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Judge/Executive Darrell L. Link presented for a motion to hire James Colton Simpson as a Temporary Part-Time Seasonal employee for the Grant County Parks at a salary of \$7.25 per hour retroactive to May 12, 2014.

Motion of Wanda Hammons, seconded by Richard Austin, to hire James Colton Simpson as a Temporary Part-Time Seasonal employee for the Grant County Parks at a salary of \$7.25 per hour retroactive to May 12, 2014.

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



**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](mailto:JUDGEEXEC@GRANTCO.ORG)

MAGISTRATES: RICHARD AUSTIN 1<sup>ST</sup> DISTRICT \* WANDA HAMMONS  
2<sup>ND</sup> DISTRICT \* BOBBY YOUNG 3<sup>RD</sup> DISTRICT

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## APPOINTMENT

I, Darrell Link, Grant County Judge/Executive, do hereby hire JAMES COLTON SIMPSON, 180 Chippewa Dry Ridge, Kentucky 41035 to serve as a Temporary Part-Time Seasonal employee for the Grant County Parks at salary of \$7.25 per hour retroactive to May 12, 21014.

Dated this the 19<sup>th</sup> day of May, 2014

Darrell L. Link  
Grant County Judge/Executive

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Judge/Executive Darrell L. Link presented for a motion to hire Kyle Wallace as a Temporary Part-Time Seasonal employee for the Grant County Parks at a salary of \$7.25 per hour retroactive to May 12, 2014.

Motion of Richard Austin, seconded by Wanda Hammons, to hire Kyle Wallace as a Temporary Part-Time Seasonal employee for the Grant County Parks at a salary of \$7.25 per hour retroactive to May 12, 2014.

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



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MAGISTRATES: RICHARD AUSTIN 1<sup>ST</sup> DISTRICT \* WANDA HAMMONS

2<sup>ND</sup> DISTRICT \* BOBBY YOUNG 3<sup>RD</sup> DISTRICT

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APPOINTMENT

I, Darrell Link, Grant County Judge/Executive, do hereby hire KYLE WALLACE 285 Rogers Road, Crittenden, Kentucky 41030 to serve as a Temporary Part-Time Seasonal employee for the Grant County Parks at salary of \$7.25 per hour retroactive to May 12, 21014.

Dated this the 19<sup>th</sup> day of May, 2014

Darrell L. Link  
Grant County Judge/Executive

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Judge Link presented for permission to stop payment on check # 13861 drawn on the Road Fund on March 4, 2014 in the amount of \$.66, and payable to Cincinnati Bell Any Distance due to the check being lost and never presented for payment.

Motion of Richard Austin, seconded by Wanda Hammons to stop payment on check #13861, drawn on the Road Fund in the amount of \$.66, and payable to Cincinnati Bell Any Distance due to the check being lost and never presented for payment.

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

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**Stop Payment Request**

Account Number	Check Number	Check Date	Amount	Payable to (Payee)	Signed by (Maker)	
10345949	13861	03/04/2014	\$0.66	CINCINNATI BELL ANY DISTANCE	PEGGY UPDIKE	
Account Number	ACH/EFT	ACH/EFT Transfer Date	Amount	Payable to (Payee)	Signed by (Maker)	Stop All Future Payments?
10345959	13861	03/04/2014	\$0.66	CINCINNATI BELL ANY DISTANCE	PEGGY UPDIKE	Yes _____ No <u>X</u> _____

Customer: GRANT COUNTY FISCAL COURT Financial Institution: **FORCHT BANK WILLIAMSTOWN BRANCH**

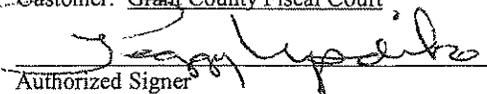
- Item Description.** I/We hereby order Forcht Bank NA, hereafter referred to as you/your, to stop payment on the check or automated clearing house/pre-authorized electronic funds transfer (ACH/EFT) described above. I/We warrant that the information describing the check of ACH/EFT, including; the check or scheduled transfer date, its exact amount, the check number and payee, is correct. I/We understand that the EXACT amount of the check or ACH/EFT is necessary for your computer to stop payment. If I/We give you the incorrect amount or any other incorrect information, you will not be responsible for failing to stop payment on the check or ACH/EFT.
- Agreement.** I/We agree that unless my/our stop payment order is received by you: (A). If a check, within a reasonable time for you to act on my/our order prior to final payment of the check by you. (B). If an ACH/EFT transfer, at least three (3) business days preceding the scheduled date of the pre-authorized ACH/EFT, you will not be responsible for stopping payment. (C). I/We agree that I/We may NOT stop payment on any point-of-sale ACH/EFT transfer; any cashier's check, certified check or other official institution check I/We have purchased from you; or any check of which you have guaranteed. I/We understand that my/our stop payment request is conditional and subject to your verification that the check has not already been paid or that some other action to pay the check has not been taken by you.
- Duration.** A stop payment order: (A). Against a check is effective only against the check that is described above. A stop payment order will lapse automatically after fourteen (14) calendar days if the order was oral and has not been confirmed by me in writing to you during that period. A written stop payment order is effective for six (6) months only and will expire automatically at that time unless I/We have specifically renewed it in writing prior to expiration. (B) Against an ACH/EFT transfers from the same originator is effective only against that originator described above. A stop payment order will lapse automatically after fourteen (14) calendar days if the order was oral and has not been confirmed by me in writing to you during that period. A written stop payment order is effective until all such entries have been returned.
- Fees.** I/We agree to pay a service charge for this stop payment order in the amount shown in your current disclosure of fees and charges. Unless otherwise agreed you are authorized to charge this service charge to the account.
- Indemnification.** I/We agree to indemnify, defend and hold you harmless against all costs, including attorneys' fees, actions, damages or claims related to or arising from you action in refusing payment of the check or ACH/EFT including claims of any joint depositor, payee or endorsee or in failing to stop payment of a check or ACH/EFT as a result of incorrect information provided by me/us. I/We also agree to notify you promptly upon the issuance of any duplicate check or ACH/EFT which replaces the check or ACH/EFT subject to this order or upon return of the original check.

Method of request receipt: \_\_\_\_\_ Oral \_\_\_\_\_ X Written

Reason for Stop Payment CHECK WAS LOST

I/We have read and agreed to the terms set forth above.

Customer: Grant County Fiscal Court

  
Authorized Signer

5-20-2014  
Date

Date _____ Time _____	Item Status	Release of Stop Payment
Fee _____	Item stopped _____ Date _____	BY _____
Expiration _____	Request Expired _____	Date _____
BY _____	Other _____	

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Judge/Executive Darrell L. Link presented for a motion to approve the proposed County Road Aid Cooperative Agreement and adopt the Resolution for FY 2105 between the Kentucky Transportation Cabinet, Department of Rural and Municipal Aid and the Grant County Fiscal Court, and to grant Judge/Executive Darrell L. Link permission to sign the Agreement.

Motion of Wanda Hammons, seconded by Richard Austin to approve the proposed County Road Aid Cooperative Agreement and adopt the Resolution for FY2015 between the Kentucky Transportation Cabinet, Department of Rural and Municipal Aid and the Grant County Fiscal Court, and to grant Judge/Executive Darrell L. Link permission to sign the Agreement.

The following votes were taken: Richard Austin, Magistrate 1st District, votes yes; Wanda Hammons, Magistrate 2nd District, votes yes; Bobby Young, Magistrate 3rd District, Absent; 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 County Road Aid Coop Program Contract between the Fiscal Court and the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid, for the fiscal year beginning July 1, 2014, as provided in the Kentucky Revised Statutes and accepting all roads and streets referred to therein as being a part of the County Road System.

Be it resolved by the Fiscal Court that:

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

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

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

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

<u>AYES</u>	<u>NAYS</u>
<u>Darrell L. Link, Judge/Executive</u>	_____
<u>Richard Austin, Magistrate 1st District</u>	_____
<u>Wanda Hammons, Magistrate 2nd District</u>	_____
_____	_____
_____	_____
<u>Bobby Young, Magistrate 3rd District-ABSENT</u>	_____

COMMONWEALTH OF KENTUCKY ) SS GRANT )

I, Patricia A. Conard, <sup>Fiscal Court</sup>~~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 19th day of May, 2014.

SIGNED Patricia A. Conard

FISCAL COURT  
CLERK OF GRANT COUNTY

COUNTY ROAD AID COOPERATIVE  
PROGRAM AGREEMENT

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

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

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

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

1. Apportionment of County Road Aid Funds. The County's apportionment of County Road Aid Funds shall be based on revenue estimates supplied by the Office of State Budget Director. For the Fiscal Year beginning July 1, 2014, this amount is \$1,059,456.11 (the "Apportionment"). The Apportionment shall be distributed by the Department to the County in accordance with the terms of this Agreement.

2. Assignment of the Apportionment. The County hereby assigns all of its right, title and interest in and to the Apportionment to the Transportation Cabinet's Division of Accounts for Fiscal Year 2015.

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

a. First Distribution. The Department shall initially distribute to the County sixty percent (60%) of the Apportionment, less three percent (3%) of the Apportionment set aside for the emergency fund below. This initial amount is \$616,603.00.

b. Second Distribution. The Department shall distribute up to and including an additional thirty-five percent (35%) of the Apportionment to the County, less three percent (3%) of the Apportionment set aside for the emergency fund below. The amount of the second distribution will depend on how actual revenues compare to revenue estimates.

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

4. Emergency Fund. The County agrees that three percent (3%) of the Apportionment shall be withheld by the Department in an emergency fund (the "Emergency Fund"). The Emergency Fund shall include three percent (3%) of the total apportionments of all participants in the Cooperative Program, plus any remaining balances from previous fiscal years. The Department, upon written application from a duly authorized representative of the County, may disburse these funds to the County for the purpose of it using said funds for emergency roadway and bridge projects designated by the County. If the actual cost of an emergency

project is less than the amount of Emergency Funds disbursed by the Department, then the County shall reimburse the difference to the Department.

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

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

7. Rights of Way. The County, if required under applicable law, will acquire any rights-of-way contemplated under this Agreement and assumes responsibility for any claims for damages arising from such acquisitions.

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

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

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

11. Access to Records. The County acknowledges and agrees that pursuant to KRS § 179.415(3) it shall retain all records of the expenditures of the Apportionment for a period of five (5) years and said records, including any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement [records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent and shall be exempt from disclosure as provided in KRS 61.878(1)(c)], shall be subject to audit by the Department for Local Government or its duly authorized agent and made

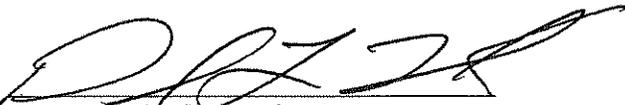
accessible by the County to the Department for Local Government or its duly authorized agent for said period of time in order to determine the proper expenditure of said money for the purposes required by KRS § 177.320(2). The County also recognizes that any books, documents, papers, records, or other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

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

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

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

GRANT COUNTY FISCAL COURT

BY:   
County Judge/Executive

Date: 5-19-14

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

BY: \_\_\_\_\_  
Commissioner

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

BY: \_\_\_\_\_  
Office of Legal Services

Date: \_\_\_\_\_

COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET

BY: \_\_\_\_\_  
Secretary

Date: \_\_\_\_\_

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Open Discussion for "Good of the County"

Magistrate Wanda Hammons stated that she has been working with the Grant County Detention Center inmates to clean up some of the cemeteries and today they worked on a cemetery off Heathen Ridge Road. If anyone knows of a cemetery that needs attention please contact her. She would like to see them finished for Memorial Day. She also reminded the audience that there will be a service held at the Veterans Cemetery in Williamstown on Memorial Day, May 26<sup>th</sup>. She also stated that the community garden is behind due to the rainy weather, but will be ready for planting shortly.

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Judge Link then reminded the Fiscal Court that the next Special meeting of the Grant County Fiscal Court will be held on Monday, June 2, 2014 at Grant County Courthouse at 7:00 P.M.

Motion of Richard Austin, seconded by Wanda Hammons, to adjourn until Monday June 2, 2014.

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

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Grant County Judge Executive  
Darrell L. Link