

**Minutes of the Grant County Fiscal Court
Meeting held on July 17, 2017**

The Grant County Fiscal Court met in Regular Session on Monday July 17, 2017, at 7:00 P.M. at the Grant County Courthouse in Williamstown, Kentucky. Those in attendance were The Honorable Judge/Executive Stephen Wood presiding, Magistrate Jacquelyn Riley, Magistrate Shawna Coldiron, Magistrate Bobby Newman was out of town and absent. Deputy Judge Pat Conrad, and Joe Taylor, Grant County Attorney were also present.

The following guests were in attendance: Michael Robinson, Grant County Sheriff, Chuck Dills, Grant County Treasurer, Peggy Updike, John Souder, David Rose, Teresa Wood, Wayne Rice, and Cheyenne Miller with the Grant County News.

Judge/Executive Stephen P. Wood called the meeting to order and called on Wayne Rice, Pastor of the Fairview Christian Church to offer the invocation after which Judge Wood led in the Pledge of Allegiance.

Judge/Executive Stephen Wood then presented the minutes of the July 10, 2017, meeting for approval.

Motion of Magistrate Riley, seconded by Magistrate Coldiron to approve the minutes of the July 10, 2017, meeting. Judge/Executive Stephen Wood directed the clerk to call the roll, whereupon all members present voted in the affirmative.

Judge/Executive Stephen Wood presented for approval the claims dated July 17, 2017, drawn against the General Expense Fund, Road Fund, and Jail Fund, along with the transfers as presented.

Motion of Magistrate Coldiron to approve the claims dated July 17, 2017, drawn against the General Expense Fund, the Road Fund and the Jail Fund, along with the transfers as presented, with the exception of any claims against Owen County Rural

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Electric Coop, of which she is an employee.

The motion was seconded by Magistrate Riley. Judge/Executive Stephen Wood directed the clerk to call the roll, whereupon all members present voted in the affirmative.

Judge/Executive Stephen Wood presented for approval to void check # 24811, dated June 29, 2017, in the amount of \$65.00, drawn on the General Fund and made payable to the the Florence Veterinary Hospital. The bill was submitted twice by the Animal Shelter and inadvertently paid both times.

Motion of Magistrate Coldiron, seconded by Magistrate Riley to void check # 24811, dated June 29, 2017, in the amount of \$65.00, drawn on the General Fund and made payable to the Florence Veterinary Hospital. The bill was submitted twice by the Animal Shelter and inadvertently paid both times. Judge Wood directed the clerk to call the roll, whereupon all members present voted in the affirmative.

Judge/Executive Stephen Wood presented for a motion to stop payment on check # 14220, dated June 28, 2017, drawn on the Jail Fund in the amount of \$39.50 and made payable to William McCarthy. Mr. McCarthy inadvertently left the check in his pocket and it was damaged in the wash.

Motion of Magistrate Riley, seconded by Magistrate Coldiron to stop payment on check # 14220, dated June 28, 2017, drawn on the Jail Fund in the amount of \$39.50 and made payable to William McCarthy. Mr. McCarthy inadvertently left the check in his pocket and it was damaged in the wash. Judge Wood directed the clerk to call the roll, whereupon all members present voted in the affirmative.

Judge/Executive Stephen Wood presented for a motion to stop payment on check numbers 24407, 24506, 24507, and 24509. Each check was drawn on the General Fund

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in the amount of \$25.00 for refunds and were not presented within 90 days of issue.

Motion of Magistrate Coldiron, seconded by Magistrate Riley to Stop Payment on Check No.'s 24407, 24506, 24507, and 24509 as these checks were not presented for payment within 90 days of issue. Judge Wood directed the clerk to call the roll whereupon all members present voted in the affirmative.

Judge/Executive Stephen Wood presented for a motion to accept an Audit Participation Agreement for the purpose of identifying improper charges and errors including, but not limited to, excessive tariffs, excessive features, inflated billing, over provision of services, etc; that may have been charged to the Grant County Fiscal Court.

Judge/Executive Stephen Wood also read an email from Bruce Brooks, Telecom Engineer and asked for a positive response from the Magistrates.

Motion of Magistrate Coldiron, seconded by Magistrate Riley to accept an Audit Participation Agreement for the purpose of identifying improper charges and errors including, but not limited to, excessive tariffs, excessive features, inflated billing, over provision of services, etc; that may have been charged to the Grant County Fiscal Court.

Judge/Executive Stephen Wood presented for a First Reading, Amendment # 1 to Ordinance No. 04-2017-707; an Ordinance Relating to establishing a Service Fee for enhanced 911 emergency dispatch services to owners of real property in Grant County, Kentucky, along with the notice to be posted in the Grant County news, showing a second reading to be held on August 7, 2017 at 7:00 P.M. or as soon thereafter as possible. Magistrate Coldiron asked questions about the date that a unit was considered to be occupied and what if a unit was unoccupied on October 1, but was unoccupied on October 2? It was determined that this was a date that had to be in the ordinance, and

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that whether a unit was occupied on October 1, or October 2 the tax bill would still have the annual fee attached. The Ordinance required that a start date be noted.

Judge/Executive Stephen Wood presented for a motion to adopt a Resolution along with the Agreement between the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid and the Grant County Fiscal Court for the Fiscal Year 2017-2018, and to allow Judge/Executive Stephen Wood to sign the agreement.

Motion of Magistrate Coldiron, seconded by Magistrate Riley to adopt a Resolution along with the Agreement between the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid and the Grant County Fiscal Court for the Fiscal Year 2017-2018, and to allow Judge/Executive Stephen Wood to sign the agreement.

Judge/Executive Stephen Wood directed the clerk to call the roll, whereupon all members present voted in the affirmative.

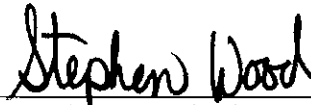
Judge/Executive Stephen Wood then informed the court that three people had resigned at the Detention Center over the weekend and that left them with 36 full time employees. The Department of Justice is coming in to inspect the jail and they are overwhelmed and really busy right now. Judge/Executive Wood stated that they are still working on getting the correct temperature in the closet where the DVR's are kept. This has been an ongoing issue at the detention center. Two of the older air conditioners are being replaced, as they both quit working last week. One is over the Jail and the other is over the Sheriff's office.

John Souder asked about the status of the Jail Committee and Judge Wood stated that they are scheduled to meet next week.

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Judge/Executive Stephen Wood then reminded the court that the next meeting of the Fiscal Court would be held on Monday, August 7th, 2017, at 7:00 P.M. in the second floor courtroom of the Grant County Courthouse.

Motion of Magistrate Coldiron to adjourn until Monday, August 7, 2017, seconded by Judge/Executive Wood. All members present voted to adjourn.

A handwritten signature in black ink that reads "Stephen Wood". The signature is written in a cursive style and is positioned above a horizontal line.

Grant County Judge/Executive
Stephen P. Wood

07/14/17
02:52PM

General Fund

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: 1BARNETTTR								
07/17/17	01-17-0483	I	TRACEY BARNETT LLOYD'S WELFARE HOUSE	COD	07/17	N/A	25.00	.00
			Account: 0154015670 Amount	25.00				
Vendor Total: 1BARNETTTR							25.00	.00
Vendor: 1FOUTCHAM								
07/17/17	01-17-0487	I	AMBER FOUTCH LLOYD'S WELFARE HOUSE	COD	07/17	N/A	25.00	.00
			Account: 0154015670 Amount	25.00				
Vendor Total: 1FOUTCHAM							25.00	.00
Vendor: 1GARRYHUFF								
07/17/17	01-17-0486	I	GARRY HUFF LLOYD'S WELFARE HOUSE	COD	07/17	N/A	25.00	.00
			Account: 0154015670 Amount	25.00				
Vendor Total: 1GARRYHUFF							25.00	.00
Vendor: 1MENEFEERO								
07/17/17	01-17-0484	I	ROGER MENEFE LLOYD'S WELFARE HOUSE	COD	07/17	N/A	25.00	.00
			Account: 0154015670 Amount	25.00				
Vendor Total: 1MENEFEERO							25.00	.00
Vendor: 1WALKERCR								
07/17/17	01-17-0485	I	CRYSTAL WALKER LLOYD'S WELFARE HOUSE	COD	07/17	N/A	25.00	.00
			Account: 0154015670 Amount	25.00				
Vendor Total: 1WALKERCR							25.00	.00
Vendor: 1YOUNTSCH								
07/17/17	01-17-0482	I	CHRISTIAN YOUNTS LLOYD WELFARE HOUSE	COD	07/17	N/A	25.00	.00
			Account: 0154015670 Amount	25.00				
Vendor Total: 1YOUNTSCH							25.00	.00
Vendor: BUSINESSCA								
07/17/17	01-17-0488	I	BUSINESS CARD DOG FOOD FOR K9 DEPUTY	COD	07/17	N/A	47.99	.00
			Account: 0150153850 Amount	47.99				
07/17/17	01-17-0489	I	WINDSHEILD WIPERS FOR	COD	07/17	N/A	8.63	.00
			Account: 0150155920 Amount	8.63				
07/17/17	01-17-0490	I	TIRE PLUG	COD	07/17	N/A	8.35	.00
			Account: 0150155920 Amount	8.35				
Vendor Total: BUSINESSCA							64.97	.00
Vendor: C0300								
07/17/17	01-17-0492	I	CINCINNATI BELL TELEPHONE TELEPHONE	COD	07/17	N/A	311.05	.00
			Account: 0150815780 Amount	253.06				
			Account: 0150015730 Amount	57.99				
Vendor Total: C0300							311.05	.00
Vendor: CARENETPRE								
07/17/17	01-17-0491	I	CARE NET PREGNANCY MONTHLY SUPPORT / JUNE	COD	07/17	N/A	300.00	.00
			Account: 0152323480 Amount	300.00				
Vendor Total: CARENETPRE							300.00	.00
Vendor: DC0124								
07/17/17	01-17-0493	I	D-C ELEVATOR COMPANY, INC INV. 245290	COD	07/17	N/A	322.50	.00
			Account: 0150815880 Amount	322.50				
Vendor Total: DC0124							322.50	.00
Vendor: EAGLERCDO								
07/17/17	01-17-0499	I	EAGLE R.C. & D. COUNCIL, INC. ANNUAL DUES	COD	07/17	N/A	100.00	.00
			Account: 0150255510 Amount	100.00				
Vendor Total: EAGLERCDO							100.00	.00
Vendor: FORCHTBANK								
07/17/17	01-17-0494	I	FORCHT BANK ANIMAL SHELTER / PARKS	COD	07/17	N/A	203.82	.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: 0152054020	Amount	19.94				
			Account: 0154014670	Amount	39.50				
			Account: 0154013480	Amount	63.38				
			Account: 0152054450	Amount	9.97				
			Account: 0150254450	Amount	23.75				
			Account: 0150014450	Amount	47.28				
			Vendor Total: FORCHTBANK					203.82	.00
Vendor: G2100			GRANT COUNTY VETERINARY						
07/17/17	01-17-0500	I	INV. 815.49	COD	07/17	N/A	683.62	.00	
			Account: 0152053850	Amount	683.62				
			Vendor Total: G2100					683.62	.00
Vendor: GCNEWS			GRANT COUNTY NEWS						
07/17/17	01-17-0495	I	ORDINANCES	COD	07/17	N/A	162.86	.00	
			Account: 0150255390	Amount	162.86				
			Vendor Total: GCNEWS					162.86	.00
Vendor: KACo			KACo						
07/17/17	01-17-0496	I	INV. 2084	COD	07/17	N/A	900.00	.00	
			Account: 0191005550	Amount	900.00				
			Vendor Total: KACo					900.00	.00
Vendor: O1300			OFFICE DEPOT						
07/17/17	01-17-0497	I	INV 937785965001	COD	07/17	N/A	14.69	.00	
			Account: 0150014450	Amount	14.69				
			Vendor Total: O1300					14.69	.00
Vendor: OWENELECTR			OWEN ELECTRIC COOPERATIVE						
07/17/17	01-17-0498	I	SIREN AT WARSAW RD	COD	07/17	N/A	39.10	.00	
			Account: 0150805820	Amount	39.10				
			Vendor Total: OWENELECTR					39.10	.00
Vendor: UCAN			UCAN NONPROFIT						
07/17/17	01-17-0501	I	SPAY/NEUTER CLINIC	COD	07/17	N/A	435.00	.00	
			Account: 0152053850	Amount	435.00				
			Vendor Total: UCAN					435.00	.00
Vendor: VOYAGERFLE			VOYAGER FLEET SYSTEMS INC						
07/17/17	01-17-0502	I	INV. 86922-6423726	COD	07/17	N/A	4,636.20	.00	
			Account: 0150154550	Amount	4,107.03				
			Account: 0150804550	Amount	57.30				
			Account: 0151154550	Amount	90.38				
			Account: 0152124550	Amount	56.45				
			Account: 0154014550	Amount	325.04				
			Vendor Total: VOYAGERFLE					4,636.20	.00
			Report Total:					8,323.81	.00

*** Report Options ***

Vendors: ALL

Invoice Dates: 07/17/2017 to 07/17/2017

Invoice Type: ALL

Invoice Status: ALL

Dates Entered: ALL

*** End of Report ***

07/14/17
02:53PM

Road Fund

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: OWENELECTR OWEN ELECTRIC COOPERATIVE								
07/18/17	02-17-0166	I	METER #125907 #141406	COD	07/18	N/A	385.41	.00
		Account:	0261055780	Amount	385.41			
Vendor Total: OWENELECTR							385.41	.00
Vendor: VOYAGERFLE VOYAGER FLEET SYSTEMS INC								
07/18/17	02-17-0167	I	ROAD	COD	07/18	N/A	1,059.93	.00
		Account:	0261054270	Amount	1,059.93			
Vendor Total: VOYAGERFLE							1,059.93	.00
Report Total:							1,445.34	.00

*** Report Options ***

Vendors: ALL

Invoice Dates: 07/18/2017 to 07/18/2017

Invoice Type: ALL

Invoice Status: ALL

Dates Entered: ALL

*** End of Report ***

General Fund

**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: 1BARNETTTR TRACEY BARNETT								
07/17/17	01-17-0483	I	LLOYD'S WELFARE HOUSE	COD	07/17	N/A	25.00	.00
	Account:		0154015670	Amount			25.00	
Vendor Total: 1BARNETTTR							25.00	.00
Vendor: 1FOUTCHAM AMBER FOUTCH								
07/17/17	01-17-0487	I	LLOYD'S WELFARE HOUSE	COD	07/17	N/A	25.00	.00
	Account:		0154015670	Amount			25.00	
Vendor Total: 1FOUTCHAM							25.00	.00
Vendor: 1GARRYHUFF GARRY HUFF								
07/17/17	01-17-0486	I	LLOYD'S WELFARE HOUSE	COD	07/17	N/A	25.00	.00
	Account:		0154015670	Amount			25.00	
Vendor Total: 1GARRYHUFF							25.00	.00
Vendor: 1MENEFEERO ROGER MENEFEE								
07/17/17	01-17-0484	I	LLOYD'S WELFARE HOUSE	COD	07/17	N/A	25.00	.00
	Account:		0154015670	Amount			25.00	
Vendor Total: 1MENEFEERO							25.00	.00
Vendor: 1WALKERCR CRYSTAL WALKER								
07/17/17	01-17-0485	I	LLOYD'S WELFARE HOUSE	COD	07/17	N/A	25.00	.00
	Account:		0154015670	Amount			25.00	
Vendor Total: 1WALKERCR							25.00	.00
Vendor: 1YOUNTSCH CHRISTIAN YOUNTS								
07/17/17	01-17-0482	I	LLOYD WELFARE HOUSE	COD	07/17	N/A	25.00	.00
	Account:		0154015670	Amount			25.00	
Vendor Total: 1YOUNTSCH							25.00	.00
Vendor: BUSINESSCA BUSINESS CARD								
07/17/17	01-17-0488	I	DOG FOOD FOR K9 DEPUTY	COD	07/17	N/A	47.99	.00
	Account:		0150153850	Amount			47.99	
07/17/17	01-17-0489	I	WINDSHEILD WIPERS FOR	COD	07/17	N/A	8.63	.00
	Account:		0150155920	Amount			8.63	
07/17/17	01-17-0490	I	TIRE PLUG	COD	07/17	N/A	8.35	.00
	Account:		0150155920	Amount			8.35	
Vendor Total: BUSINESSCA							64.97	.00
Vendor: C0300 CINCINNATI BELL TELEPHONE								
07/17/17	01-17-0492	I	TELEPHONE	COD	07/17	N/A	311.05	.00
	Account:		0150815780	Amount			253.06	
	Account:		0150015730	Amount			57.99	
Vendor Total: C0300							311.05	.00
Vendor: CARENETPRE CARE NET PREGNANCY								
07/17/17	01-17-0491	I	MONTHLY SUPPORT / JUNE	COD	07/17	N/A	300.00	.00
	Account:		0152323480	Amount			300.00	
Vendor Total: CARENETPRE							300.00	.00
Vendor: DC0124 D-C ELEVATOR COMPANY, INC								
07/17/17	01-17-0493	I	INV. 245290	COD	07/17	N/A	322.50	.00
	Account:		0150815880	Amount			322.50	
Vendor Total: DC0124							322.50	.00
Vendor: EAGLERCDCO EAGLE R.C. & D. COUNCIL, INC.								
07/17/17	01-17-0499	I	ANNUAL DUES	COD	07/17	N/A	100.00	.00
	Account:		0150255510	Amount			100.00	
Vendor Total: EAGLERCDCO							100.00	.00
Vendor: FORCHTBANK FORCHT BANK								
07/17/17	01-17-0494	I	ANIMAL SHELTER / PARKS	COD	07/17	N/A	203.82	.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:	0152054020	Amount	19.94				
		Account:	0154014670	Amount	39.50				
		Account:	0154013480	Amount	63.38				
		Account:	0152054450	Amount	9.97				
		Account:	0150254450	Amount	23.75				
		Account:	0150014450	Amount	47.28				
		Vendor Total: FORCHTBANK						203.82	.00
Vendor:	G2100		GRANT COUNTY VETERINARY						
	07/17/17	01-17-0500	I INV. 815.49	COD	07/17	N/A	683.62	.00	
		Account:	0152053850	Amount	683.62				
		Vendor Total: G2100						683.62	.00
Vendor:	GCNEWS		GRANT COUNTY NEWS						
	07/17/17	01-17-0495	I ORDINANCES	COD	07/17	N/A	162.86	.00	
		Account:	0150255390	Amount	162.86				
		Vendor Total: GCNEWS						162.86	.00
Vendor:	KACo		KACo						
	07/17/17	01-17-0496	I INV. 2084	COD	07/17	N/A	900.00	.00	
		Account:	0191005550	Amount	900.00				
		Vendor Total: KACo						900.00	.00
Vendor:	O1300		OFFICE DEPOT						
	07/17/17	01-17-0497	I INV 937785965001	COD	07/17	N/A	14.69	.00	
		Account:	0150014450	Amount	14.69				
		Vendor Total: O1300						14.69	.00
Vendor:	OWENELECTR		OWEN ELECTRIC COOPERATIVE						
	07/17/17	01-17-0498	I SIREN AT WARSAW RD	COD	07/17	N/A	39.10	.00	
		Account:	0150805820	Amount	39.10				
		Vendor Total: OWENELECTR						39.10	.00
Vendor:	UCAN		UCAN NONPROFIT						
	07/17/17	01-17-0501	I SPAY/NEUTER CLINIC	COD	07/17	N/A	435.00	.00	
		Account:	0152053850	Amount	435.00				
		Vendor Total: UCAN						435.00	.00
Vendor:	VOYAGERFLE		VOYAGER FLEET SYSTEMS INC						
	07/17/17	01-17-0502	I INV. 86922-6423726	COD	07/17	N/A	4,636.20	.00	
		Account:	0150154550	Amount	4,107.03				
		Account:	0150804550	Amount	57.30				
		Account:	0151154550	Amount	90.38				
		Account:	0152124550	Amount	56.45				
		Account:	0154014550	Amount	325.04				
		Vendor Total: VOYAGERFLE						4,636.20	.00
		Report Total:						8,323.81	.00

*** Report Options ***
 Vendors: ALL
 Invoice Dates: 07/17/2017 to 07/17/2017
 Invoice Type: ALL
 Invoice Status: ALL
 Dates Entered: ALL
 *** End of Report ***

07/14/17
02:53PM

Road Fund

GRANT COUNTY FISCAL COURT
Invoice Entry List (Detail)

Page 1 of 1

Invoice Date	Invoice Number	Type	Description	Terms Code	Due Date	1099 Type	Invoice Amount	Payment Amount
Vendor: OWENELECTR OWEN ELECTRIC COOPERATIVE								
07/18/17	02-17-0166	I	METER #125907 #141406	COD	07/18	N/A	385.41	.00
Account: 0261055780				Amount	385.41			
Vendor Total: OWENELECTR							385.41	.00
Vendor: VOYAGERFLE VOYAGER FLEET SYSTEMS INC								
07/18/17	02-17-0167	I	ROAD	COD	07/18	N/A	1,059.93	.00
Account: 0261054270				Amount	1,059.93			
Vendor Total: VOYAGERFLE							1,059.93	.00
Report Total:							1,445.34	.00

*** Report Options ***

Vendors: ALL

Invoice Dates: 07/18/2017 to 07/18/2017

Invoice Type: ALL

Invoice Status: ALL

Dates Entered: ALL

*** End of Report ***

Tail Fund

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: ASELECTRIC								
07/19/17	03-17-0220	I	A & S ELECTRICAL SUPPLY, INC. FUSES FOR A/C UNIT	COD	07/19	N/A	56.40	.00
	Account:		0351015160	Amount			56.40	
Vendor Total: ASELECTRIC							56.40	.00
Vendor: C0300								
07/19/17	03-17-0221	I	CINCINNATI BELL TELEPHONE DETENTION CENTER	COD	07/19	N/A	485.82	.00
	Account:		0351015730	Amount			485.82	
Vendor Total: C0300							485.82	.00
Vendor: C6309								
07/19/17	03-17-0222	I	CINTAS CORPORATION #312 INV. 4000821036 4000915858	COD	07/19	N/A	157.05	.00
	Account:		0351014110	Amount			157.05	
Vendor Total: C6309							157.05	.00
Vendor: C6365								
07/19/17	03-17-0223	I	CINTAS FIRE 636525 INV. 0335345607	COD	07/19	N/A	32.92	.00
	Account:		0351013330	Amount			32.92	
Vendor Total: C6365							32.92	.00
Vendor: DUKEENERGY								
07/19/17	03-17-0224	I	DUKE ENERGY DETENTION CENTER	COD	07/19	N/A	2,504.46	.00
	Account:		0351015830	Amount			2,504.46	
Vendor Total: DUKEENERGY							2,504.46	.00
Vendor: FORCHTBANK								
07/19/17	03-17-0227	I	FORCHT BANK CONFERENCE, POSTAGE,	COD	07/19	N/A	826.42	.00
	Account:		0391005690	Amount			738.24	
	Account:		0351014450	Amount			9.85	
	Account:		0351014060	Amount			78.33	
Vendor Total: FORCHTBANK							826.42	.00
Vendor: MCCARTHYW								
07/19/17	03-17-0228	I	WILLIAM MCCARTHY II RE-ISSUE FOR DAMAGED	COD	07/19	N/A	39.50	.00
	Account:		0351014550	Amount			39.50	
Vendor Total: MCCARTHYW							39.50	.00
Vendor: S0705								
07/19/17	03-17-0225	I	SOUDER DOOR LLC INV 943415 943422	COD	07/19	Misc Box7	435.00	.00
	Account:		0351013340	Amount			435.00	
Vendor Total: S0705							435.00	.00
Vendor: S8368								
07/19/17	03-17-0226	I	STAPLES BUSINESS INV 8045280921	COD	07/19	N/A	369.69	.00
	Account:		0351014450	Amount			369.69	
Vendor Total: S8368							369.69	.00
Vendor: VOYAGERFLE								
07/19/17	03-17-0229	I	VOYAGER FLEET SYSTEMS INC INV. 86922-6423	COD	07/19	N/A	468.90	.00
	Account:		0351014550	Amount			468.90	
Vendor Total: VOYAGERFLE							468.90	.00
Report Total:							5,376.16	.00

*** Report Options ***
 Vendors: ALL
 Invoice Dates: 07/19/2017 to 07/19/2017
 Invoice Type: ALL
 Invoice Status: ALL
 Dates Entered: ALL
 *** End of Report ***

Page 2 is blank

GRANT COUNTY FISCAL COURT
 GENERAL FUND
 101 N. MAIN ST.
 WILLIAMSTOWN, KY 41097

FORCHT BANK
 WILLIAMSTOWN, KY 41097
 79-334/421

024811

SIXTY-FIVE AND 00 / 100 DOLLARS

PAY TO THE ORDER OF FLORENCE VETERINARY HOSPITAL
 8113 U S HIGHWAY 42
 FLORENCE KY 41042

06/29/17

*****\$65.00

Memo

VOID 90 DAYS AFTER ISSUED

Patricia Conrad
 AUTHORIZED SIGNATURE

⑈024811⑈ ⑆042108397⑆

010081⑈

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

GRANT COUNTY FISCAL COURT / GENERAL FUND

Vendor: F8113 FLORENCE VETERINARY HOSPITAL
 Date Invoice Description
 06/26/17 01-17-0427 INV. 93008

Account
 0152053850

Check Date: 06/29/17

024811

Amount	Discount Taken	Net Amount
65.00	.00	65.00
65.00		
Total: 65.00	.00	65.00

*Angie: we need to apply this to Michelle Kennen
 Bill. She had a may 65 balance. ?*

STOP PAYMENT REQUEST FORM

Customer Name: <u>GRANT COUNTY FISCAL COURT</u>	Date: <u>7-13-2017</u>
Account Number: <u>01-080-7</u>	Time: <u>9:30</u> <input checked="" type="checkbox"/> a.m. <input type="checkbox"/> p.m.

Part I - New Stop Payment

With Customer Signature Oral (Valid for 14 days)
 Amend Stop Payment Dated _____

Check Stop Payment:

It is important to note that some physical checks are converted into an electronic payment. In these cases, the stop payment will apply to the physical check or the electronic payment.

Check Number: <u>14220</u>	Range from Check Number _____ to _____
Check Amount: <u>\$ 39.50</u>	Payable to: <u>WILLIAM MCCARTHY</u>
Check Date: <u>06/28/2017</u>	Stop Payment Expiration Date: _____
Reason: <input checked="" type="checkbox"/> Lost or Stolen Item(s) <input type="checkbox"/> Changed Mind <input type="checkbox"/> Other: <u>90 DAYS AFTER ISSUED</u>	

*****This form is not to be used for Stop Payments on Forcht Bank Cashier's Checks or Money Orders. Use the Claim for Official Check Form for claims on these instruments.*****

ACH/EFT Stop Payment:

Company Name or ID: _____

Amount: _____ Date: _____

Reason: Cancelled Payment Other: _____

*****This form is not to be used for Revocation, Unauthorized Usage or Improper Entry. Instead, use the Written Statement of Unauthorized Debit (WSUD) Form.*****

Part II - Delete Existing Stop Payment

<input type="checkbox"/> Check Check Number(s): _____ Date of Stop Payment: _____	<input type="checkbox"/> ACH Company Name/ID: _____ Date of Stop Payment: _____
---	---

STOP PAYMENT REQUEST FORM

Customer Name: <u>GRANT COUNTY FISCAL COURT</u>	Date: _____
Account Number: <u>01-008-1</u>	Time: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.

Part I - New Stop Payment

With Customer Signature Oral (Valid for 14 days)
 Amend Stop Payment Dated _____

Check Stop Payment:

It is important to note that some physical checks are converted into an electronic payment. In these cases, the stop payment will apply to the physical check or the electronic payment.

Check Number: 24407 Range from Check Number _____ to _____
 Check Amount: \$ 25.00 Payable to: MARIA MORALES
 Check Date: 02/21/2017 Stop Payment Expiration Date: _____
 Reason: Lost or Stolen Item(s) Changed Mind Other: 90 DAYS AFTER ISSUED

*****This form is not to be used for Stop Payments on Forcht Bank Cashier's Checks or Money Orders. Use the Claim for Official Check Form for claims on these instruments.*****

ACH/EFT Stop Payment:

Company Name or ID: _____

Amount: _____ Date: _____

Reason: Cancelled Payment Other: _____

*****This form is not to be used for Revocation, Unauthorized Usage or Improper Entry. Instead, use the Written Statement of Unauthorized Debit (WSUD) Form.*****

Part II - Delete Existing Stop Payment

<input type="checkbox"/> Check Check Number(s): _____ Date of Stop Payment: _____	<input type="checkbox"/> ACH Company Name/ID: _____ Date of Stop Payment: _____
---	---

STOP PAYMENT REQUEST FORM

Customer Name: <u>GRANT COUNTY FISCAL COURT</u>	Date: _____
Account Number: <u>01-008-1</u>	Time: <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.

Part I - New Stop Payment

With Customer Signature Oral (Valid for 14 days)

Amend Stop Payment Dated _____

Check Stop Payment:

It is important to note that some physical checks are converted into an electronic payment. In these cases, the stop payment will apply to the physical check or the electronic payment.

Check Number: 24506 Range from Check Number _____ to _____

Check Amount: \$ 25.00 Payable to: JESSICA BAKER

Check Date: 04/04/2017 Stop Payment Expiration Date: _____

Reason: Lost or Stolen Item(s) Changed Mind Other: 90 DAYS AFTER ISSUED

*****This form is not to be used for Stop Payments on Forcht Bank Cashier's Checks or Money Orders. Use the Claim for Official Check Form for claims on these instruments.*****

ACH/EFT Stop Payment:

Company Name or ID: _____

Amount: _____ Date: _____

Reason: Cancelled Payment Other: _____

*****This form is not to be used for Revocation, Unauthorized Usage or Improper Entry. Instead, use the Written Statement of Unauthorized Debit (WSUD) Form.*****

Part II - Delete Existing Stop Payment

Check
 Check Number(s): _____
 Date of Stop Payment: _____

ACH
 Company Name/ID: _____
 Date of Stop Payment: _____



STOP PAYMENT REQUEST FORM

Customer Name: GRANT COUNTY FISCAL COURT	Date: _____
Account Number: 01-008-1	Time: <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.

Part I - New Stop Payment

With Customer Signature Oral (Valid for 14 days)
 Amend Stop Payment Dated _____

Check Stop Payment:

It is important to note that some physical checks are converted into an electronic payment. In these cases, the stop payment will apply to the physical check or the electronic payment.

Check Number: 24507 Range from Check Number _____ to _____
 Check Amount: \$ 25.00 Payable to: GINDY FITZPATRICK
 Check Date: 04/04/2017 Stop Payment Expiration Date: _____
 Reason: Lost or Stolen Item(s) Changed Mind Other: 90 DAYS AFTER ISSUED

*****This form is not to be used for Stop Payments on Forcht Bank Cashier's Checks or Money Orders. Use the Claim for Official Check Form for claims on these instruments.*****

ACH/EFT Stop Payment:

Company Name or ID: _____
 Amount: _____ Date: _____
 Reason: Cancelled Payment Other: _____

*****This form is not to be used for Revocation, Unauthorized Usage or Improper Entry. Instead, use the Written Statement of Unauthorized Debit (WSUD) Form.*****

Part II - Delete Existing Stop Payment

<input type="checkbox"/> Check Check Number(s): _____ Date of Stop Payment: _____	<input type="checkbox"/> ACH Company Name/ID: _____ Date of Stop Payment: _____
---	---



STOP PAYMENT REQUEST FORM

Customer Name: <u>GRANT COUNTY FISCAL COURT</u>	Date: _____
Account Number: <u>01-008-1</u>	Time: <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.

Part I - New Stop Payment

With Customer Signature Oral (Valid for 14 days)

Amend Stop Payment Dated _____

Check Stop Payment:

It is important to note that some physical checks are converted into an electronic payment. In these cases, the stop payment will apply to the physical check or the electronic payment.

Check Number: 24509 Range from Check Number _____ to _____

Check Amount: \$ 25.00 Payable to: DESTINEE ILES

Check Date: 04/04/2017 Stop Payment Expiration Date: _____

Reason: Lost or Stolen Item(s) Changed Mind Other: 90 DAYS AFTER ISSUED

*****This form is not to be used for Stop Payments on Forcht Bank Cashier's Checks or Money Orders. Use the Claim for Official Check Form for claims on these instruments.*****

ACH/EFT Stop Payment:

Company Name or ID: _____

Amount: _____ Date: _____

Reason: Cancelled Payment Other: _____

*****This form is not to be used for Revocation, Unauthorized Usage or Improper Entry. Instead, use the Written Statement of Unauthorized Debit (WSUD) Form.*****

Part II - Delete Existing Stop Payment

<input type="checkbox"/> Check	<input type="checkbox"/> ACH
Check Number(s): _____	Company Name/ID: _____
Date of Stop Payment: _____	Date of Stop Payment: _____

THE TELECOMMUNICATION AUDIT PARTICIPATION AGREEMENT

THIS AGREEMENT HAS BEEN STRUCTURED AS AN *RISK FREE PARTICIPATION AGREEMENT* AS THERE ARE NO UP FRONT FEES FOR THE CLIENT TO PAY OR REQUIRES THE CLIENT TO PAY FOR ANY AUDIT EXPENSES.

IF THE TELECOMMUNICATION AUDIT DOES NOT PRODUCE REFUNDS, CREDITS OR DOCUMENTED REDUCTION IN FUTURE TELECOMMUNICATION COST FOR THE CLIENT, THERE IS NO FEE DUE.

This Agreement is entered into and between, Grant County Fiscal Court a political subdivision of the State of Kentucky, (Identified as client) acting by and through its duly elected governing authorities and The Telecom Audit Group, LLC, an Alabama Limited Liability Company, located 102 West Grandview Drive, Muscle Shoals, Alabama 35661 (collectively the known as the Parties)

This 17 Day of July, 2017.

WHEREAS: The client desires to insure maximum efficiency and economic responsibility in the purchase and use of its Telecommunication Services and Equipment for the benefit of the Client, its Citizens and Taxpayers.

WHEREAS: The Telecom Audit Group has the knowledge and expertise to achieve the client's goals. This is achieved by recovering past overcharges for service, equipment cost, removing unnecessary cost, thus reducing future cost.

WHEREAS: The Client desires to secure the services of The Telecom Audit Group to achieve the above stated goals.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, the Parties do here contract, covenant and agree as follows:

ARTICLE ONE

SCOPE OF SERVICES Section 1.01 Auditing Services

The Telecom Audit Group will conduct an audit of past and present telecommunication billing which covers services and equipment furnished by the client's providers. The purpose is to identify improper charges and errors, including but not limited to, excessive tariffs, excessive features, inflated billing, over provisioning of services, etc;

Section 1.02 Over Charge Recovery

If it is determined a Provider has in the past or is presently overcharging a client, the Telecom Audit Group will ascertain the amount of the overcharge and proceed to take action to recover those overcharges according to guidelines allowed by law and feasible.

LITIGATION

In the event Litigation is required to recover any overcharges, The Client will be consulted and will be the one if they wish to pursuit the claim. Any Litigation will be at the expense of the Client, and The Telecom Audit Group will provide documentation and expert testimony in regards to the overcharges identified in the claim.

Section 1.03 Reduction in Cost

The Client will be advised in writing of the corrective actions necessary to achieve a cost savings on the client's present and future billing.

The Client is *not required to accept* any recommendation given to the client suggested. However, if the client *chooses to accept or implement those recommendations* within a 18 month period from the date of the written suggestion, then standard fees are due as expressed in this agreement.

Section 1.04 Authority To Take Action

Before any action is taken regarding any changes to the client's telecommunication billing, the Telecom Audit Group will submit the recommendation for change in writing, which will be approved in writing by the signature of the person authorized to do so. Once this written permission for change is received, the Telecom Audit Group will make the changes as stated on the recommendation.

ARTICLE TWO

OBLIGATIONS OF THE CLIENT

Section 2.01 Access To Records

The Client will provide access to all telecommunication billing and records in their possession for the Telecom Audit Group to carry out the audits and other services provided in this Agreement.

Section 2.02 Letter of Authority

The Client will execute a Letter of Authority to their telecommunication providers or other documentation that is required that authorizes the Telecom Audit Group to act on the Client's behalf when dealing with any telecommunication provider. This Authority covers request for copies of past and present telecommunication billing or other documents connected to the client's telecommunication billing

Section 2.03 Changes In Services and Equipment

The client is required to keep the Telecom Audit Group informed of any decision being considered, or changes made to their telecommunication network or billing during the term of this agreement.

Section 2.04 Observance of Spirit of Agreement

During the life of this agreement the Client has authorized the Telecom Audit Group to review and perform duties as stated. The Client will not deliberately hinder, restrict, delay or discuss, or make decision affecting any part of their telecommunication network with any provider or seller of telecommunication services or equipment without first discussing all proposals made with the Telecom Audit Group during the term of this agreement.

ARTICLE THREE

Section 3.01 Recovery Fee

If The Telecom Audit Group recovers an overcharge as described in Section 1.02 the client shall pay the Telecom Audit Group a recovery fee equal to fifty percent (50%) of the overcharge amount recovered.

It is understood all recovered amounts will be refunded directly to the Client. Once the client has received the recovered amount, the client will send a copy of the check or credit amount to The Telecom Audit Group documenting the amount has been recovered.

Once this has been verified the fee as stated is then due.

Section 3.02 Corrective Action Fee

Once it has been verified by the client's billing, they have realized a reduction in their future cost through the implementation of the corrective actions taken by the Telecom Audit Group, a corrective action fee of fifty percent (50%) for a period of 18 months from the date the savings occurred is now due.

CONTI- OF CORRECTIVE ACTION FEE

The Corrective Fee is invoiced on a monthly basis after the telecom billing is reviewed and the savings has been verified each month. If the savings stops for any reason, then the fee ceases also.

ARTICLE FOUR

TERM AND TERMINATION

Section 4.01 Term

This Agreement shall be effective from 17th day of July 2017, and shall continue for a primary term of 18 months.

Section 4.02 Renewal

The Client will be informed the agreement is now on a monthly basis and can be terminated in writing giving a 30 day notice to do so, either by the client or the Telecom Audit Group.

LEGALIZE

Applicable Law means this agreement shall be governed by the laws of the state of Kentucky, and the State of Kentucky shall be the proper venue for any legal action arising here from.

The Telecom Audit Group will be responsible for their own overhead and travel expenses related to this audit.

The Client shall not be liable for any expenses of the Telecom Audit Group not previously approved or set out in this agreement.

Audit Exclusions

If there any portions of their Telecommunication Network the client does not wish for the Telecom Audit Group to review, an addendum should state what should be excluded from the audit and attached to this agreement, thereby becoming part of this agreement and covered under the terms of this agreement.

Once the Auditor has begun to audit a particular section of their Telecommunication Network, the client cannot exclude this portion from the audit after or during the time this section is ongoing. However, if the

client wishes to exclude a section of their network from the audit, they can do so as long as the audit has not been started on the section they wish to exclude.

SIGNATURES

The Parties have signified by signing below they agree to the terms as stated in this Participation Agreement.

The Signer For The Telecom Audit Group

Name Bruce K Brooks *Bruce K Brooks*
~~Carl Overton Senior Auditor~~ *Telecom Engineer*

Title Telecom Engineer

Date 7/18, 2017

Signer For The Client

Name Stephen Wood

Title Judge Executive

Date 7/18, 2017

The Signatures of the above Parties has verified they have the authority to enter into this agreement.

ORDINANCE NO. 04-2017-707

AN ORDINANCE OF THE GRANT COUNTY FISCAL COURT ESTABLISHING A SERVICE FEE FOR ENHANCED 911 EMERGENCY DISPATCH SERVICES TO OWNERS OF REAL PROPERTY IN GRANT COUNTY, KENTUCKY

AMENDMENT # 1

WHEREAS, Grant County Fiscal Court as a function of state government and pursuant to KRS 67.083 enjoys the authority and necessary latitude and flexibility to provide and finance various governmental services within broad functional areas specified in the statute; and

WHEREAS, the establishment, maintenance and operation of the Public Safety Answering Point (PSAP) at Kentucky State Police, Post 6, Dry Ridge is an essential public safety service used by residents of Grant County as well as workers and travelers while situated in the County; and

WHEREAS, Grant County Fiscal Court has determined that the current 911 service fee (E 911 service fee) of \$1.99 per telephone line per month as imposed by each city and the County is inadequate to continue to provide reliable, quality emergency communications services due to the replacement of telephone lines by wireless telephones and other technologies; and

WHEREAS, Grant County Fiscal Court has determined that KRS 65.760 provides for alternative methods of funding the operation of enhanced 911 emergency services; and

WHEREAS, Grant County Fiscal Court has determined that a 911 service fee imposed on each individual residential unit and each individual commercial unit will result in a more fair distribution of the burden of funding this service and create a more stable funding source; and

WHEREAS, the 911 service fee imposed on residential and commercial units will generate approximately the same revenue that was projected to be received from the telephone line fees, thus being revenue neutral; and

WHEREAS, Grant County Fiscal Court has the authority to set penalties for the failure to abide by the terms of its Ordinances; **NOW, THEREFORE**,

BE IT ORDAINED BY THE GRANT COUNTY FISCAL COURT THAT:

Ordinance No. 04-2017-707 is hereby enacted and shall read in full as follows:

COLLECTION OF 911 SERVICE FEE

(A) For the purposes of this Ordinance, a 911 service fee shall be defined as an annual fee of \$36.00 imposed upon each occupied individual residential unit and each occupied individual commercial unit located upon each parcel of real property located within

the County of Grant, as determined from the records of the Grant County Property Valuation Administrator's Office. A residential unit shall be defined as a principal residential space occupied or designed for occupancy for residential purposes. A commercial unit shall be defined as a principal non-residential building space of any size occupied or designed for occupancy by an individual non-residential business or public or private enterprise. A unit occupied as of October 1 shall be deemed occupied. A unit not occupied as of October 1 shall be deemed not occupied and shall not be subject to the 911 service fee.

- (B) The 911 service fees collected shall be used for the delivery of Enhanced 911 emergency telephone service as provided for by KRS 65.760.
- (C) The 911 service fee shall be placed upon the Grant County ad valorem property tax bills prepared by the Grant County Clerk pursuant to KRS 133.220(2) for the year beginning January 1, 2017 and continuing every year thereafter.
- (D) For the year beginning January 1, 2017 only, owners of all occupied rental units shall be eligible to claim a credit of \$18.00 per unit against the annual fee due. This credit, which is the equivalent of a 6-months share of the fee, is granted to allow owners of rental property additional time to fully recover the amount of the fee from tenants. In subsequent years, the full amount of the annual 911 service fee shall be paid for all occupied units.
- (E) The Fiscal Court shall by resolution appoint an Appeals Board to consider and resolve any claims of incorrect determination of occupied individual residential units or occupied individual commercial units.
- (F) All 911 service fees shall be collected by the Grant County Sheriff and transferred to the Treasurer of the Grant County E-911 account for payment to the Public Safety Communication Account on a timely basis as determined by the Judge/Executive pursuant to Executive Order. The County Clerk and Sheriff shall be entitled to a reasonable fee to defray the actual costs of collection and disbursement of 911 service fees.
- (G) The failure of any real property owner to pay the 911 service fee as set forth in this Chapter shall be punishable as a Class A Misdemeanor.

The provisions of this Ordinance are severable, and the invalidity of any provision of this Ordinance shall not affect the validity of any other provision thereof, and such other provisions shall remain in full force and effect as long as they remain valid in the absence of those provisions determined to be invalid.

This Ordinance shall take effect and be in full force from and after its passage, publication and recording, according to law.

All Ordinances in conflict with this Ordinance, or portions thereof, shall be deemed repealed from and after the effective date of this Ordinance, to the extent of such conflict.

Introduced, given first reading and ordered published this the 17th day of July, 2017.

Given second reading, passed by the Grant County Fiscal Court and ordered recorded this
the _____ day of August, 2017.

GRANT COUNTY FISCAL COURT

BY: _____
STEPHEN P. WOOD
GRANT COUNTY JUDGE/EXECUTIVE

ATTEST: _____
PAT CONRAD
GRANT FISCAL COURT CLERK

First Advertisement: July 20, 2017
Second Advertisement: _____

NOTICE

The Grant County Fiscal Court will hold the second reading of Amendment number one to Ordinance No.04-2017-707 establishing a Service Fee for Enhanced 911 Emergency Dispatch Services to Owners of Real Property in Grant County, Kentucky. in the Second Floor Courtroom, Grant County Courthouse, 101 North Main Street, Williamstown, Kentucky 41097, on Monday August 7, 2017, at 7:00 P.M. or as soon thereafter as possible.

All interested citizens are invited to attend the second reading of this Ordinance.

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

Dated this the 17th day of July, 2017.

ATTEST:


GRANT COUNTY FISCAL
FISCAL COURT CLERK


GRANT COUNTY
JUDGE/EXECUTIVE

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, 2017, 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

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, 2017, this amount is **\$886,993.92** (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 2018.

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 **\$516,230.00**

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.