. As long as the Developer provides proper notice and adequate assurances (the adequacy of the assurances are to be determined in the reasonable discretion of the City, County and Authority) that construction of Phase I of the Ark Encounter Project will commence within the Extension Period, the approval of the request shall not be unreasonably withheld.

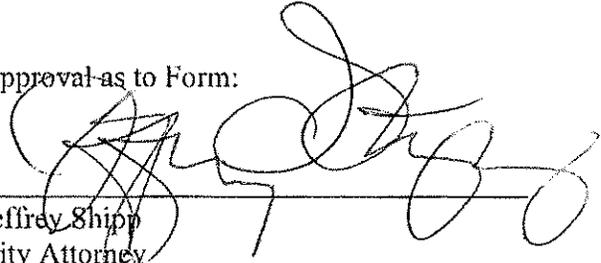
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IN WITNESS WHEREOF, the Parties, after being duly authorized as evidenced by the attached Resolutions, have hereunto set their hands on the date and year first above set forth herein, to be effective as of the Effective Date.

CITY OF WILLIAMSTOWN, KY
a municipal corporation of the fifth class

By: 
Richard Skinner
Mayor

Approval-as to Form:


Jeffrey Shipp
City Attorney

COUNTY OF GRANT, KENTUCKY

By: _____
Darrell Link
County Judge/Executive

Approved as to Form:

Joe Taylor
Grant County Attorney

GRANT COUNTY JOINT/LOCAL INDUSTRIAL AUTHORITY

By: _____

ARK ENCOUNTER, LLC

By: Crosswater Canyon, Inc.
It's Managing Member

By: _____
Michael Zovath

ARRK

ENCOUNTER
LARGER THAN LIFE



EXHIBIT A - Map of Project Site

EXHIBIT B - Municipal Order

RESOLUTION

A RESOLUTION OF THE CITY OF WILLIAMSTOWN, KENTUCKY,
AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT
AGREEMENT RELATING TO THE ARK ENCOUNTER PROJECT AND
RELATED DEVELOPMENT

WHEREAS, the Ark Encounter, LLC has proposed the construction of the Ark Encounter Project and related development (the "Project") adjacent to KY-36 west of I-75; and

WHEREAS, the City of Williamstown, Kentucky (the "City") is supportive of the Project and has agreed to provide certain assistance to the Project.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLIAMSTOWN, KENTUCKY:

SECTION I

That the Mayor is hereby authorized to execute a Development Agreement dated the ___ day of _____, 2012, related to the Project, among the City, the County of Grant, Kentucky, the Grant County/Joint Local Industrial Authority and the Ark Encounter, LLC, a copy of which is attached hereto as Exhibit A.

SECTION II

Adopted by the City Council of the City of Williamstown, Kentucky, this ___ day of _____, 2012.

MAYOR

ATTEST:

CITY CLERK

RESOLUTION

**A RESOLUTION OF THE COUNTY OF GRANT, KENTUCKY,
AUTHORIZING THE COUNTY JUDGE/EXECUTIVE TO EXECUTE A
DEVELOPMENT AGREEMENT RELATING TO THE ARK ENCOUNTER
PROJECT AND RELATED DEVELOPMENT**

WHEREAS, the Ark Encounter, LLC has proposed the construction of the Ark Encounter Project and related development (the "Project") adjacent to KY-36 west of I-75; and

WHEREAS, the County of Grant, Kentucky (the "County") is supportive of the Project and has agreed to provide certain assistance to the Project.

BE IT RESOLVED BY THE FISCAL COURT OF GRANT COUNTY, KENTUCKY:

SECTION I

That the County Judge/Executive is hereby authorized to execute a Development Agreement dated the 01st day of September, 2012, related to the Project, among the County, the City of Williamstown, Kentucky, the Grant County/Joint Local Industrial Authority and the Ark Encounter, LLC, a copy of which is attached hereto as Exhibit A.

SECTION II

Adopted by the Fiscal Court of Grant County, Kentucky, this 17th day of September, 2012.

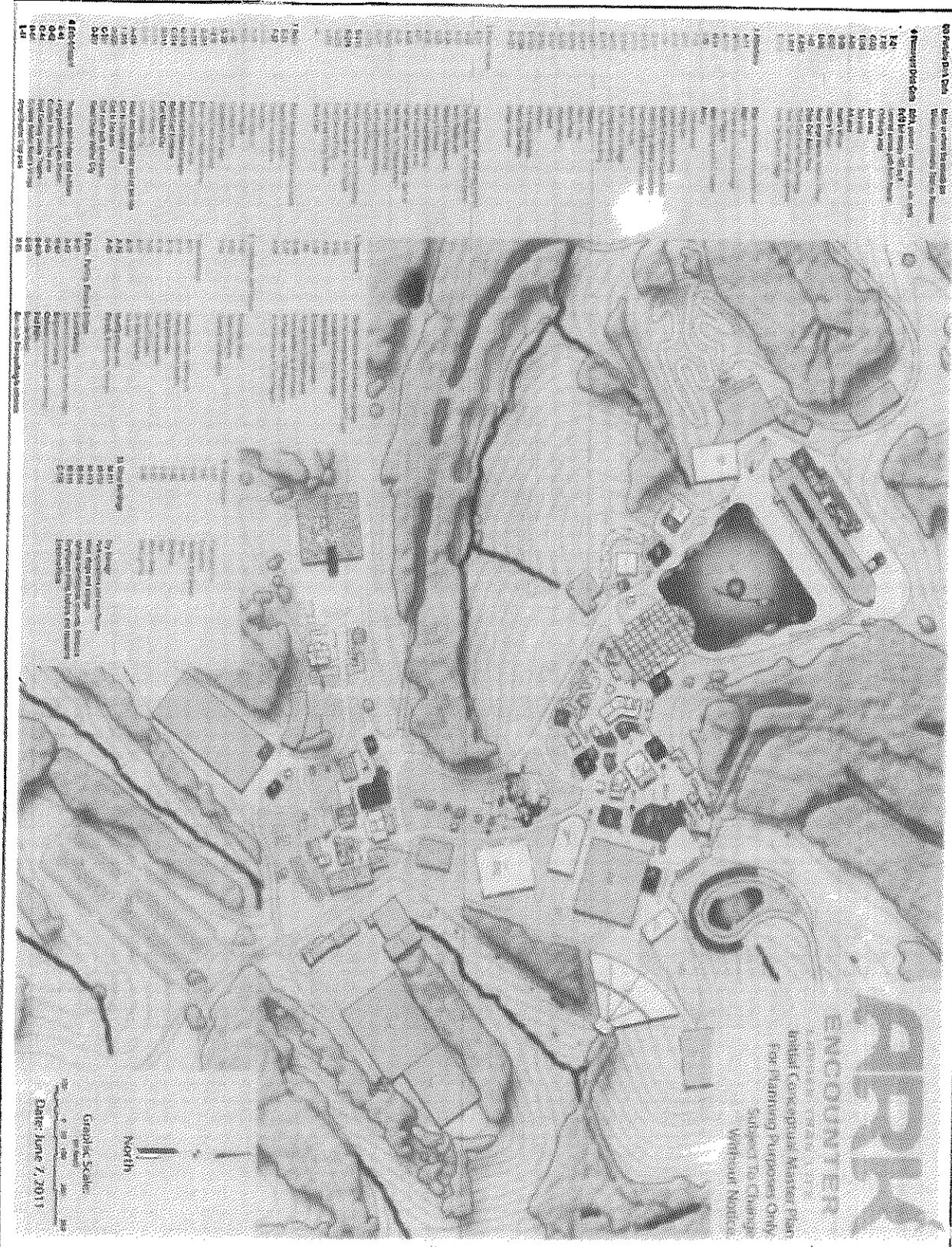

COUNTY JUDGE/EXECUTIVE

ATTEST:



FISCAL COURT CLERK

EXHIBIT F - Map of Project Site



Legend

1. Proposed

2. Existing

3. Easements

4. Interceptor Ditch

5. Utility

6. Easement

7. Easement

8. Easement

9. Easement

10. Easement

11. Easement

12. Easement

13. Easement

14. Easement

15. Easement

16. Easement

17. Easement

18. Easement

19. Easement

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34. Easement

35. Easement

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42. Easement

43. Easement

44. Easement

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46. Easement

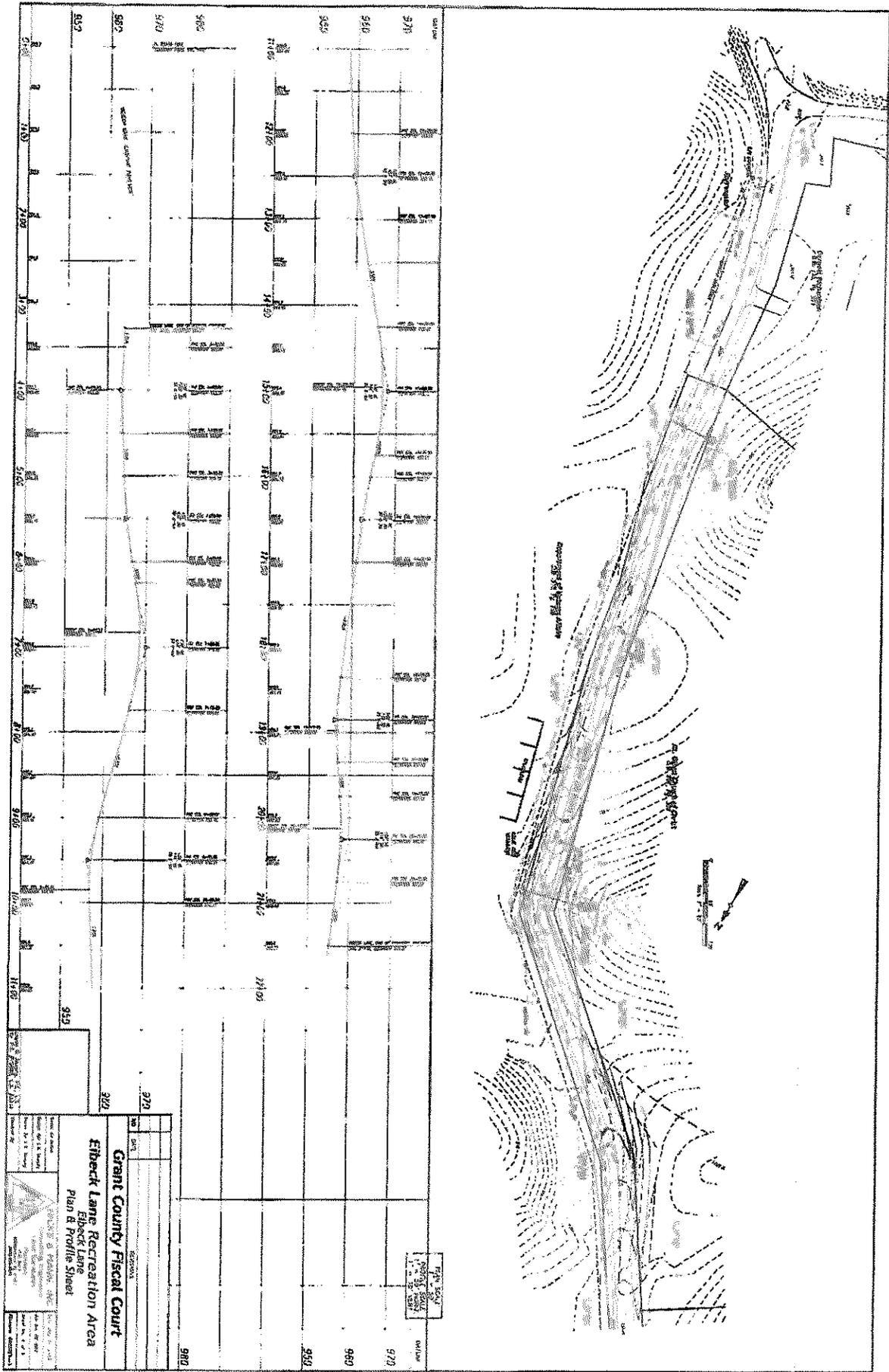
47. Easement

48. Easement

49. Easement

50. Easement

EXHIBIT H - Plat of Right-of-Way for Elbeck Lane Extension



Grant County Fiscal Court
Elbeck Lane Recreation Area
 Elbeck Lane
 Plan & Profile Sheet

NO.	DATE	REVISIONS

PREPARED BY: [Name]
 CHECKED BY: [Name]
 DATE: [Date]

EXHIBIT D - Authority Resolution

RESOLUTION

A RESOLUTION OF THE GRANT COUNTY JOINT/LOCAL INDUSTRIAL AUTHORITY, AUTHORIZING ITS CHAIRMAN TO EXECUTE A DEVELOPMENT AGREEMENT RELATING TO THE ARK ENCOUNTER PROJECT AND RELATED DEVELOPMENT

WHEREAS, the Ark Encounter, LLC has proposed the construction of the Ark Encounter Project and related development (the "Project") adjacent to KY-36 west of I-75; and

WHEREAS, the Grant County Joint/Local Industrial Authority (the "Authority") is supportive of the Project and has agreed to provide certain assistance to the Project.

BE IT RESOLVED BY THE BOARD OF THE GRANT COUNTY JOINT/LOCAL INDUSTRIAL AUTHORITY:

SECTION I

That the Chairman is hereby authorized to execute a Development Agreement dated the ___ day of _____, 2012, related to the Project, among the Authority, the County of Grant, Kentucky, the City of Williamstown, Kentucky, and the Ark Encounter, LLC, a copy of which is attached hereto as Exhibit A.

SECTION II

Adopted by the Board of the Grant County Joint/Local Industrial Authority, this ___ day of _____, 2012.

CHAIRMAN

ATTEST:

SECRETARY

RESOLUTION

**A RESOLUTION OF THE ARK ENCOUNTER, LLC, AUTHORIZING ITS
MANAGING MEMBER TO EXECUTE A DEVELOPMENT AGREEMENT
RELATING TO THE ARK ENCOUNTER PROJECT AND RELATED
DEVELOPMENT**

WHEREAS, the Ark Encounter, LLC has proposed the construction of the Ark Encounter Project and related development (the "Project") adjacent to KY-36 west of I-75; and

WHEREAS, the City of Williamstown, Kentucky (the "City"), the County of Grant, Kentucky (the "County") and the Grant County Joint/Local Industrial Authority (the "Authority") are supportive of the Project and have each agreed to provide certain assistance to the Project.

BE IT RESOLVED BY THE ARK ENCOUNTER, LLC:

SECTION I

That its Managing Member is hereby authorized to execute a Development Agreement dated the ___ day of _____, 2012, related to the Project, among the Authority, the County, the City, and the Ark Encounter, LLC, a copy of which is attached hereto as Exhibit A.

SECTION II

Adopted by the Ark Encounter, LLC acting by and through its Managing Member this ___ day of _____, 2012.

ARK ENCOUNTER, LLC

By: Crosswater Canyon, Inc.

MANAGING MEMBER

IN WITNESS WHEREOF, the Parties, after being duly authorized as evidenced by the attached Resolutions, have hereunto set their hands on the date and year first above set forth herein, to be effective as of the Effective Date.

CITY OF WILLIAMSTOWN, KY
a municipal corporation of the fifth class

Approval as to Form:

By: _____
Richard Skinner
Mayor

Jeffrey Shipp
City Attorney

COUNTY OF GRANT, KENTUCKY

Approved as to Form:

By: _____
Darrell Link
County Judge/Executive

Joe Taylor
Grant County Attorney

GRANT COUNTY JOINT/LOCAL INDUSTRIAL AUTHORITY

By: _____

ARK ENCOUNTER, LLC

By: Crosswater Canyon, Inc.
It's Managing Member

By: _____
Michael Zovath

Judge/Executive Darrell L. Link then presented for a Second Reading Ordinance No. 06-2012-659 relating to an Amendment to the Grant County Zoning Map for applicant Wanda Sherman, along with the Notice to run in the local paper showing adoption, if approved.

Motion of Bobby Young, seconded by Brian Linder, to approve the Second Reading of Ordinance No. 06-2012-659 relating to an Amendment to the Grant County Zoning Map for applicant Wanda Sherman and to post the Notice in the local paper showing adoption.

The following votes were taken: Richard Austin, Magistrate 1st District, votes yes; Brian Linder, Magistrate 2nd District, votes yes, Bobby Young, Magistrate 3rd District, votes yes; and Hon. Darrell Link, County Judge/Executive, votes yes.

NOTICE

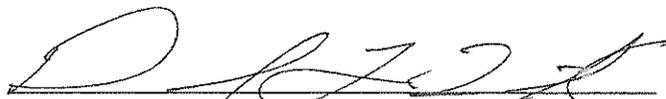
The Grant County Fiscal Court did adopt Ordinance No. 06-2012-659 relating to an Amendment to the Grant County Planning and Zoning Map on September 17, 2012.

This Ordinance changes the present zoning classification of Agricultural One (A-1) to a Zoning Classification of Residential-One-A (R1-A) on a (one) 1.00 Acre site located at 1595 Gardnersville Road, Grant County, Kentucky, lying and being in Grant County, Kentucky, on the South side of Kentucky Route #491, approximately 1.45 miles East of U.S. Route # 25, and more particularly described in Deed Book 161, Page No. 612: as supplied by the applicant, as recorded in the Grant County Clerk's Office. A copy of the adopted Ordinance may be seen in the Office of the County Judge/Executive during normal business hours.

Dated this the 17th day of September, 2012.

ATTEST:


FISCAL COURT CLERK


GRANT COUNTY JUDGE/EXECUTIVE

ORDINANCE NO. 06-2012-659
AN ORDINANCE RELATING TO AN AMENDMENT TO
THE GRANT COUNTY ZONING MAP

WHEREAS application has been made to the Grant County Planning and Zoning Commission for an amendment to the official Grant County Zoning Map; and

WHEREAS all fees relating to the application have been properly paid to the Grant County Planning and Zoning Commission as same relate to this application; and

WHEREAS all posting and advertising requirements necessary to the application filed herein have been properly made or performed; and

WHEREAS public hearing has been held with all interested parties being afforded opportunity to appear in person or by counsel and voice their position as relates to this application; and

WHEREAS the Grant County Planning Commission, a quorum then being present, vote to recommend the approval of said application; NOW, THEREFORE,

BE IT ORDAINED by the Fiscal Court of the County of Grant, Commonwealth of Kentucky, that the Grant County Zoning Map be amended to reflect that the zoning of the following parcel of land, to wit:

A 1 acre site generally located at 1595 Gardnersville Road, Grant County, Kentucky, and more particularly described in Deed Book 161, Page No.612 ; (as supplied by the applicant) as recorded in the Grant County Clerk's office.

Be changed from its' present zoning classification of Agricultural One (A-1) to a zoning classification of Residential-One-A (R-1-A).

Introduced, recorded and ordered published by the Grant County Fiscal Court on the 4th day of September, 2012.

Adopted by the Grant County Fiscal Court at its' meeting on the 17th day of September, 2012. and, on said occasion signed in open session by the County Judge Executive as evidence of his approval and affirmative vote of the Grant County Fiscal Court, attested under seal by the Grant County Fiscal Court Clerk and declared to be in full force and effect by its' passage and recordation of same.

ATTEST: Patricia Conrad
Patricia Conrad
Fiscal Court Clerk

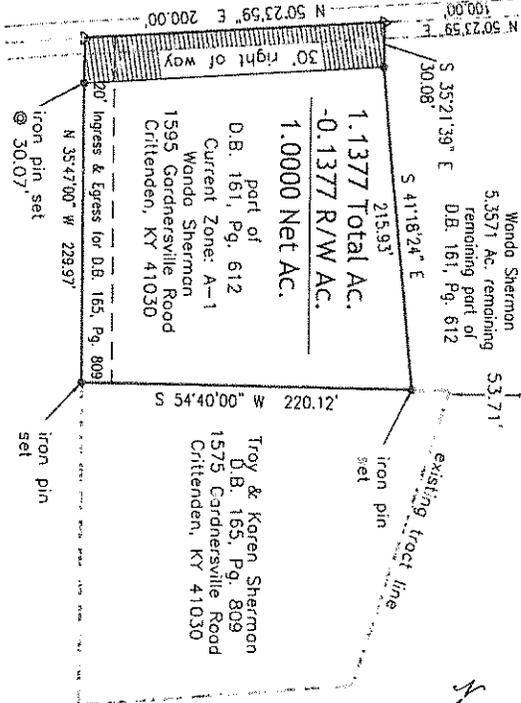
Darrell L. Link
Darrell L. Link
Grant County Judge/Executive

Dennis & Patricia Poor
1690 Gardnersville Road
Crittenden, KY 41030

Kentucky Route #491 (Gardnersville Rd.)

Steven & Larry Reynolds, D.B. 320, Pg. 321
100 Fernhill Drive, Georgetown, KY 40324

This plot shall be void of not filed with the Grant County Court Clerk for recording purposes within two (2) years of Planning Commission approval.



part of
D.B. 161, Pg. 612
Current Zone: A-1
Wanda Sherman
1595 Gardnersville Road
Crittenden, KY 41030

Troy & Karen Sherman
D.B. 165, Pg. 809
1575 Gardnersville Road
Crittenden, KY 41030

Wanda Sherman
5,3571 Ac. remaining
D.B. 161, Pg. 612
to be attached to
D.B. 165, Pg. 809

Clifford & Patricia Kreke
D.B. 193, Pg. 158
P.O. Box 125
Crittenden, KY 41030

Leslie & Sara Snyder
D.B. 181, Pg. 701
1505 Gardnersville Road
Crittenden, KY 41030

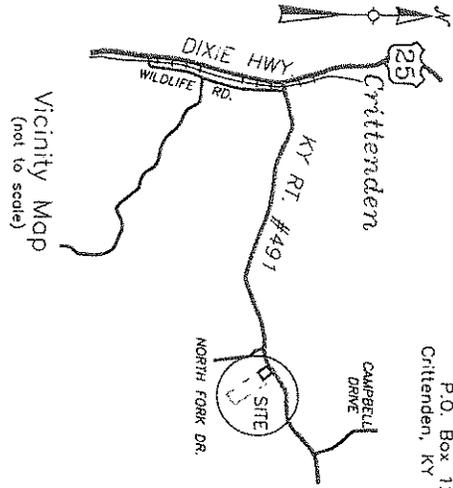
Phillip & Thelma Brown
D.B. 260, Pg. 151
260 Northfork Drive
Crittenden, KY 41030

Romona Mullins
D.B. 534, Pg. 840
260 Northfork Drive
Crittenden, KY 41030

Signature of Grantor _____ Date _____
NOTARY State of _____
County of _____
The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of _____ 20____

CHAIRMAN'S SIGNATURE _____
DEDICATION CERTIFICATE
I/We hereby do dedicate the right-of-way of 30' of Kentucky Route #491 as shown hereon to public use, forever.
GRANT COUNTY PLANNING COMMISSION APPROVAL CERTIFICATE:
Approved by the Grant County Planning Commission, this _____ day of _____ 20____ for recording the transfer of property only.

Steven & Larry Reynolds, D.B. 320, Pg. 321
100 Fernhill Drive, Georgetown, KY 40324



Vicinity Map
(not to scale)

I certify that I have examined the records of the Grant County Court Clerk and find that this is the SECOND conveyance under the current ownership of the parent tract.
DATE: _____
LAND SURVEYOR'S SIGNATURE: _____

I hereby certify that the survey depicted by this plot was done by persons under my direct supervision, by random traverse, with side shots. The unadjusted error closure was 1: 38,556. The survey shown here on is on Rural Survey, and the distances and directions are based on the unadjusted traverse. This plot complies with all requirements of Grant County Zoning Regulations; the Grant County Subdivision Regulations and Commonwealth of Kentucky Standards of Practice 201 KAR 18:50. Areas to be dedicated including public ways or streets are currently owned by the property owner.
DATE: _____
LAND SURVEYOR'S SIGNATURE: _____

STATE OF KENTUCKY
CHARLES CLEVELAND
3479
LICENSED
PROFESSIONAL
SURVEYOR

SURVEY FOR ZONE CHANGE: A-1 TO R1A

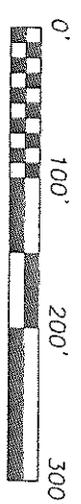
OWNER: WANDA SHERMAN
1595 GARDNERSVILLE ROAD
CRITTENDEN, KY 41030

SOUTH SIDE OF KY RT. #491
APPROX. 1.45 MILES EAST OF U.S. RT. #25
GRANT COUNTY, KENTUCKY

Scale: 1" = 100'

Date: 02/10/12
Dwn Br: cfc
Job No.: 12-002
Surveyed: _____

HICKS & MANN, INC.
Consulting Engineers
Land Surveyors
Planners
P.O. Box 9
Williamstown, KY 41097



Judge/Executive Darrell L. Link then presented for a Second Reading Ordinance No. 07-2012-660 relating to an amendment to the Grant County Zoning Map for applicant Barry Toole, along with the Notice to run in the local paper, showing adoption, if approved. Motion of Brian Linder, seconded by Richard Austin, to approve the Second Reading of Ordinance No. 07-2012-660 relating to an amendment to the Grant County Zoning Map for applicant Barry Toole, along with the Notice to run in the local paper showing adoption.

The following votes were taken: Richard Austin, Magistrate 1st District, votes yes; Brian Linder, Magistrate 2nd District, votes yes, Bobby Young, Magistrate 3rd District, votes yes; and Hon. Darrell Link, County Judge/Executive, votes yes.

NOTICE

The Grant County Fiscal Court did adopt Ordinance No. 07-2012-660 relating to an Amendment to the Grant County Planning and Zoning Map on September 17, 2012.

This Ordinance changes the present zoning classification of Agricultural One (A-1) to a Zoning Classification of Residential-One-A (R1-A) on a (one) 1.3574 Acre site located at 505 Cummins Lane, Grant County, Kentucky, lying and being in Grant County, Kentucky, on the North side of Cummins Lane, 0.5 miles west of Dry Ridge Mt. Zion Road and more particularly described in Deed Book 182, Page No. 113: as supplied by the applicant, as recorded in the Grant County Clerk's Office.

A copy of the adopted Ordinance may be seen in the Office of the County Judge/Executive during normal business hours.

Dated this the 17th day of September, 2012.

ATTEST:


FISCAL COURT CLERK


GRANT COUNTY JUDGE/EXECUTIVE

ORDINANCE NO. 07-2012-660
AN ORDINANCE RELATING TO AN AMENDMENT TO
THE GRANT COUNTY ZONING MAP

WHEREAS application has been made to the Grant County Planning and Zoning Commission for an amendment to the official Grant County Zoning Map; and

WHEREAS all fees relating to the application have been properly paid to the Grant County Planning and Zoning Commission as same relate to this application; and

WHEREAS all posting and advertising requirements necessary to the application filed herein have been properly made or performed; and

WHEREAS public hearing has been held with all interested parties being afforded opportunity to appear in person or by counsel and voice their position as relates to this application; and

WHEREAS the Grant County Planning Commission, a quorum then being present, vote to recommend the approval of said application; NOW, THEREFORE,

BE IT ORDAINED by the Fiscal Court of the County of Grant, Commonwealth of Kentucky, that the Grant County Zoning Map be amended to reflect that the zoning of the following parcel of land, to wit:

A 1.3574 acre site generally located at 505 Cummins Lane, Grant County, Kentucky, and more particularly described in Deed Book 182, Page No.113 ; (as supplied by the applicant) as recorded in the Grant County Clerk's office.

Be changed from its' present zoning classification of Agricultural One (A-1) to a zoning classification of Residential-One-A (R-1-A).

Introduced, recorded and ordered published by the Grant County Fiscal Court on the 04th day of September, 2012.

Adopted by the Grant County Fiscal Court at its' meeting on the 17th day of September, 2012. and, on said occasion signed in open session by the County Judge Executive as evidence of his approval and affirmative vote of the Grant County Fiscal Court, attested under seal by the Grant County Fiscal Court Clerk and declared to be in full force and effect by its' passage and recordation of same.

ATTEST: Patricia Conrad
Patricia Conrad
Fiscal Court Clerk

Darrell L. Link
Darrell L. Link
Grant County Judge/Executive



P.O. Box 125
93 South Main Street
Dry Ridge, KY 41035
859-823-0496
Fax: 859-823-0795

SURVEY FOR DIVISION

Barry Toole Property

ON THE NORTH SIDE OF CUMMINS LANE, 0.5 MILES WEST OF DRY RIDGE MT. ZION ROAD
GRANT COUNTY, KENTUCKY

SCALE: 1" = 60'

STATE OF KENTUCKY
W. THOMAS LEACH
3407
LICENSED PROFESSIONAL LAND SURVEYOR

Date: 06/25/12
Dwn By: W.T.L.
Job No.: 12-056
Surveyed: 06/25/12
Filename: 12056BT

I hereby certify that the survey depicted on this plat was done by persons under my direct supervision by the method of random traverse with sideshots. The unadjusted precision ratio of the traverse exceeds 1:5,000 and was not adjusted. The survey shown hereon is a Class 'B' survey and the accuracy and precision of said survey meets all of the specifications of said class.

W. Thomas Leach 6/25/12
W. Thomas Leach P.L.S. #3407 Date

We hereby do dedicate the right of way of 25 feet as shown hereon to public use, forever.

Barry Toole
Date _____ Grantor
State of KY
County of GRANT

The fore going instrument was acknowledged before me this the 26 day of JUNE, 2012.
by Barry Toole



Approved for recording purposes by the Grant County Planning and Zoning Commission.

Zoning Administrator _____ Date _____
Barry Toole
D.B. 182, Pg. 113
5.0 Acres Remaining
To be attached to
Lawrence Property

Marvin Lawrence
D.B. 167, Pg. 258

RECORD BEARING
Deed Book 341, Page 550

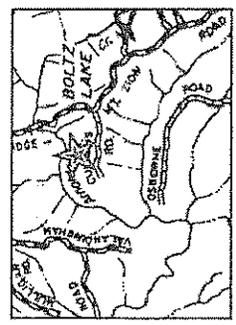
S 89°54'08" E
171.99'

38.45'

1.4901 Acres
-0.1327 R.O.W.
1.3574 Net Acres
Part of
D.B. 182, Pg. 113

284.51'

N 01°14'56" W 347.99'



Vicinity Map
N.T.S.

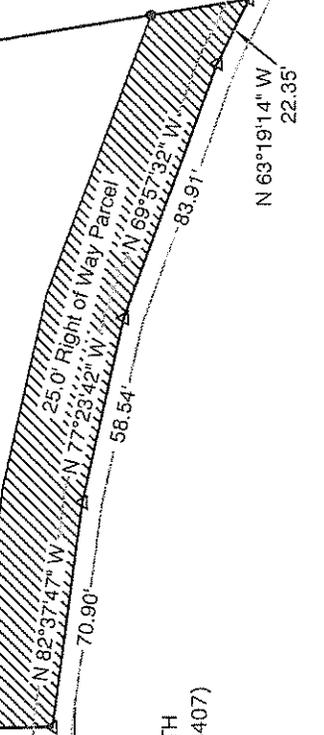
Roy Henderson
D.B. 341, Pg. 550

S 09°22'08" E 374.84'
343.92'

LEGEND

These standard symbols will be found in the drawing.

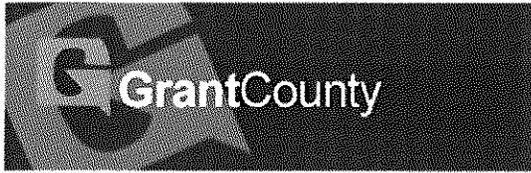
- IRON PIN SET (5/8" REBAR WITH YELLOW CAP STAMPED LEACH 3407)
- IRON PIN FOUND
- ▲ MAG NAIL SET/FOUND



Judge/ Executive Darrell L. Link presented for a motion at the request of Terry Peeples, Grant County Jailer to promote William Joseph McCarthy II to the position of Training Supervisor at the Grant County Detention Center with a salary of \$30,160.00 retroactive to September 16th 2012.

Motion of Brian Linder, seconded by Richard Austin to appoint William Joseph McCarthy II to serve as Training Supervisor at the Grant County Detention Center at a salary of \$30,160.00 retroactive to September 16th, 2011.

The following votes were taken: Richard Austin, Magistrate 1st District, votes yes; Brian Linder, Magistrate 2nd District, votes yes, Bobby Young, Magistrate 3rd District, votes yes; and Hon. Darrell Link, County Judge/Executive, votes yes.



GRANT COUNTY JUDGE EXECUTIVE DARRELL L. LINK

101 NORTH MAIN STREET, WILLIAMSTOWN, KY 41097

(859) 823-7561 * FAX (859) 428-4567

WWW.GRANTCOUNTY.KY.GOV * EMAIL JUDGEEXEC@GRANTCO.ORG

MAGISTRATES: RICHARD AUSTIN 1ST DISTRICT * BRIAN LINDER 2ND DISTRICT * BOBBY YOUNG 3RD DISTRICT

APPOINTMENT

I, Darrell L. Link, Grant County Judge/Executive, upon the recommendation of Grant County Jailer Terry Peeples, do hereby appoint WILIAM (LIAM) JOSEPH McCARTHY, II, 1737 Stewart Road, Florence, Ky. 41042, to serve as Training Supervisor for the Grant County Kentucky Detention Center at a salary of \$30,160.00 retroactive to September 16, 2012.

Dated this the 17th day of September, 2012.

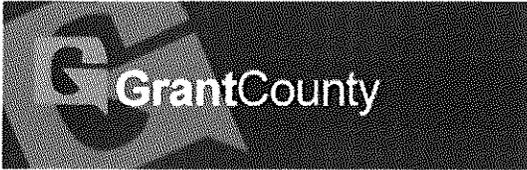
Darrell L. Link

Grant County Judge/Executive

Judge Darrell L. Link then presented for a motion, upon the recommendation of Terry Peeples, Grant County Jailer to promote Robert Howell to the rank of Corporal at the Grant County Detention Center, with a salary of \$12.50 per hour, retroactive to September 16, 2012.

Motion of Bobby Young, seconded by Brian Linder to promote Robert Howell to the rank of Corporal at the Grant County Detention Center with a salary of \$12.50 per hour, retroactive to September 16, 2012.

The following votes were taken: Richard Austin, Magistrate 1st District, votes yes; Brian Linder, Magistrate 2nd District, votes yes, Bobby Young, Magistrate 3rd District, votes yes; and Hon. Darrell Link, County Judge/Executive, votes yes.



GRANT COUNTY JUDGE EXECUTIVE DARRELL L. LINK

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MAGISTRATES: RICHARD AUSTIN 1ST DISTRICT * BRIAN LINDER 2ND DISTRICT * BOBBY YOUNG 3RD DISTRICT

APPOINTMENT

I, Darrell L. Link, Grant County Judge/Executive, upon the recommendation of Grant County Jailer Terry Peeples, do hereby promote **ROBERT HOWELL**, 520 Humes Ridge Road, Williamstown, Ky. 41097, to serve as Corporal for the Grant County Kentucky Detention Center at a salary of \$12.50 per hour retroactive to September 16, 2012.

Dated this the 17th day of September, 2012.

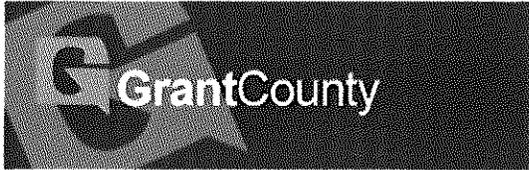
Darrell L. Link

Grant County Judge/Executive

Judge Darrell L. Link then presented for a motion, upon the recommendation of Chuck Dills, Grant County Sheriff to hire Johnny T. Money as a Part-Time Non Sworn office clerk to work during tax season and other clerk's days off, at a salary of \$9.00 per hour effective September 17, 2012.

Motion of Brian Linder, seconded by Bobby Young to hire Johnny T. Money as a Part-Time Non Sworn office clerk to work during tax season and other clerks' days off at a salary of \$9.00 per hour effective September 17, 2012.

The following votes were taken: Richard Austin, Magistrate 1st District, votes yes; Brian Linder, Magistrate 2nd District, votes yes, Bobby Young, Magistrate 3rd District, votes yes; and Hon. Darrell Link, County Judge/Executive, votes yes.



GRANT COUNTY JUDGE EXECUTIVE DARRELL L. LINK

101 NORTH MAIN STREET, WILLIAMSTOWN, KY 41097

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MAGISTRATES: RICHARD AUSTIN 1ST DISTRICT * BRIAN LINDER 2ND DISTRICT * BOBBY YOUNG 3RD DISTRICT

APPOINTMENT

I, Darrell L. Link, Grant County Judge/Executive, upon the recommendation of Grant County Sheriff Chuck Dills, do hereby appoint JOHNNY T. MONEY, 230 Turner Drive, Crittenden, Ky. 41030, to serve as a Part-Time Non Sworn Office Clerk to work during the Tax Season and other clerk's days off in the Grant County Kentucky Sheriff's Office at a salary of \$9.00 per hour effective September 17, 2012.

Dated this the 17th day of September, 2012.

Darrell L. Link
Grant County Judge/Executive

OFFICE OF THE

GRANT COUNTY SHERIFF

Memorandum

To: Judge Darrell Link

From: Sheriff Chuck Dills

Date: September 11, 2012

Subject: APPOINTMENT OF PART-TIME OFFICE CLERK

REQUEST TO HIRE JOHNNY T. MONEY AS A PART-TIME NON-SWORN OFFICE CLERK, TO WORK DURING TAX SEASON AND OTHER CLERKS DAYS OFF.

DATE HIRED: 09-17-12

POSITIONS: Part-Time / Non-Sworn

SALARY: \$9.00 AN HOUR

Judge/Executive Darrell L. Link presented for a motion to stop payment on Check No. 017550, drawn of the General Fund on August 6, 2012, and payable to Goodyear Tire Company in the amount of \$715.52 due to the check being misplaced.

Motion of Brian Linder, seconded by Richard Austin to stop payment on Check No. 017550, drawn on the General Fund on August 6, 2012, and payable to Goodyear Tire Company in the amount of \$715.52 due to the check being misplaced.

The following votes were taken: Richard Austin, Magistrate 1st District, votes yes; Brian Linder, Magistrate 2nd District, votes yes, Bobby Young, Magistrate 3rd District, votes yes; and Hon. Darrell Link, County Judge/Executive, votes yes.

Judge/Executive Darrell L. Link presented for a motion to void Check # 013160 dated September 5, 2012, drawn on the Road Fund, and made payable to Best One Tire in the amount of 180.19, due to the vendor returning the check and stating that it was a call back on prior repairs and we should not have been billed.

Motion of Brian Linder, seconded by Richard Austin to void check # 013160 dated September 5, 2012, drawn on the Road Fund, and made payable to Best One Tire in the amount of 180.19, due to the vendor returning the check and stating that it was a call back on prior repairs and we should not have been billed.

The following votes were taken: Richard Austin, Magistrate 1st District, votes yes; Brian Linder, Magistrate 2nd District, votes yes, Bobby Young, Magistrate 3rd District, votes yes; and Hon. Darrell Link, County Judge/Executive, votes yes.

Judge/Executive Darrell L. Link presented for a motion to stop payment on check #
17146, dated June 4, 2012, drawn on the General Fund in the amount of \$10.00 to Tara
Gifford due to the recipient losing the check.

Motion of Bobby Young, seconded by Brian Linder to stop payment on check #
17146, dated June 4, 2012, drawn on the General Fund in the amount of \$10.00 to Tara
Gifford due to the recipient losing the check.

The following votes were taken: Richard Austin, Magistrate 1st District, votes yes; Brian
Linder, Magistrate 2nd District, votes yes, Bobby Young, Magistrate 3rd District, votes
yes; and Hon. Darrell Link, County Judge/Executive, votes yes.

Judge/Executive Darrell L. Link presented for a motion upon the recommendation of Grant County Jailer Terry Peeples to promote Elizabeth Lewis from a Part-Time Deputy Jailer at the Grant County Detention Center to a Full-Time Deputy Jailer, retroactive to September 16, 2012, at a salary of \$11.00 per hour.

Motion of Brian Linder, seconded by Bobby Young to promote Elizabeth Lewis from a Part-Time Deputy Jailer at the Grant County Detention Center to a Full-Time Deputy Jailer, retroactive to September 16, 2012, at a salary of \$11.00 per hour.

The following votes were taken: Richard Austin, Magistrate 1st District, votes yes; Brian Linder, Magistrate 2nd District, votes yes, Bobby Young, Magistrate 3rd District, votes yes; and Hon. Darrell Link, County Judge/Executive, votes yes.

Judge/Executive Darrell L. Link presented for a motion upon the recommendation of Grant County Jailer Terry Peeples to hire Roger Sturdivant as a Part-Time Deputy Jailer at the Grant County Detention Center effective September 19, 2012, at a salary of \$10.50 per hour.

Motion of Richard Austin, seconded by Brian Linder to hire Roger Sturdivant as a Part-Time Deputy Jailer at the Grant County Detention Center effective September 19, 2012, at a salary of \$10.50 per hour.

The following votes were taken: Richard Austin, Magistrate 1st District, votes yes; Brian Linder, Magistrate 2nd District, votes yes, Bobby Young, Magistrate 3rd District, votes yes; and Hon. Darrell Link, County Judge/Executive, votes yes.

Judge/Executive Darrell L. Link presented for a motion upon the recommendation of Grant County Jailer Terry Peeples to hire Jonathan Justice as a Part-Time Deputy

Jailer at the Grant County Detention Center effective September 19, 2012, at a salary of \$10.50 per hour.

Motion of Brian Linder, seconded by Bobby Young to hire Jonathan Justice as a Part-Time Deputy Jailer at the Grant County Detention Center effective September 19, 2012, at a salary of \$10.50 per hour.

The following votes were taken: Richard Austin, Magistrate 1st District, votes yes; Brian Linder, Magistrate 2nd District, votes yes, Bobby Young, Magistrate 3rd District, votes yes; and Hon. Darrell Link, County Judge/Executive, votes yes.

Judge/Executive Darrell L. Link presented for a motion upon the recommendation of Grant County Jailer Terry Peeples to hire Melissa Preston as a Part-Time Deputy Jailer at the Grant County Detention Center effective September 19, 2012, at a salary of \$10.50 per hour.

Motion of Bobby Young, seconded by Brian Linder to hire Melissa Preston as a Part-Time Deputy Jailer at the Grant County Detention Center effective September 19, 2012, at a salary of \$10.50 per hour.

The following votes were taken: Richard Austin, Magistrate 1st District, votes yes; Brian Linder, Magistrate 2nd District, votes yes, Bobby Young, Magistrate 3rd District, votes yes; and Hon. Darrell Link, County Judge/Executive, votes yes.

Judge/Executive Darrell L. Link presented for a motion upon the recommendation of Grant County Jailer Terry Peeples to hire Gary Workman as a Part-Time Deputy Jailer at the Grant County Detention Center effective September 19, 2012, at a salary of \$10.50 per hour.

Motion of Richard Austin, seconded by Bobby Young to hire Gary Workman as a

Part-Time Deputy Jailer at the Grant County Detention Center effective September 19, 2012, at a salary of \$10.50 per hour.

The following votes were taken: Richard Austin, Magistrate 1st District, votes yes; Brian Linder, Magistrate 2nd District, votes yes, Bobby Young, Magistrate 3rd District, votes yes; and Hon. Darrell Link, County Judge/Executive, votes yes.

Judge/Executive Darrell L. Link presented for a motion upon the recommendation of Grant County Jailer Terry Peebles to hire Sherenee Slone as a Part-Time Deputy Jailer at the Grant County Detention Center effective September 19, 2012, at a salary of \$10.50 per hour.

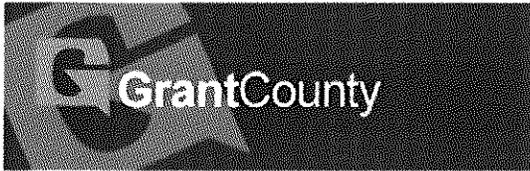
Motion of Brian Linder, seconded by Richard Austin to hire Sherenee Slone as a Part-Time Deputy Jailer at the Grant County Detention Center effective September 19, 2012, at a salary of \$10.50 per hour.

The following votes were taken: Richard Austin, Magistrate 1st District, votes yes; Brian Linder, Magistrate 2nd District, votes yes, Bobby Young, Magistrate 3rd District, votes yes; and Hon. Darrell Link, County Judge/Executive, votes yes.

Judge/Executive Darrell L. Link presented for a motion upon the recommendation of Grant County Jailer Terry Peebles to hire Thomas Wolfenbarger as a Part-Time Deputy Jailer at the Grant County Detention Center effective September 19, 2012, at a salary of \$10.50 per hour.

Motion of Brian Linder, seconded by Bobby Young to hire Thomas Wolfenbarger as a Part-Time Deputy Jailer at the Grant County Detention Center effective September 19, 2012, at a salary of \$10.50 per hour.

The following votes were taken: Richard Austin, Magistrate 1st District, votes yes; Brian Linder, Magistrate 2nd District, votes yes, Bobby Young, Magistrate 3rd District, votes yes; and Hon. Darrell Link, County Judge/Executive, votes yes.



GRANT COUNTY JUDGE EXECUTIVE DARRELL L. LINK

101 NORTH MAIN STREET, WILLIAMSTOWN, KY 41097

(859) 823-7561 * FAX (859) 428-4567

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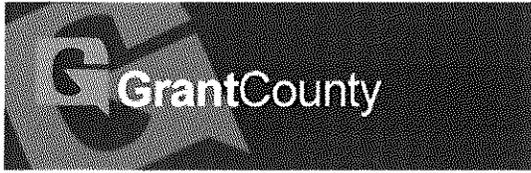
MAGISTRATES: RICHARD AUSTIN 1ST DISTRICT * BRIAN LINDER 2ND DISTRICT * BOBBY YOUNG 3RD DISTRICT

APPOINTMENT

I, Darrell L. Link, Grant County Judge/Executive, upon the recommendation of Grant County Jailer Terry Peeples, do hereby promote and appoint **ELIZABETH LEWIS, 900 Trellises Dr. Apt. #503, Florence, Ky. 41042, to serve as Full-Time Deputy Jailer for the Grant County Kentucky Detention Center at an hourly rate of \$11.00 retroactive to September 16, 2012.**

Dated this the 17th day of September, 2012.

Darrell L. Link
Grant County Judge/Executive



GRANT COUNTY JUDGE EXECUTIVE DARRELL L. LINK

101 NORTH MAIN STREET, WILLIAMSTOWN, KY 41097

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MAGISTRATES: RICHARD AUSTIN 1ST DISTRICT * BRIAN LINDER 2ND DISTRICT * BOBBY YOUNG 3RD DISTRICT

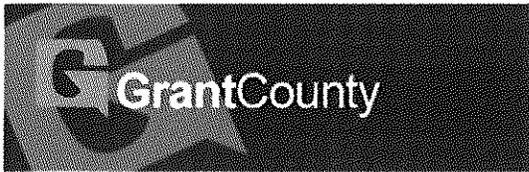
APPOINTMENT

I, Darrell L. Link, Grant County Judge/Executive, upon the recommendation of Grant County Jailer Terry Peeples, do hereby appoint ROGER STURDIVANT, 1070 Turkey Hill Dr., Glencoe, Ky. 41046, to serve as Part-Time Deputy Jailer for the Grant County Kentucky Detention Center at an hourly rate of \$10.50 effective September 19, 2012.

Dated this the 17th day of September, 2012.

Darrell L. Link

Grant County Judge/Executive



GRANT COUNTY JUDGE EXECUTIVE DARRELL L. LINK

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MAGISTRATES: RICHARD AUSTIN 1ST DISTRICT * BRIAN LINDER 2ND DISTRICT * BOBBY YOUNG 3RD DISTRICT

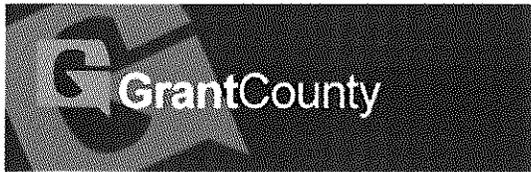
APPOINTMENT

I, Darrell L. Link, Grant County Judge/Executive, upon the recommendation of Grant County Jailer Terry Peeples, do hereby appoint JONATHAN JUSTICE, 120 Kyley Ln. #6, Crittenden, Ky. 41030, to serve as Part-Time Deputy Jailer for the Grant County Kentucky Detention Center at an hourly rate of \$10.50 effective September 19, 2012.

Dated this the 17th day of September, 2012.

Darrell L. Link

Grant County Judge/Executive



GRANT COUNTY JUDGE EXECUTIVE DARRELL L. LINK

101 NORTH MAIN STREET, WILLIAMSTOWN, KY 41097

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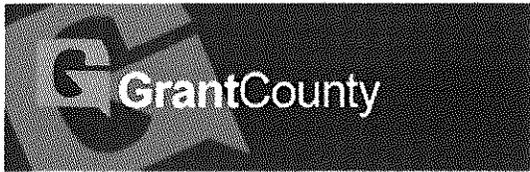
MAGISTRATES: RICHARD AUSTIN 1ST DISTRICT * BRIAN LINDER 2ND DISTRICT * BOBBY YOUNG 3RD DISTRICT

APPOINTMENT

I, Darrell L. Link, Grant County Judge/Executive, upon the recommendation of Grant County Jailer Terry Peeples, do hereby appoint MELISSA PRESTON, 249 Fairway Drive, Dry Ridge, Ky. 41035, to serve as Part-Time Deputy Jailer for the Grant County Kentucky Detention Center at an hourly rate of \$10.50 effective September 19, 2012.

Dated this the 17th day of September, 2012.

Darrell L. Link
Grant County Judge/Executive



GRANT COUNTY JUDGE EXECUTIVE DARRELL L. LINK

101 NORTH MAIN STREET, WILLIAMSTOWN, KY 41097

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MAGISTRATES: RICHARD AUSTIN 1ST DISTRICT * BRIAN LINDER 2ND DISTRICT * BOBBY YOUNG 3RD DISTRICT

APPOINTMENT

I, Darrell L. Link, Grant County Judge/Executive, upon the recommendation of Grant County Jailer Terry Peeples, do hereby appoint GARY WORKMAN, 800 Arbor Drive #842, Dry Ridge, Ky. 41035, to serve as Part-Time Deputy Jailer for the Grant County Kentucky Detention Center at an hourly rate of \$10.50 effective September 19, 2012.

Dated this the 17th day of September, 2012.

Darrell L. Link
Grant County Judge/Executive



GRANT COUNTY JUDGE EXECUTIVE DARRELL L. LINK

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MAGISTRATES: RICHARD AUSTIN 1ST DISTRICT * BRIAN LINDER 2ND DISTRICT * BOBBY YOUNG 3RD DISTRICT

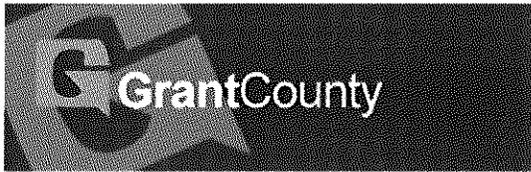
APPOINTMENT

I, Darrell L. Link, Grant County Judge/Executive, upon the recommendation of Grant County Jailer Terry Peeples, do hereby appoint **SHERENEE SLONE**, 1665 Dunn Maize Road, Williamstown, Ky. 41097, to serve as Part-Time Deputy Jailer for the Grant County Kentucky Detention Center at an hourly rate of \$10.50 effective September 19, 2012.

Dated this the 17th day of September, 2012.

Darrell L. Link

Grant County Judge/Executive



GRANT COUNTY JUDGE EXECUTIVE DARRELL L. LINK

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MAGISTRATES: RICHARD AUSTIN 1ST DISTRICT * BRIAN LINDER 2ND DISTRICT * BOBBY YOUNG 3RD DISTRICT

APPOINTMENT

I, Darrell L. Link, Grant County Judge/Executive, upon the recommendation of Grant County Jailer Terry Peeples, do hereby appoint THOMAS WOLFENBARGER, 97 Erin Lane, Butler, Ky. 41006, to serve as Part-Time Deputy Jailer for the Grant County Kentucky Detention Center at an hourly rate of \$10.50 effective September 19, 2012.

Dated this the 17th day of September, 2012.

Darrell L. Link

Grant County Judge/Executive

Open Discussion for "Good of the County"

Judge/Executive Darrell L. Link announced that Thursday, September 20, 2012 is Senior Bash Day. He stated that the small businesses in the county support this event and he encourages everyone to support our small businesses here in the county. Seniors are welcome to arrive between 10:30 and 11:00, the meal will start at Noon, and be provided by the Country Grill.

Magistrate Austin reminded everyone of Marigold day which will be held in Williamstown on September 22, 2012. Judge/Executive Darrell L. Link also acknowledged the DAR and the Grant County Historical Society for celebrating Constitution Day on the courthouse lawn with the ringing of bells. He stated that a good crowd turned out for this commemorative event.

Judge Link reminded the Fiscal Court that the next Fiscal Court meeting of the Grant County Fiscal Court will be held on Monday, October 1, 2012, at the Grant County Courthouse at 7:00 P.M.

Motion to adjourn until Monday October 1, 2012, was made by Richard Austin, seconded by Brian Linder.

The following votes were taken: Richard Austin, Magistrate 1st District, votes yes; Brian Linder, Magistrate 2nd District, votes yes, Bobby Young, Magistrate 3rd District, votes yes; and Hon. Darrell Link, County Judge/Executive, votes yes.

Grant County Judge Executive
Darrell L. Link