

Minutes of the Grant County Fiscal Court April 2, 2018

The Grant County Fiscal Court met in Regular Session on Monday, April 2, 2018, 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 Shawna Coldiron, and Magistrate Bobby Newman. Magistrate Jacquelyn Riley was out of town. Deputy Judge Pat Conrad, and Joe Taylor, Grant County Attorney were also present.

The following guests were in attendance: Steve Tatum, Grant County Road Supervisor, Howard Chipman Jr., Chris Hankins, Grant County Jailer, Norman Whitney with Grant County Prays, Peggy Updike, Grant County Treasurer, Amanda Kelly with the Grant County News, David Rose, Chuck Dills, Grant County Sheriff, Steve Coldiron, Ana Rivera and Debby Angel.

CALL TO ORDER:

Judge/Executive Stephen Wood called the meeting to order and Brother Norman Whitney of Grant County Prays offered the invocation after which Judge/Executive Wood then led in the pledge of allegiance.

Judge/Executive Stephen Wood then opened the floor for the Citizens Address and gave the audience the opportunity to address the court. No one chose to address the court.

Judge/Executive Stephen Wood presented for approval the minutes of the March 19, 2018, Grant County Fiscal Court meeting. Motion of Magistrate Coldiron, seconded by Magistrate Newman to approve the minutes of the March 19, 2018, meeting as presented.

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

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Judge/Executive Stephen Wood presented for review and a motion to approve the claims dated April 2, 2018, drawn on the General Fund, Road Fund, and Jail Fund, along with the transfers as presented.

Motion of Magistrate Newman, seconded by Magistrate Coldiron to approve the claims dated April 2, 2018, drawn on the General Fund, Road Fund, and Jail Fund, along with the transfers as presented.

Judge/Executive Stephen Wood directed the clerk to call the roll, whereupon all members present voted in the affirmative with the exception that Magistrate Coldiron does not approve any Owen Electric claims as she is an employee of that company.

Judge/Executive Stephen Wood presented for a First Reading, Ordinance # 02-2018-216 regarding a budget Amendment # 1 to the 2017-2018 budget, along with the notice to run in the local paper showing a Second Reading to be held on April 16, 2108, at 7:00 P.M. or as soon thereafter as possible.

Judge/Executive Stephen Wood presented the proposed Jail Budget for 2018-2019 Fiscal year. No-Action-Is-Required as it is for review only, but the budget will be incorporated into the overall County budget.

Judge/Executive Stephen Wood presented the 2018-2019 budget for the Grant County Conservation District. This is for review only and does not require action.

Judge/Executive Stephen Wood presented for a motion, approval of the Master Services, Products and license agreement with Cincinnati Bell Technology Solutions for telephone services in certain Grant County offices and grant to permission for Judge/Executive Stephen Wood to sign the agreement. This new agreement will save the county approximately \$300.00 a month on telephone services.

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Motion of Magistrate Coldiron, seconded by Magistrate Newman to approve the Master Services, Products and license agreement with Cincinnati Bell Technology Solutions and grant permission for 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 presented for a motion to appoint Eual "Colby" McClure as a Part-Time laborer for the parks department at an hourly rate of \$13.20 per hour effective April 9, 2018.

Motion of Magistrate Newman, seconded by Magistrate Coldiron to appoint Eual "Colby" McClure as a Part-Time laborer for the parks department at an hourly rate of \$13.20 per hour effective April 9, 2018.

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

Judge/Executive Stephen Wood shared that he had met with an engineer to look at the back of the courthouse, and will meet with a representative of Tate Builders on Wednesday to see if it is possible to match the brick on the back of the courthouse, but that will be difficult to do. He went today and looked at the bridge at the bottom of Heathen Ridge Road and said that there is some 80/20 money available to replace bridges. Mr. Steve Tatum, County Road Supervisor informed the court that he will meet with a bridge builder on Tuesday or Wednesday. He said that the culverts are collapsed underneath the bridge. Steve Tatum will report back to the court when he knows something.

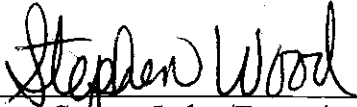
Judge/Executive Stephen Wood stated that the court needs to go into executive session to

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the court go into a closed session to discuss pending litigation. The motion was seconded by Magistrate Newman. The Fiscal Court went into closed session at 7:20 P.M. and motion was made at 7:50 P.M. by Magistrate Coldiron and seconded by Magistrate Newman to come out of the closed session.

Judge/Executive Stephen Wood reminded the court that the next meeting of the Grant County Fiscal Court will be held on Monday, April 16, 2018 at 7:00 P.M. or until the call of the chair.

Motion of Magistrate Newman, seconded by Magistrate Coldiron to adjourn until Monday, April 16, 2018, or until the call of the chair.



Grant County Judge/Executive
Stephen P. Wood

Invoice Date	Invoice Number	Type	Description	Terms Code	Due Date	1099 Type	Invoice Amount	Payment Amount
Vendor: 1WALKERPAT								
04/02/18	01-18-0232	I	LLOYD WELFARE HOUSE	COD	04/02	N/A	25.00	.00
	Account:		0154015670	Amount			25.00	
Vendor Total: 1WALKERPAT							25.00	.00
Vendor: BULLOCKPEN								
04/02/18	01-18-0240	I	BULLOCK PEN WATER DISTRICT WATER	COD	04/02	N/A	100.00	.00
	Account:		0154015780	Amount			100.00	
Vendor Total: BULLOCKPEN							100.00	.00
Vendor: C0145								
04/02/18	01-18-0241	I	CITY OF DRY RIDGE WATER	COD	04/02	N/A	55.48	.00
	Account:		0154015780	Amount			55.48	
Vendor Total: C0145							55.48	.00
Vendor: CRYSTALSPR								
04/02/18	01-18-0245	I	CRYSTAL AND HINCKLEY INV. 030118 032918	COD	04/02	N/A	177.88	.00
	Account:		0150154450	Amount			177.88	
Vendor Total: CRYSTALSPR							177.88	.00
Vendor: DELL								
04/02/18	01-18-0237	I	DELL MARKETING L.P INV. 10230721287	COD	04/02	N/A	1,632.36	.00
	Account:		0150577050	Amount			1,632.36	
Vendor Total: DELL							1,632.36	.00
Vendor: DUKEENERGY								
04/02/18	01-18-0219	I	DUKE ENERGY NATURAL GAS	COD	04/02	N/A	1,722.42	.00
	Account:		0150805830	Amount			252.50	
	Account:		0150805830	Amount			1,469.92	
Vendor Total: DUKEENERGY							1,722.42	.00
Vendor: F1139								
04/02/18	01-18-0229	I	FISCALSOFT CORPORATION ORDER NO. 2018-030	COD	04/02	N/A	3,400.00	.00
	Account:		0150477050	Amount			3,400.00	
Vendor Total: F1139							3,400.00	.00
Vendor: FEBCO101								
04/02/18	01-18-0238	I	GRANT COUNTY FEBCO FUND INV. 21981	COD	04/02	N/A	114.00	.00
	Account:		0194002030	Amount			114.00	
Vendor Total: FEBCO101							114.00	.00
Vendor: G1700								
04/02/18	01-18-0220	I	GRANT COUNTY CLERK RENEWAL OF REGISTRATION	COD	04/02	N/A	50.00	.00
	Account:		0151355920	Amount			50.00	
Vendor Total: G1700							50.00	.00
Vendor: H5090								
04/02/18	01-17-0246	I	HD SUPPLY / FACILITIES MAINT HOG HAIR FILTER ROLL	COD	04/02	N/A	118.36	.00
	Account:		0150815160	Amount			118.36	
Vendor Total: H5090							118.36	.00
Vendor: K1200								
04/02/18	01-18-0236	I	KENTUCKY STATE TREASURER INV. 263204	COD	04/02	N/A	441.81	.00
	Account:		0194002020	Amount			189.30	
	Account:		0194002030	Amount			252.51	
Vendor Total: K1200							441.81	.00
Vendor: M1108								
04/02/18	01-18-0228	I	MILLENNIUM BUSINESS INV. 145601	COD	04/02	N/A	230.10	.00
	Account:		0150014450	Amount			6.66	
	Account:		0150014450	Amount			121.57	
	Account:		0150154450	Amount			94.10	

**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: 0152054450	Amount			7.77	
							Vendor Total: M1108	230.10
								.00
Vendor: O1300			OFFICE DEPOT					
04/02/18	01-18-0242	I	OFFICE SUPPLIES	COD	04/02	N/A	52.92	.00
			Account: 0150154450	Amount			52.92	
							Vendor Total: O1300	52.92
								.00
Vendor: O7904			U.S. BANCORP EQUIPMENT					
04/02/18	01-18-0225	I	INV. 353014269	COD	04/02	N/A	587.86	.00
			Account: 0150013330	Amount			117.58	
			Account: 0150154450	Amount			235.14	
			Account: 0152124450	Amount			117.57	
			Account: 0152054450	Amount			117.57	
							Vendor Total: O7904	587.86
								.00
Vendor: OWENELECTR			OWEN ELECTRIC COOPERATIVE					
04/02/18	01-18-0247	I	ELECTRIC AT MT. ZION	COD	04/02	N/A	306.79	.00
			Account: 0150855780	Amount			306.79	
							Vendor Total: OWENELECTR	306.79
								.00
Vendor: POSTMASTER			POSTMASTER					
04/02/18	01-18-0222	I	4 ROLLS OF STAMPS	COD	04/02	N/A	200.00	.00
			Account: 0150155630	Amount			200.00	
							Vendor Total: POSTMASTER	200.00
								.00
Vendor: Q1502			QUICK LUBE PLUS					
04/02/18	01-18-0221	I	INV. 26157	COD	04/02	N/A	25.39	.00
			Account: 0150155920	Amount			25.39	
							Vendor Total: Q1502	25.39
								.00
Vendor: R9001			REPUBLIC SERVICES # 798					
04/02/18	01-18-0230	I	SOLID WASTE	COD	04/02	N/A	389.66	.00
			Account: 0154013660	Amount			107.79	
			Account: 0154013660	Amount			123.96	
			Account: 0152053660	Amount			157.91	
							Vendor Total: R9001	389.66
								.00
Vendor: REDWINGSOF			RED WING SOFTWARE, INC.					
04/02/18	01-18-0223	I	INV. A154679	COD	04/02	N/A	639.00	.00
			Account: 0150573180	Amount			639.00	
							Vendor Total: REDWINGSOF	639.00
								.00
Vendor: S9540			JOYCE SLAYBACK					
04/02/18	01-18-0243	I	FUEL REIMBURSEMENT	COD	04/02	N/A	25.00	.00
			Account: 0152054550	Amount			25.00	
							Vendor Total: S9540	25.00
								.00
Vendor: SELECTPEST			SELECT PEST CONTROL					
04/02/18	01-18-0248	I	PEST CONTROL	COD	04/02	N/A	100.00	.00
			Account: 0150804060	Amount			100.00	
							Vendor Total: SELECTPEST	100.00
								.00
Vendor: SPRINT			SPRINT SOLUTIONS INC.					
04/02/18	01-18-0235	I	INV. 190200025-198 & 204	COD	04/02	N/A	134.40	.00
			Account: 0150015730	Amount			75.87	
			Account: 0150015730	Amount			58.53	
							Vendor Total: SPRINT	134.40
								.00
Vendor: STATEINDUS			STATE INDUSTRIAL PRODUCTS					
04/02/18	01-18-0224	I	INV. 900401963	COD	04/02	N/A	135.41	.00
			Account: 0150804060	Amount			135.41	

**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: STATEINDUS							135.41	.00
Vendor: T1010			TRIPLE C SERVICE & TOWING					
04/02/18	01-18-0226	I	INV. 1373	COD	04/02	Misc Box7	125.00	.00
	Account: 0150155920		Amount	125.00				
Vendor Total: T1010							125.00	.00
Vendor: UTILITYREV			CITY OF WILLIAMSTOWN					
04/02/18	01-18-0239	I	UTILITIES	COD	04/02	N/A	7,673.20	.00
	Account: 0150155780		Amount	384.25				
	Account: 0150805820		Amount	781.46				
	Account: 0150805820		Amount	1,262.04				
	Account: 0150815780		Amount	3,959.02				
	Account: 0152055780		Amount	178.87				
	Account: 0152055780		Amount	171.10				
	Account: 0154015780		Amount	36.46				
	Account: 0150015730		Amount	900.00				
Vendor Total: UTILITYREV							7,673.20	.00
Vendor: VERIZONWIR			VERIZON WIRELESS					
04/02/18	01-18-0233	I	INV. 742050051-00002	COD	04/02	N/A	480.51	.00
	Account: 0150015730		Amount	480.51				
04/02/18	01-18-0234	I	INV. 9804141505	COD	04/02	N/A	402.15	.00
	Account: 0150015730		Amount	402.15				
Vendor Total: VERIZONWIR							882.66	.00
Vendor: W13576			ALL PET'S ANIMAL CLINIC INC					
04/02/18	01-18-0227	I	INV. 131055	COD	04/02	N/A	12.00	.00
	Account: 0152053850		Amount	12.00				
Vendor Total: W13576							12.00	.00
Vendor: W5804			WINDSTREAM					
04/02/18	01-18-0231	I	INV. 69922815	COD	04/02	N/A	281.07	.00
	Account: 0150015730		Amount	281.07				
Vendor Total: W5804							281.07	.00
Vendor: WESTCOCONS			WESTCO CONSULTING, INC.					
04/02/18	01-18-0244	I	INV. # 2421	COD	04/02	N/A	1,755.00	.00
	Account: 0150573180		Amount	1,755.00				
Vendor Total: WESTCOCONS							1,755.00	.00
Report Total:							21,392.77	.00

*** Report Options ***

Vendors: ALL

Invoice Dates: 04/02/2018 to 04/02/2018

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: BOBSUMEREL BOB SUMEREL TIRE CO., INC								
04/03/18	02-18-0106	I	REPAIRS TO LOADERS	COD	04/03	N/A	636.50	.00
	Account: 0261055880		Amount	636.50				
Vendor Total: BOBSUMEREL							636.50	.00
Vendor: C0145 CITY OF DRY RIDGE								
04/03/18	02-18-0103	I	WATER BILL	COD	04/03	N/A	26.44	.00
	Account: 0261055780		Amount	26.44				
Vendor Total: C0145							26.44	.00
Vendor: CIN1025 CINTAS CORPORATION								
04/03/18	02-18-0097	I	INV. 5009665471	COD	04/03	N/A	46.99	.00
	Account: 0261054270		Amount	46.99				
Vendor Total: CIN1025							46.99	.00
Vendor: K0085 KELLY BROTHERS LUMBER CO.								
04/03/18	02-18-0104	I	MAILBOX/QUICKRETE	COD	04/03	N/A	88.28	.00
	Account: 0261054270		Amount	88.28				
Vendor Total: K0085							88.28	.00
Vendor: K0600 KINMON STEEL COMPANY								
04/03/18	02-18-0101	I	INV. 9891	COD	04/03	Misc Box7	125.00	.00
	Account: 0261055880		Amount	125.00				
Vendor Total: K0600							125.00	.00
Vendor: K5719 KOI PRECAST CONCRETE								
04/03/18	02-18-0100	I	INV. 6081	COD	04/03	Misc Box7	233.00	.00
	Account: 0261054270		Amount	233.00				
Vendor Total: K5719							233.00	.00
Vendor: P3422 PNC BANK								
04/03/18	02-18-0105	I	PAYMENT ON LEASED	COD	04/03	N/A	6,855.85	.00
	Account: 0261057130		Amount	6,855.85				
Vendor Total: P3422							6,855.85	.00
Vendor: UTILITYREV CITY OF WILLIAMSTOWN								
04/03/18	02-18-0102	I	UTILITIES	COD	04/03	N/A	227.17	.00
	Account: 0261055780		Amount	227.17				
Vendor Total: UTILITYREV							227.17	.00
Vendor: VERIZONWIR VERIZON WIRELESS								
04/03/18	02-18-0099	I	CELL PHONES/TATUM, BRUCE	COD	04/03	N/A	96.91	.00
	Account: 0261055730		Amount	96.91				
Vendor Total: VERIZONWIR							96.91	.00
Vendor: WHAYNESUPP WHAYNE SUPPLY CO								
04/03/18	02-18-0098	I	RENTAL / REPAIR PARTS	COD	04/03	N/A	569.53	.00
	Account: 0261055880		Amount	266.28				
	Account: 0261053640		Amount	303.25				
Vendor Total: WHAYNESUPP							569.53	.00
Report Total:							8,905.67	.00

*** Report Options ***
 Vendors: ALL
 Invoice Dates: 04/03/2018 to 04/03/2018
 Invoice Type: ALL
 Invoice Status: ALL
 Dates Entered: ALL
 *** End of Report ***

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Jail Fund

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Invoice Entry List (Detail)

Invoice Date	Invoice Number	Type	Description	Terms Code	Due Date	1099 Type	Invoice Amount	Payment Amount
Vendor: ASELECTRIC A & S ELECTRICAL SUPPLY, INC.								
04/04/18	03-18-0137	I	INV. 663633	COD	04/04	N/A	375.00	.00
	Account: 0351013340		Amount	375.00				
Vendor Total: ASELECTRIC							375.00	.00
Vendor: C6365 CINTAS FIRE 636525								
04/04/18	03-18-0120	I	INV. 0335650248	COD	04/04	N/A	3,205.74	.00
	Account: 0351013330		Amount	3,205.74				
Vendor Total: C6365							3,205.74	.00
Vendor: CINBELL CBTS								
04/04/18	03-18-0119	I	ACCT. # 1982510	COD	04/04	N/A	219.65	.00
	Account: 0351015730		Amount	219.65				
Vendor Total: CINBELL							219.65	.00
Vendor: DKCRADIO DKC RADIO								
04/04/18	03-18-0121	I	INV. 4101	COD	04/04	N/A	100.00	.00
	Account: 0351017030		Amount	100.00				
Vendor Total: DKCRADIO							100.00	.00
Vendor: G1007 BRITTNEY GILLIAM								
04/04/18	03-18-0123	I	11.75 HOURS OF TRAINING	COD	04/04	N/A	135.13	.00
	Account: 0351011230		Amount	135.13				
Vendor Total: G1007							135.13	.00
Vendor: G2195 GARCIA CLINICAL LABRATORY								
04/04/18	03-18-0122	I	INV. 42481 42994 43292	COD	04/04	N/A	1,778.00	.00
	Account: 0351013430		Amount	1,778.00				
Vendor Total: G2195							1,778.00	.00
Vendor: H0800 HOWE HEATING & COOLING								
04/04/18	03-18-0132	I	INV. 15829	COD	04/04	Misc Box7	189.00	.00
	Account: 0351015160		Amount	189.00				
Vendor Total: H0800							189.00	.00
Vendor: I0610 IVEY MECHANICAL COMPANY,								
04/04/18	03-18-0129	I	INV. 82695	COD	04/04	Misc Box7	1,185.00	.00
	Account: 0351015160		Amount	1,185.00				
Vendor Total: I0610							1,185.00	.00
Vendor: K0085 KELLY BROTHERS LUMBER CO.								
04/04/18	03-18-0138	I	BUILDING REPAIRS	COD	04/04	N/A	106.00	.00
	Account: 0351013340		Amount	106.00				
Vendor Total: K0085							106.00	.00
Vendor: K1200 KENTUCKY STATE TREASURER								
04/04/18	03-18-0135	I	INV. 263204	COD	04/04	N/A	729.34	.00
	Account: 0394002030		Amount	729.34				
Vendor Total: K1200							729.34	.00
Vendor: M0826 MTJ AMERICAN, LLC								
04/04/18	03-18-0134	I	INV. 12121	COD	04/04	Misc Box7	2,647.71	.00
	Account: 0351014370		Amount	2,647.71				
Vendor Total: M0826							2,647.71	.00
Vendor: M1108 MILLENNIUM BUSINESS								
04/04/18	03-18-0131	I	INV. 145601	COD	04/04	N/A	242.36	.00
	Account: 0351014450		Amount	242.36				
Vendor Total: M1108							242.36	.00
Vendor: O7904 U.S. BANCORP EQUIPMENT								
04/04/18	03-18-0127	I	INV. 353014269	COD	04/04	N/A	235.14	.00
	Account: 0351014450		Amount	235.14				

**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: Q7904							235.14	.00
Vendor: QCHC200	QCHC OF KENTUCKY, INC							
04/04/18	03-18-0124	I	INV. 3527	COD	04/04	Misc Box6	52,000.00	.00
	Account: 0351013860		Amount	52,000.00				
Vendor Total: QCHC200							52,000.00	.00
Vendor: R9001	REPUBLIC SERVICES # 798							
04/04/18	03-18-0133	I	SOLID WASTE	COD	04/04	N/A	546.93	.00
	Account: 0351013660		Amount	546.93				
Vendor Total: R9001							546.93	.00
Vendor: S0610	LARRY SIMPSON							
04/04/18	03-18-0125	I	REIMBURSEMENT	COD	04/04	N/A	20.00	.00
	Account: 0351014550		Amount	20.00				
Vendor Total: S0610							20.00	.00
Vendor: S8368	STAPLES BUSINESS							
04/04/18	03-18-0126	I	INV. 8049061905	COD	04/04	N/A	229.36	.00
	Account: 0351014450		Amount	229.36				
Vendor Total: S8368							229.36	.00
Vendor: UTILITYREV	CITY OF WILLIAMSTOWN							
04/04/18	03-18-0136	I	UTILITIES	COD	04/04	N/A	18,600.41	.00
	Account: 0351015780		Amount	4,903.38				
	Account: 0351015780		Amount	9,004.95				
	Account: 0351015780		Amount	4,204.78				
	Account: 0351015780		Amount	109.80				
	Account: 0351015780		Amount	19.00				
	Account: 0351015780		Amount	275.70				
	Account: 0351015780		Amount	82.80				
Vendor Total: UTILITYREV							18,600.41	.00
Vendor: V7025	VICTORY SUPPLY							
04/04/18	03-18-0128	I	INV. 0020138	COD	04/04	N/A	930.25	.00
	Account: 0351014530		Amount	930.25				
Vendor Total: V7025							930.25	.00
Vendor: W0128	SCOTT WOLFE							
04/04/18	03-18-0130	I	REIMBURSEMENT	COD	04/04	N/A	5.81	.00
	Account: 0351014060		Amount	5.81				
Vendor Total: W0128							5.81	.00
Report Total:							83,480.83	.00

*** Report Options ***

Vendors: ALL

Invoice Dates: 04/04/2018 to 04/04/2018

Invoice Type: ALL

Invoice Status: ALL

Dates Entered: ALL

*** End of Report ***

Order to Transfer

4/2/2018

GENERAL FUND	Line Item	Debit	Credit
Reserves for Transfers	01-9200-999	\$4,000.00	
Natural Gas/Courthouse	01-5080-583		\$4,000.00
Totals		\$4,000.00	\$4,000.00

ORDER OF TRANSFER

4/2/2018

Jail Fund	Line Item	Debit	Credit
Medical Contracts	03-5101-386	\$3,205.74	
Maintenance Agreements	03-5101-333		\$3,205.74
Medical Contracts	03-5101-386	\$481.00	
Building Repairs	03-5101-334		\$481.00
Medical Contracts	03-5101-386	\$1,778.00	
Specialized Health Care	03-5101-343		\$1,778.00
Medical Contracts	03-5101-386	\$546.93	
Solid Waste Pickup	03-5101-366		\$546.93
Medical Contracts	03-5101-386	\$2,647.71	
Linens & Mattresses	03-5101-437		\$2,647.71
Medical Contracts	03-5101-386	\$706.86	
Office Supplies	03-5101-445		\$706.86
Medical Contracts	03-5101-386	\$755.11	
Prisoner Hygiene	03-5101-453		\$755.11
Medical Contracts	03-5101-386	\$18,600.41	
Utilities	03-5101-578		\$18,600.41
Total		\$28,721.76	\$28,721.76

AN ORDINANCE RELATING TO THE ANNUAL BUDGET AND AMENDMENT THEREOF:

Whereas the County of Grant has realized unbudgeted receipts from unanticipated revenue from Commonwealth of Kentucky, contracts with state & other counties, pay phone commissions, medical, insurance and miscellaneous reimbursements & prior year carry over.

Be it ordained by the Fiscal Court of County of Grant, Commonwealth of Kentucky: **Section One:** The budget for fiscal year 2017-2018 is amended to:

A. Increase the receipts of the General & Jail fund(s) by \$ 367,982.66 to include unbudgeted receipts from:

Account Code	Description	Amount
<u>01-4503</u>	<u>Federal Reimbursements</u>	by \$ <u>69,254.01</u>
<u>01-4506</u>	<u>State Reimbursements</u>	by \$ <u>11,080.65</u>
<u>01-4541</u>	<u>DES Reimbursements</u>	by \$ <u>12,000.00</u>
<u>01-4909</u>	<u>Cash Transfer Out</u>	by <u>(\$80,334.66)</u>
<u>02-4910</u>	<u>Cash Transfer In</u>	by \$ <u>80,334.66</u>
<u>03-4901</u>	<u>Prior Year Carry Over</u>	by \$ <u>131,219.00</u>
<u>03-4536</u>	<u>Contacts with Others</u>	by \$ <u>41,819.00</u>
<u>03-4536A</u>	<u>Contacts with State</u>	by \$ <u>36,430.00</u>
<u>03-4702</u>	<u>Pay Phone Commission</u>	by \$ <u>38,263.00</u>
<u>03-4727A</u>	<u>Medical Reimbursements</u>	by \$ <u>7,156.00</u>
<u>03-4727B</u>	<u>Miscellaneous Reimbursements</u>	by \$ <u>8,769.00</u>
<u>03-4733</u>	<u>Insurance Reimbursements</u>	by \$ <u>11,992.00</u>

B. Increase expenditure account(s):

Account Code	Description	Amount
<u>01-5135-739A</u>	<u>Equipment Acquisition</u>	by \$ <u>12,000.00</u>
<u>02-6105-447</u>	<u>Road Maintenance</u>	by \$ <u>80,334.66</u>
<u>03-9200-999</u>	<u>Reserve for Transfers</u>	by \$ <u>275,648.00</u>

Section Two:

The amounts adjusting the receipt and expenditure accounts in Section One are for governmental purposes

Approved by the Fiscal Court of Grant County, Kentucky, this day, the 2nd day of April, 2018.

Signed Stephen Wood
 Stephen Wood, County Judge/Executive

Approved as to form and classification this _____ day of _____, 20____.

Signed _____
 Sandy Dunahoo, State Local Finance Officer

This budget ordinance amendment was duly adopted by the Fiscal Court of Grant County, Kentucky, this day, the _____ day of _____, 20____.

Signed _____
 Stephen Wood, County Judge/Executive

LF 1001.002			
Rev. 01/00			Receipts
	Source	Code	Jail
1	Jail Allotment	4533	33,500
2	Medical Allotment	4534	3,000
3	HB452: Court Cost Jail OP	4535	7,500
4	Contracts W/Countys	4536	38,000
5	Contracts State Crew	4536A	10,500
6	State Prisoner	4537	4,000,000
7	DUI Fees	4538	3,500
8	Soc Sec Incentive	4559	7,000
9	HB413: Court Cost Jail	4567	8,000
10	HB463: Corrections Assistance	4569	40,000
11	Work Release Pr.	4618	8,000
12	Bond Fees	4633	1,000
13	SB 332: Housing/Booking	4634	40,000
14	Drug Test	4699	5,000
15	Pay Phone Commissions	4702	125,000
16	Medical Reimbursements	4727A	15,000
17	Reimbursement	4727B	10,000
18	Miscellaneous	4731	1,000
19	Insurance Reimbursement	4733	500
20	Transports	4799	500
21	Int. Chk.Account	4806	500
23	Total Revenues		4,357,500
24	Prior Yr Carry Over	4901	
25	Transfer Out	4909	0
26	Transfer In	4910	788,310
27	Borrowed Money	4911	0
28	Borrowed Money	4911A	
29	Total Available		5,145,810

LF 1001.010	Jail Fund	
Rev 01/00	Budget Appropriations	Grant County
Account Code	Description	Appropriation Amount
03-5101	PERSONNEL	
03-5101-101	Jailers Salary	93,085
03-5101-123	Jail Personnel	1,260,412
03-5101-123B	Jail Personnel - Overtime	234,576
	Total Personnel:	1,588,073
03-5101	OPERATING EXPENSES	
03-5101-333	Maintenance Agreements	15,000
03-5101-334	Building Repairs	18,000
03-5101-336	Equipment Repairs	12,500
03-5101-343	Specialized Healthcare	75,000
03-5101-346	Pest Control	1,000
03-5101-364	Rental Equipment	1,000
03-5101-366	Solid Waste Pickup	6,500
03-5101-382	Drug Testing	7,500
03-5101-386	Medical Contracts	715,000
03-5101-406	Building Materials and Supplies	5,000
03-5101-408	Ground Maintenance Supplies	1,000
03-5101-411	Custodial Supplies	10,000
03-5101-425	Food Service Contract	425,000
03-5101-437	Linens & Mattresses	12,000
03-5101-445	Office Supplies	14,000
03-5101-453	Prisoner Hygiene	32,000
03-5101-455	Petroleum Products, Gas, Oil, Etc.	7,000
03-5101-465	Prisoner Clothing	10,000
03-5101-481	Staff Uniforms	7,000
03-5101-512	Electrical Maintenance & Repairs	5,000
03-5101-516	Heating & Air Condition. Maint. & Reps.	36,000
03-5101-531	Bond Premium	105
03-5101-535	Vehicle Insurance	9,560
03-5101-547	Medical Claims-Hepatitis B Shots	250
03-5101-573	Telephone	7,000
03-5101-576	Staff Travel	500
03-5101-578	Utilities	270,000
03-5101-583	Natural Gas	65,000
03-5101-587	Plumbing Maintenance and Repairs	9,500
03-5101-592	Vehicle Repairs	2,000
03-5101-599	Miscellaneous Expenses	1,000
03-5101-703	Communication Devices	4,000
03-5101-705	Data Processing Equipment	3,000
	Total Operating Expenses:	1,787,415

LF 1001.011	Jail Fund	
Rev. 01/00	Budget Appropriations	Grant County
Account Code	Description	Appropriation Amount
03-5101	EQUIPMENT	
03-5101-717	Law Enforcement Equip	80,000
03-5101-739	Other Equipment	10,000
	Total Equipment:	90,000
	Subtotal for 5000:	3,465,488
	LEASE	
03-7700-602	Principal	370,000
03-7700-606	Interest	115,144
		485,144
03-9100	ADMINISTRATION	
03-9100-212	HB 810-Training	4,100
03-9100-525	Building Insurance	24,288
03-9100-529	Liability Insurance	50,000
03-9100-551	Association Dues	1,500
03-9100-569	Staff Training, Registrations, Conf., Meals, Etc.	2,500
03-9200-999	Reserve for Transfers	52,000
03-9400-201	Social Security	121,488
03-9400-202	Retirement	421,548
03-9400-203	Employee Insurance	450,000
03-9400-208	Unemployment Insurance	14,635
03-9400-209	Worker's Compensation	53,119
	Subtotal for 9000:	1,195,178
	TOTAL JAIL FUND:	5,145,810

**ANNUAL BUDGET
GRANT COUNTY CONSERVATION DISTRICT
JULY 1, 2018-JUNE 30, 2019**

BALANCE BROUGHT FORWARD JULY 1, 2017

\$288,500.00

RECEIPTS

R10000 TAXES			<u>\$109,000.00</u>
R10100 MILLAGE TAX		\$103,000.00	
R10200 DELINQUENT TAX		\$2,500.00	
R10300 FRANCHISE TAX		\$3,500.00	
R10400 MINERAL TAX		\$0.00	
R10500 TELECOMMUNICATIONS TAX		\$0.00	
R10600 SAND AND GRAVEL TAX		\$0.00	
R10700 SALES TAX		\$0.00	
R20000 PERMITS AND LICENSES			<u>\$0.00</u>
R30000 PAYMENTS IN LIEU OF TAXES			<u>\$0.00</u>
R40000 INTERGOVERNMENTAL REVENUES			<u>\$1,600.00</u>
R40100 FISCAL COURT		\$0.00	
R40110 GENERAL FUNDS	\$0.00		
R40120 DEAD ANIMAL	\$0.00		
R40130 OTHER	\$0.00		
R40200 CITY		\$0.00	
R40300 STATE		\$1,600.00	
R40310 DIRECT AID	\$1,600.00		
R40320 STATE COST SHARE	\$0.00		
R40330 ENVIRONMENTAL GRANT	\$0.00		
R40340 GOAP	\$0.00		
R40341 CAIP LANDOWNER FUNDS	\$0.00		
R40342 ADMINISTRATIVE	\$0.00		
R40343 SHARED USE	\$0.00		
R40344 DEAD ANIMAL REMOVAL	\$0.00		
R40350 EQUIPMENT LOAN	\$0.00		
R40360 319 GRANTS	\$0.00		
R40361 PROGRAM FUNDING	\$0.00		
R40362 ADMINISTRATIVE	\$0.00		
R40400 FEDERAL		\$0.00	
R40410 EMPLOYEE PARTNERSHIP PROGRAMS	\$0.00		
R40420 NACD GRANTS	\$0.00		
R40430 PRIDE	\$0.00		
R40440 WATERSHED FUNDS	\$0.00		
R50000 CHARGES FOR SERVICES			<u>\$2,080.00</u>
R50100 EQUIPMENT RENTAL		\$2,080.00	
R50110 EQUIPMENT #1	\$1,000.00		
R50120 EQUIPMENT #2	\$1,000.00		
R50130 EQUIPMENT #3	\$80.00		
R50140 EQUIPMENT #4	\$0.00		
R50150 EQUIPMENT #5	\$0.00		
R50200 INFRASTRUCTURE RENTAL		\$0.00	
R50300 DISTRICT SALES		\$0.00	
R60000 OTHER REVENUES			<u>\$0.00</u>
R60100 REIMBURSEMENTS		\$0.00	
R60200 SURPLUS PROPERTY		\$0.00	
R60300 EQUIPMENT LOAN CONTRACTOR PAYMENTS		\$0.00	
R60310 PRINCIPAL	\$0.00		
R60320 INTEREST	\$0.00		
R60330 FEES	\$0.00		
R60400 GRANTS FROM PARTNERS		\$0.00	
R60500 INVESTMENT INCOME		\$0.00	
R60600 OTHER REVENUES		\$0.00	
R70000 INTEREST EARNED			<u>\$850.00</u>
R70100 BANK ACCOUNT		\$850.00	
R70110 CHECKING	\$150.00		
R70120 SAVINGS	\$700.00		
R70130 MONEY MARKET	\$0.00		
R70200 CERTIFICATES OF DEPOSIT		\$0.00	

TOTAL RECEIPTS

\$113,530.00

TOTAL AVAILABLE

\$402,030.00

E10000 PERSONNEL

EXPENDITURES

\$78,600.00

E10100 SALARIES AND WAGES		\$57,500.00
E10110 NET SALARY	\$40,000.00	
E10120 FEDERAL TAXES	\$4,000.00	
E10130 STATE TAXES	\$1,500.00	
E10140 OTHER TAXES	\$12,000.00	
E10200 PER DIEM		\$8,000.00
E10300 HEALTH INSURANCE		\$10,000.00
E10400 WORKERS COMP		\$400.00
E10500 UNEMPLOYMENT		\$300.00
E10600 RETIREMENT		\$2,400.00
E10700 OTHER		\$0.00

E20000 OPERATING EXPENSE

\$59,900.00

E20100 CONTRACTED SERVICES		\$19,100.00
E20110 ADVERTISING AND PRINTING	\$500.00	
E20120 PROFESSIONAL SERVICES	\$0.00	
E20130 MAINTENANCE AND REPAIRS	\$5,000.00	
E20140 UTILITIES	\$2,000.00	
E20150 RENTS AND LEASES	\$8,100.00	
E20160 INSURANCE AND BONDS	\$3,500.00	
E20170 SHARED EMPLOYEE PAYMENTS	\$0.00	
E20180 OTHER CONTRACT EMPLOYEES/ENTITIES	\$0.00	
E20200 MATERIALS AND SUPPLIES		\$5,300.00
E20210 OFFICE SUPPLIES	\$2,800.00	
E20220 TREES AND TREE BAGS	\$2,500.00	
E20300 OTHER OPERATING EXPENSE		\$35,500.00
E20310 EDUCATION AND PROMOTION	\$35,000.00	
E20320 FEES	\$500.00	
E20330 WATERSHED MAINTENANCE AND OPERATION	\$0.00	

E30000 ADMINISTRATION

\$28,850.00

E30100 DUES AND SUBSCRIPTIONS		\$1,350.00
E30200 TRAVEL AND TRAINING		\$2,500.00
E30300 GRANTS AND DONATIONS		\$15,000.00
E30400 PROGRAMS		\$10,000.00
E30410 STATE COST SHARE	\$0.00	
E30420 CAIP	\$0.00	
E30430 LOCAL COST SHARE	\$10,000.00	
E30440 ENVIRONMENTAL GRANTS	\$0.00	
E30450 319 ADMINISTRATION	\$0.00	
E30460 OTHER/SPECIAL PROJECTS	\$0.00	
E30500 INVESTMENT LOSS		\$0.00

E40000 CAPITAL OUTLAY

\$0.00

E40100 LAND		\$0.00
E40200 LAND IMPROVEMENT		\$0.00
E40300 BUILDING CONSTRUCTION		\$0.00
E40400 BUILDING IMPROVEMENT		\$0.00
E40500 FURNITURE AND FIXES		\$0.00
E40600 EQUIPMENT		\$0.00
E40700 VEHICLES		\$0.00

E50000 DEBT SERVICE

\$0.00

E50100 SHORT TERM DEBT PRINCIPAL		\$0.00
E50200 SHORT TERM DEBT INTEREST		\$0.00
E50300 LOAN PRINCIPAL TO OTHER GOVERNMENTS		\$0.00
E50400 LOAN INTEREST TO OTHER GOVERNMENTS		\$0.00

TOTAL EXPENDITURES

\$167,350.00

BALANCE ON HAND AS OF JUNE 30, 2018

\$234,680.00

I CERTIFY THAT THIS BUDGET HAS BEEN CONSIDERED AND APPROVED BY THE YOUR COUNTY CONSERVATION DISTRICT.

Jerry L. Martin
CONSERVATION DISTRICT TREASURER

DATE 3-1-18

CONSIDERED AND/OR UPDATED FIRST QUARTER (JULY-SEPTEMBER)

CONSERVATION DISTRICT TREASURER

DATE

CONSIDERED AND/OR UPDATED FIRST QUARTER (OCTOBER-DECEMBER)

CONSERVATION DISTRICT TREASURER

DATE

CONSIDERED AND/OR UPDATED FIRST QUARTER (JANUARY-MARCH)

CONSERVATION DISTRICT TREASURER

DATE

CONSIDERED AND/OR UPDATED FIRST QUARTER (APRIL-JUNE)

CONSERVATION DISTRICT TREASURER

DATE

**GRANT COUNTY SOIL & WATER
CONSERVATION DISTRICT
ANNUAL PLAN OF WORK**

July 1, 2018 - June 30, 2019



**486 HELTON STREET
WILLIAMSTOWN, KY 41097-3526**

Phone: (859) 823-2291

CONSERVATION DISTRICT BOARD MEMBERSHIP

Tim Epperson	Chairman
Bill Courts	Vice-Chairman
Jerry Martin	Secretary/Treasurer
Ronnie Gabbert	Member
Edna Cummins	Member
Howard Chipman Jr.	Member
Jim Morris	Member (Pending)

DISTRICT STAFF

Rebecca Peddicord	Adm. Secretary
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COMMITTEES

Budget and Plan of Work	(APW)	Tim Epperson, Jerry Martin
Soil and Water Stewardship	(SS)	Jerry Martin, Jim Morris Edna Cummins
Education and Promotion	(ED)	Bill Courts, Jim Morris, Ronnie Gabbert
Legislation	(LEG)	Bill Courts, Edna Cummins
Art & Writing	(A&W)	Tim Epperson, Ronnie Gabbert
Youth Board	(JB)	Bill Courts, Jerry Martin, Ronnie Gabbert
Awards	(AW)	Jerry Martin, Howard Chipman Jr.

The Grant County Soil and Water Conservation District offers programs and services on a nondiscriminatory basis, without regard to race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or familial status.



The Grant County Soil and Water Conservation District was formed in June 1941, being the 6th District formed in the State of Kentucky. It was formed with the expressed purpose of conserving the natural and renewable resources within the boundaries of Grant County.

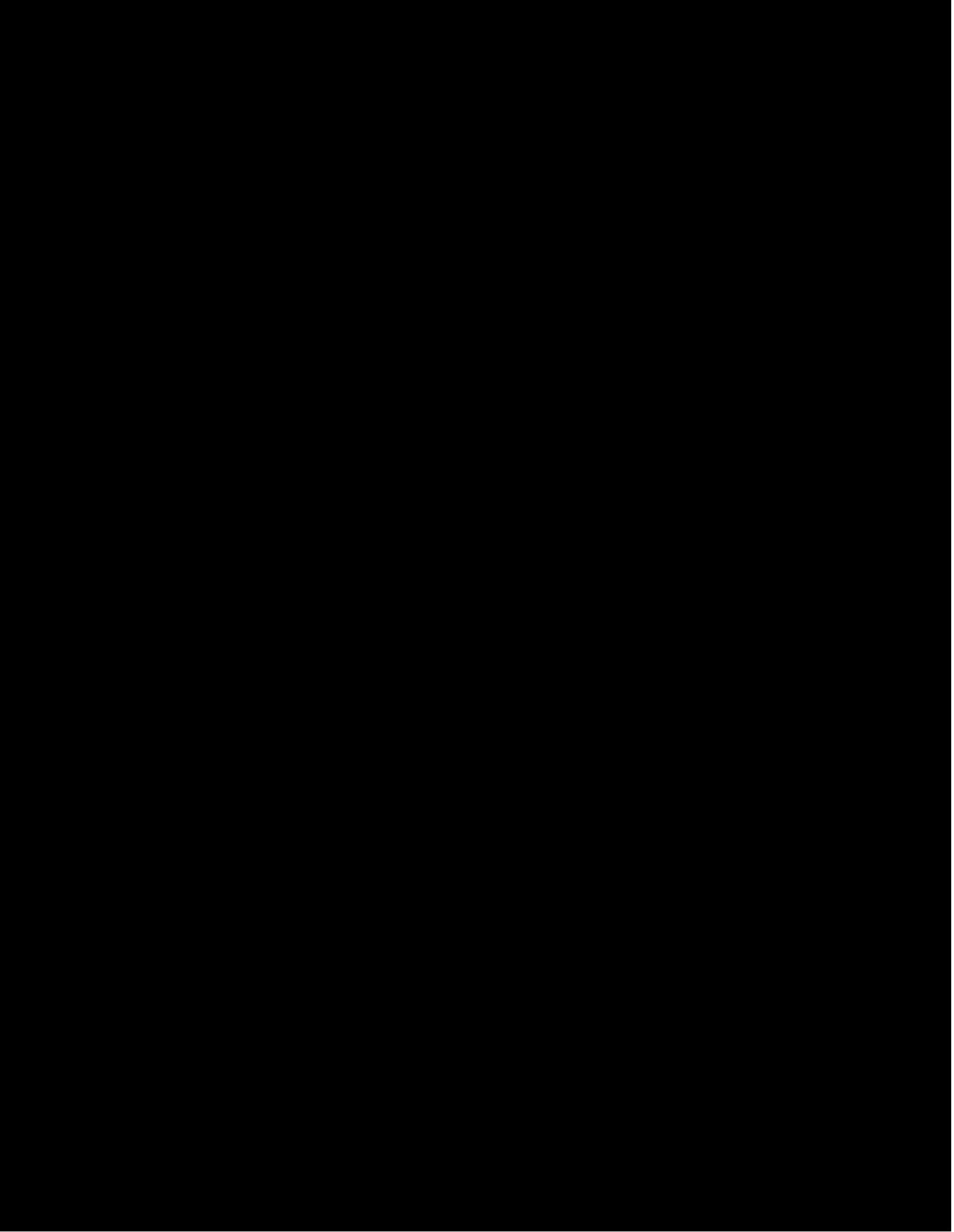
The predominant land-use in Grant County is agriculture. Although the area is one of the five fastest growing metropolitan areas in Kentucky, urban growth has taken less than 8% of the land area of the county. Much of the land is held in small parcels whose owners farm minimally, if at all, and who may work off-farm. The major sources of agricultural revenue produced in the county are: beef cattle, hay and tobacco. Other farming activities include: dairying, sheep, horses, grain crops, and forest products. Secondary use of much of the land is outdoor recreation. Hunting, fishing, and many forms of wildlife observation are a high priority.

The following major objectives guide this Annual Plan of Work:

- 1) Promote water quality with specific programs to meet the requirements of Senate Bill 241.
- 2) Inventory and prioritize resource concerns.
- 3) Make technical and financial resources available for promotion of conservation on the land.
- 4) Inform producers regarding legislation which may impact land-use decisions.
- 5) Educate the public regarding the need to conserve and protect resources.
- 6) Provide information to entities of government that is involved in land-use planning.
- 7) Promote conservation awareness among our youth by developing a Conservation Youth Board.
- 8) Assist landowners, producers, and developers, at their request, in applying all planned conservation treatment to the land.
- 9) Encourage and promote green space in housing, schools and industrial developments.
- 10) Encourage and assist landowners of 10 or more acres in formulating a water quality plan for their land.
- 11) Improving the overall education level of our county by providing educational opportunities through the use of scholarships.
- 12) Maintain local conservation office to serve the community.

Grant County, Kentucky consists of 167,000 acres of land. Of this, approximately 59,000 acres are eroding at rates higher than what can be sustained. Not only is this reducing productivity, it also impairs water quality, fish and wildlife habitat, and reduces volume of ponds and lakes through sedimentation. The ultimate goal of the District is to have every acre of Grant County used at a permanently sustainable level. Progress toward that goal is reflected in the following anticipated accomplishments for the coming year:

- 1) Promote and develop watershed management practices that will improve the quality of water and reduce the erosion in Grant County.
- 2) Promote farmland protection through Agricultural Districts and Prime Farmland identification.
- 3) Cooperate with groups interested in Natural Resource Conservation with guidance from Kentucky Division of Conservation, Kentucky Soil & Water Conservation Commission and USDA Natural Resources Conservation Service.
- 4) Support efforts to educate students in all facets of conservation through field trips, displays, school presentations, outdoor classrooms, nature trail, etc.
- 5) Provide scholarships to high school seniors and to non-traditional students at the NKU Grant County Center.
- 6) Promote Arbor Day through tree seedling distribution at County's five elementary schools.
- 7) Install erosion control measures on community recreational facilities.
- 8) Assist all producers interested in complying with conservation related regulations.
- 9) Exclude livestock from all areas of woodland.
- 10) Apply conservation to all areas of pasture and hayland.
- 11) Provide soils information upon request.
- 12) Co-sponsor the Conservation Art and Writing Contest with the Kentucky Farm Bureau Federation and the Kentucky Association of Conservation recognizing winners at an annual awards program & banquet.
- 13) Encourage voluntary recycling to reduce the waste entering area landfills.
- 14) Coordinate use of, and improvements to, outdoor education facilities.
- 15) Provide planning and technical assistance to Governmental Entities for the establishment of nature trails and Outdoor Classrooms.
- 16) Promote Soil Stewardship Week by providing materials for Elementary schools, all school libraries, and the Grant County Public Library.
- 17) Make an award to cooperators for outstanding conservation programs and practices on their land.



October 2018

Review animal waste mgt. plans/revise when needed.	CD
Promote woodland management with emphasis on livestock exclusion.	CD
Attend Co. Cons. Review Group Meeting.	CD
Send notice to elementary schools to remind them to apply for Outdoor Classroom grants.	Adm. Secretary

November 2018

Make plans and guest list for December dinner meeting.	CD, Adm. Secretary
Payment of NACD dues.	CD
Purchase tree seedlings for Arbor Day.	CD
Educate land users on the concept of total resource conservation.	ED
Promote wildlife population management and habitat establishment.	CD
Award non-traditional scholarships at NKU Grant County Center.	ED

December 2018

Arrange for Art & Writing Contest judging.	A&W, Adm. Secretary
Host cooperating group dinner meeting to foster teamwork approach in conservation.	CD
Distribute scholarship applications to the local high schools.	ED, Adm. Secretary

January 2019

Consult Planning and Zoning Board on erosion/sedimentation and runoff.	LEG
Promote animal waste mgt. Facilities.	CD
Invite cooperating agencies to attend CD board meetings.	CD
Promote continuous signups of the EQIP and State Cost Share Programs.	CD
Review Cooperative Working Agreement & Justice for All Poster with NRCS.	CD
Evaluate and approve Outdoor Classroom grant requests.	CD
Support Grant County Foundation for Higher Education.	CD

February 2019

Meet to prepare APW and Budget.	APW, Area Rep. Adm. Secretary
Distribute checks to 100% Art & Writing Contest classes and schools.	Adm. Secretary
Plan Art & Writing Contest Banquet.	A&W, Adm. Secretary
Plan for Arbor Day events.	CD, Adm. Secretary
Conduct Employee Review.	CD

March 2019

Hold an awards banquet to recognize county and school winners in Art and Writing Contest. Distribute Soil Stewardship Week materials at banquet.	CD, Adm. Secretary
Plan conservation tours.	CD
Develop plans for demonstration plots.	ED
Encourage pasture/hayland renovation.	CD, ED
Attend and participate in 5 th Area Supervisor's Meeting to keep informed on legislative issues.	CD, Adm. Secretary
Promote No Till Seeder.	CD

April 2019

Deliver tree seedlings and supplies to Grant County Cooperative Extension 4-H for bagging and distribution to the county's five elementary schools for Arbor Day.	CD, Adm. Secretary
Special District Uniform Financial Report.	Area Rep. Adm. Secretary
Complete plantings at outdoor learning facilities and demonstration sites.	CD
Promote conservation tillage through newspaper articles and display, etc.	ED
Promotion of Lime Spreader.	CD
Pay dues in support of KACD.	CD
Pay dues in support of RC&D.	CD
Award non-traditional scholarships at NKU Grant County Center.	ED
Sponsor Students to Forestry/Entomology Camp and teachers to Environmental Workshops or Resource Conservation coursework.	ED
Promote establishment or retention of green space in development areas.	CD

May 2019

Distribute Soil Stewardship Week materials to the elementary schools, all school libraries, and the Grant County Public Library.	SS, Adm. Secretary
Promote rotational grazing and forages.	ED
Plan workday for maintenance/repairs at outdoor learning centers.	CD
Hold Conservation trips or tours for selected school classes.	CD
Review high school seniors scholarship applications and make presentations to recipients.	ED
Support Project Graduation.	ED
Sponsor students to conservation camp.	ED

June 2019

Promote water quality issues through media outlets, meetings, and direct contacts.	CD
Finalize plans for State KACD Convention.	LEG, Adm. Secretary
Support KACD Auxiliary Scholarship Fund.	CD
Plan annual farm tour in cooperation with Extension Service to promote conservation practices.	ED

Monthly

Review APW and evaluate progress.	APW, Adm. Secretary
Approve HEL plans and review Cost Share Documents accordingly.	CD
Address correspondence received since last meeting.	CD
Address any applications for Ag. Districts in a timely manner.	CD
Consult Field Representative on current issues in conservation.	LEG
Review and approve any District Cooperative Agreement Applications.	CD
Promote Water Quality Plans and assist landowners of 10 or more acres to formulate their specific plans.	CD, Adm. Secretary
Review proposed conservation projects within Grant County.	CD

CINCINNATI BELL TECHNOLOGY SOLUTIONS MASTER SERVICES, PRODUCTS AND LICENSE AGREEMENT

This Master Services, Products and License Agreement ("Agreement") is made as of the date of last execution below ("Effective Date") and entered into by and between **Cincinnati Bell Technology Solutions Inc.**, a Delaware corporation, on its behalf and on behalf of its affiliates and subsidiaries, with its principal place of business at 221 East Fourth Street, Cincinnati, Ohio 45202 ("CBTS"), and **Grant County**, having its principal place of business at 101 N. Main Street Williamstown, Kentucky 41097 ("Customer").

WHEREAS, CBTS and the Customer wish to establish and/or continue a business relationship covering (i) the provision of a variety of information technology/IT and telecommunications services ("Services") and/or (ii) the purchase of IT and telecommunications equipment ("Products") and/or (iii) the license of software ("Software");

WHEREAS, the specific parameters and conditions of the provision of those Services, Products and Software will be set forth in separate documents attached hereto or executed from time to time pursuant hereto (the "Related Agreements"), including, without limitation, Statements of Work ("SOW"), Service(s) Schedule, Hardware Quotes ("Quotations") and Bills of Materials ("BOM"); and

WHEREAS, CBTS and Customer wish to set forth in this Agreement certain terms and provisions that will govern the CBTS-Customer relationship and the Related Agreements, and the sale or license by CBTS and the acquisition by the Customer of the Services, Products and Software.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants contained herein, CBTS and its affiliates and subsidiaries agree to provide to the Customer and the Customer agrees to acquire from CBTS and /or its affiliates and subsidiaries the Services and/or Products and/or Software on the terms and conditions set forth herein and in the applicable Related Agreements.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date. By executing where indicated below, Customer acknowledges that Customer has read, understands, accepts and agrees to be bound by the terms and conditions set forth in Schedules 1 and 2 attached hereto.

Grant County

By: Stephen Wood
Print Name: Stephens Wood
Title: Judge Executive
Date: 4-30-18

Address for Legal Notices:

101 N. Main St.
Williamstown, Ky
Attn: Pat CONRAD
Fax No.: (859) 428-4567

Cincinnati Bell Technology Solutions Inc.

By: _____
Print Name: _____
Title: _____
Date: _____

Address for Legal Notices:

Cincinnati Bell Technology Solutions Inc.
221 East Fourth Street, 103-1100
Cincinnati, Ohio 45212
Attn: Keith G. Bronston, II
Fax No.: (866) 568-8202

1. Scope of Agreement.

- 1.1** Each Related Agreement will specify the Services and/or Products and/or Software to be delivered by CBTS (and, in connection with any Services that are telecommunications service or interconnected Voice over Internet Protocol provided by Cincinnati Bell Telephone Company LLC ("CBT"), Cincinnati Bell Extended Territories LLC ("CBET"), Cincinnati Bell Any Distance Inc. ("CBAD") and the applicable prices/fees. Customer and CBTS agree that the terms and conditions of this Agreement shall apply to all Services, Products and/or Software provided to Customer, and each executed Related Agreement shall be deemed incorporated into and made part of this Agreement. The terms of each Related Agreement shall prevail over any contrary provision in this Agreement unless the Related Agreement explicitly states that this Agreement prevails over such Related Agreement.
- 1.2** If Customer leases equipment, either directly from CBTS or from a third party lessor, Customer shall execute a separate Equipment Lease Schedule which shall incorporate the Equipment Lease Terms and Conditions set forth in a separate addendum to this Agreement ("Lease Terms"). All terms and conditions contained in the Equipment Lease Schedule and the Lease Terms shall be separate and independent of any and all obligations contained in this Agreement. In no event shall the terms and conditions of an Equipment Lease Schedule or the Lease Terms be considered a Related Agreement or be integrated or incorporated into this Agreement. In the event of a difference or conflict between the terms of this Agreement and/or Related Agreement, on the one hand, and an Equipment Lease Schedule or the Lease Terms, on the other hand, the Equipment Lease Schedule and Lease Terms shall prevail.

2. Term.

- 2.1** The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for **thirty-six (36) months** or the duration of each applicable Related Agreement executed hereunder, whichever is last to expire ("Term"), unless earlier terminated pursuant to the terms herein. Following the expiration of the Term, this Agreement shall automatically renew for twelve (12) month periods ("Renewal Term"), or until all Schedule(s) have expired or been terminated.
- 2.2** Each SOW and Services Schedule shall set forth an initial term of service ("Initial Term"). Unless explicitly stated otherwise in the SOW or Service Schedule, after the Initial Term, the SOW or Service Schedule shall automatically renew on a month-to-month basis until terminated by either party upon thirty (30) days written notice to the other party except that CBTS may adjust pricing and fees at any time and from time to time.

3. Change Request; Change Authorization.

- 3.1** Customer may request a change to any Service under an applicable SOW ("Change Request") at any time. A written Change Request may be submitted on-line by Customer using a Web-based application which Customer accesses via an assigned user ID and password. Change Requests may also be submitted to CBTS via PGP signed and encrypted e-mail or by a telephone call from a designated Point of Contact to the CBTS Enterprise Network Operations Center ("eNOC"). If the request is made via telephone, the CBTS eNOC will ask the caller to positively identify himself or herself by providing the unique identifier or challenge phrase provided on Customer's Points of Contact form. The Change Request must describe the proposed modification(s) to the Services and identify the priority of the request. By submitting a Change Request, Customer authorizes CBTS to perform the required work to make the change. CBTS reserves the right to review and approve all Change Requests and also to

determine if the requested change is within the scope of the Services covered by an existing SOW.

- 3.2** Any out-of-scope change accepted by CBTS will incur a time and materials ("T&M") charge at the hourly rate set forth in the applicable SOW or, if none is specified, at CBTS' current standard hourly rate. All changes that are out-of-scope will be designated Severity 4 and will be worked on a "best-effort" basis. Prior to CBTS performing any work on out-of-scope changes, CBTS will contact Customer and obtain written approval for the potential charges.
- 3.3** If Customer owes CBTS a past due undisputed amount for Services, Products and/or Software, CBTS may, in its discretion, cease to accept or process any Change Requests. Alternatively, CBTS may, in its sole discretion, require pre-payment from Customer to cover the cost of performing any Change Request. These rights are in addition to all other rights and remedies provided for in this Agreement or the Related Agreement or at law or in equity.

4. Purchase Orders, Acceptance, and Cancellation.

- 4.1** Customer may order Products, Software and/or Services from CBTS by submitting a valid Purchase Order generated by Customer, specifying the Products, Software and/or Services, quantities, and applicable pricing. Customer will also be required to sign the applicable Related Agreement. Customer warrants and represents that the Products, Software and/or Services purchased from CBTS are not for resale purposes but are purchased for Customer's own use. If during the Term of this Agreement Customer resells any Product, Software and/or Service purchased from CBTS, CBTS may at its election immediately suspend service to Customer, terminate this Agreement, or revise Customer's pricing to reflect Customer's reseller status.
- 4.2** CBTS will notify Customer promptly if Customer's Purchase Order contains inaccuracies or if Products, Software or Services are unavailable or available but at a different price. Once a purchase order is accepted by CBTS, CBTS will process the order. All Products are subject to availability at the time of the order. Customer acknowledges and understands that (i) Product backorders are not uncommon for Products in high demand; (ii) manufacturers periodically discontinue Products and introduce new models; and (iii) CBTS has no control over the timing of any Product obsolescence, discontinued availability, or price changes.
- 4.3** CBTS hereby notifies Customer in advance that CBTS objects to any terms and conditions in Customer's purchase order or other document which are additional to or different than the terms and conditions in this Agreement, whether or not the additional or different terms would materially alter this contract. If a contract between Customer and CBTS is established through performance or other conduct, that contract will not be deemed to consist only of terms and conditions as to which the parties' writings agree, but rather the terms and conditions in this Agreement will be a part of that contract and will prevail over the conflicting or different terms or conditions of any other document forming a part of the contract.
- 4.4** Customer may cancel an order accepted by CBTS only with the written consent of CBTS. If Customer cancels an order accepted by CBTS, in whole or in part, Customer may be subject to a cancellation fee equal to the actual out-of-pocket expenses incurred by CBTS as a result of Customer's order cancellation, e.g., restocking fees, shipping fees, etc. These charges will be passed through to Customer without any markup by CBTS. The total charges will not exceed twenty-five percent (25%) of the purchase price of the cancelled Products.

5. Delivery, Inspection, Acceptance and Returns.

- 5.1** Products will be shipped FOB Destination unless otherwise specified in the Related Agreement. Shipping charges will be added to the invoice. Standard shipment is UPS Ground rates. Customer may request expedited delivery for an additional charge. Constrained Products will be identified as such to Customer at time of order and will be delivered on a "commercially reasonable efforts" basis. Title and risk of loss passes to Customer upon CBTS delivery to Customer's designated "ship to" location.
- 5.2** Customer shall inspect Products upon delivery and notify CBTS of any damaged Products received within fifteen (15) days of delivery. CBTS will exchange or replace damaged Products in accordance with the CBTS Returns Policy, a copy of which is available from CBTS upon request, as such policy may from time to time be modified at the sole discretion of CBTS. CBTS may accept return of new, unopened, unconfigured Product in accordance with the CBTS Returns Policy. *Custom made products, special order items and cables cannot be returned.* Software shall be deemed accepted by Customer upon installation and use.

6. Invoices; Taxes; Payment.

- 6.1** For Services and Software support as applicable, Customer will pay to CBTS the one-time (non-recurring) charges and the monthly (recurring) charges as set forth in the applicable SOW. Unless otherwise specified in the SOW, CBTS or the appropriate CBTS affiliate will render invoices on a monthly basis.
- 6.2** For Product and Software purchases, CBTS will send an invoice to Customer when Products and Software licenses are shipped to Customer. The charges for CBTS-performed configuration (if any), shipping, and other specified charges will be added to the CBTS invoice.
- 6.3** Customer will pay all applicable taxes and regulatory fees/surcharges relating to the Services and Products (sales, use, value added, personal property, etc.) other than taxes based on CBTS' net income. If Customer is tax exempt, Customer shall provide CBTS with a copy of its tax exemption certificate before CBTS begins invoicing.
- 6.4** Invoices are due and payable in U.S. dollars within thirty (30) days of the date on the invoice, unless the parties otherwise agree in writing. Payments not received by the due date are considered past due. CBTS reserves the right to impose a late charge of one and one-half percent (1½%) per month (but not more than the maximum rate permitted by law) on all undisputed past due amounts. CBTS reserves the right to suspend performance of Services and/or suspend delivery of Products or Software if Customer has a delinquent account with CBTS or to pursue any other right or remedy that CBTS may have in law or equity. Customer acknowledges and agrees that restrictive endorsements or other statements on checks will not be binding on CBTS.
- 6.5** If Customer in good faith disputes any portion of a CBTS invoice, Customer shall, within thirty (30) days following the invoice date, remit to CBTS full payment of the undisputed portion of the invoice. Customer shall also provide written documentation to CBTS by mail addressed to Billing Manager, c/o Billing Dispute, Cincinnati Bell Technology Solutions Inc., 4600 Montgomery Road, Suite 400, Cincinnati, Ohio 45212, which identifies and substantiates the disputed amount. If Customer does not report a billing dispute within sixty (60) days following the invoice date, Customer shall have waived its right to dispute that invoice. CBTS and Customer agree to use their respective commercially reasonable efforts to resolve any billing dispute within thirty (30) days after CBTS receives written notice of the dispute from Customer. Any

disputed amounts subsequently resolved in favor of Customer shall be credited to Customer's account on the next invoice following resolution of the dispute. Any disputed amounts determined to be payable to CBTS shall be due within fourteen (14) days of the resolution of the dispute.

- 7. Security Interest.** CBTS hereby reserves a purchase money security interest in the Products and Software to secure payment of the purchase price, license fees and any related installation charges. The security interest shall continue in effect until such amounts are paid in full by Customer.
- 8. Export Control.** Customer acknowledges that the export of certain Products is subject to laws of the U.S. and foreign governments, including the export control restrictions contained in the U.S. Export Administration Act, administered by the U.S. Department of Commerce. Customer warrants that it shall not export any Product without obtaining all required government authorizations and licenses.
- 9. Software Licenses.** All software distributed or licensed by CBTS is subject to applicable license agreements (i.e., End User License Agreement or "EULA") between the software publisher (including, as applicable, CBTS or its affiliates) and Customer. CBTS will convey to Customer the requisite license rights and EULA terms and conditions with respect to the distributed software as applicable. Customer's compliance with any software publisher EULA is Customer's responsibility. Customer agrees to comply with and be bound by the terms and conditions of the applicable EULA. In the event that any software is subject to shrink-wrap, click-through, on screen or similar licensed agreements that must be accepted during any installation or configuration service performed for Customer by CBTS, Customer authorizes CBTS to accept the terms of such agreements on behalf of Customer.
- 10. Product Warranties and Exclusions; Assumption of Risk.**

 - 10.1** CBTS shall pass through all Product warranties from the manufacturer to Customer to the extent permitted by such warranties, which shall be described in separate documents or on the manufacturer's website. CBTS does not provide any additional warranties on Products. If the manufacturer's warranty is "parts only" coverage, CBTS will charge Customer for repair labor at its standard T&M rate unless a maintenance contract with CBTS is in effect. CBTS can assist Customer with obtaining extended warranties or service agreements on purchased Products at Customer's request.
 - 10.2** Unless otherwise expressly provided in this Agreement or in an applicable Related Agreement, CBTS is not the manufacturer or developer of any Product or Software, and CBTS makes no warranties, express or implied, with respect to any Product or Software. SPECIFICALLY, BUT WITHOUT LIMITATION, CBTS DISCLAIMS AND MAKES NO WARRANTY TO CUSTOMER, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, FREEDOM FROM INFRINGEMENT CLAIMS OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PRODUCT OR SOFTWARE.
 - 10.3** If CBTS, in connection with the provision of any Services to Customer, provides equipment that is used by Customer, CBTS will maintain the equipment in good working order subject to the exclusion set forth below. Customer will permit CBTS access to equipment on Customer's premises used to provide the Service hereunder, and CBTS will comply with Customer's security and safety regulations at Customer's site. Customer will not make any modifications to the equipment used to provide the Service hereunder without the written permission of CBTS and will pay the cost of any repairs necessitated by unauthorized work.
 - 10.4** In addition, unless explicitly provided therein, the warranties in Section 10.1 do not cover services required to repair damages, malfunctions or failures caused by (i) Customer's failure to

follow CBTS' or the manufacturers' written operation or maintenance instructions as applicable and provided to Customer or published on the manufacturer's website; (ii) Customer's unauthorized repair, modifications or relocation of equipment used to provide services hereunder or the attachment to such equipment of non-CBTS authorized equipment; and (iii) Customer's abuse, misuse or negligent acts.

- 10.5** Customer recognizes that the use of computer products entails a certain risk of loss of magnetically stored data, and that prudence dictates Customer's systematic use of products, software and/or services that provide comprehensive backup of data so as to prevent loss. Customer assumes all risk of loss of its magnetically stored data in any way related to or resulting from the provision of Products, Software and/or Services hereunder and hereby releases CBTS from any liability for loss of such data unless Customer is using CBTS' data center-based data storage and/or data backup services, in which case CBTS' and Customer's obligations shall be set forth in agreements covering such services. In addition, Customer recognizes that CBTS will not be liable to Customer or third parties for (i) any claims, losses or expenses of any kind or nature caused directly or indirectly by interruption or loss of use or loss of business; or (ii) any indirect, incidental, consequential, special, exemplary or punitive damages (including, but not limited to, damages for lost profits or revenues or lost goodwill) suffered by Customer or third parties whatsoever.

11. Service Warranties and Exclusions.

- 11.1** CBTS warrants to Customer that the Services will be performed in a workmanlike and professionally diligent manner by qualified individuals and that the Services will materially conform to all requirements and specifications identified in the applicable SOW.

- 11.2** If CBTS fails to perform the Services as warranted, Customer shall so notify CBTS within fifteen (15) days after the date such nonconforming Services were rendered. Such notification shall include a reasonably detailed description of the nature of the nonconformity. Within thirty (30) days after receipt of such written notification, as Customer's sole remedy, CBTS will re-perform such nonconforming Services at no additional charge to Customer or, if such re-performance still does not provide Services as warranted, CBTS will refund any moneys paid to CBTS to the extent attributable to such nonconforming Services.

- 11.3 Service Warranty Exclusions.** EXCEPT AS STATED ELSEWHERE IN THIS AGREEMENT, ALL SERVICES ARE PROVIDED ON AN "AS IS" BASIS. NOTWITHSTANDING ANYTHING STATED HEREIN OR IN ANY RELATED AGREEMENT, CBTS DISCLAIMS AND MAKES NO EXPRESS OR IMPLIED WARRANTIES OF PERFORMANCE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CBTS SHALL NOT BE LIABLE TO THE EXTENT THAT A SERVICE BREACH RESULTS FROM ANY ACT OR OMISSION OF CUSTOMER, ITS EMPLOYEES, OR AGENTS.

- 12. Software Warranties.** For Software developed and manufactured by CBTS, CBTS warrants that the Software will conform in all material respects to the documentation provided by CBTS and/or the specifications agreed upon by CBTS and Customer in writing. This warranty shall remain in effect for sixty (60) days following the delivery of such Software to Customer by CBTS.

13. Limitation of Liability.

- 13.1** To the maximum extent permitted by law, the limitations set forth in this Section 13 will apply to any and all claims and causes of action, regardless of whether such claims arise in contract, tort (including without limitation, CBTS' negligence), strict liability, indemnification or any other

legal theory. Furthermore, Customer acknowledges that CBTS has agreed to the applicable pricing and negotiated this Agreement in reliance upon the limitations of liability and disclaimers of warranties contained in this Agreement and that such limitations and disclaimers form an essential basis of the bargain between the parties.

- 13.2** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY UNDER ANY CLAIM OR CIRCUMSTANCE (INCLUDING WITHOUT LIMITATION ANY CIRCUMSTANCE INVOLVING A FINDING THAT A WARRANTY OR REMEDY UNDER THIS AGREEMENT HAS FAILED OF ITS ESSENTIAL PURPOSE), WHETHER THE CLAIM SOUNDS IN CONTRACT, TORT, OR OTHER LEGAL THEORY, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS OR REVENUES OR LOST GOODWILL) ARISING OUT OF OR RELATING TO THIS AGREEMENT EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 13.3** CBTS SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR: (i) ANY DAMAGE THAT CUSTOMER OR ANY USER MAY SUFFER ARISING OUT OF THE USE OF OR THE INABILITY TO USE ANY SERVICE OR SOFTWARE OR PRODUCT UNLESS SUCH DAMAGE IS CAUSED BY AN INTENTIONAL OR A GROSSLY NEGLIGENT ACT OF CBTS; (ii) ANY LOSS OF DATA OR THE INACCURACY OF DATA; (iii) THE CONTENT OF INFORMATION OR DATA PROVIDED OR TRANSMITTED BY CUSTOMER OR ANY USER; (iv) DAMAGES RESULTING FROM DELAYS DUE TO A FORCE MAJEURE EVENT AS DESCRIBED HEREIN; (v) SERVICE IMPAIRMENTS CAUSED BY ACTS WITHIN THE CONTROL OF CUSTOMER, ITS EMPLOYEES OR AUTHORIZED AGENTS; (vi) INTEROPERABILITY OF SPECIFIC CUSTOMER APPLICATIONS; (vii) CUSTOMER'S INABILITY TO ACCESS OR INTERACT WITH OTHER PROVIDERS OR THEIR SERVICES THROUGH THE INTERNET; (viii) PERFORMANCE IMPAIRMENTS CAUSED ON THE INTERNET; OR (ix) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, OR TECHNOLOGY.
- 13.4** FOR PURPOSES OF THIS SECTION, "CBTS" IS DEEMED TO INCLUDE CINCINNATI BELL INC., ITS SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, REPRESENTATIVES, SUBCONTRACTORS, AND SUPPLIERS.
- 13.5** NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR ELSEWHERE, WITH RESPECT TO ANY CLAIMS OR CAUSES OF ACTION ARISING FROM ANY ACTUAL OR ALLEGED BREACH BY CBTS OF ANY REPRESENTATION, WARRANTY, TERM, CONDITION, UNDERTAKING OR AGREEMENT CONTAINED IN THIS AGREEMENT OR ANY RELATED AGREEMENT OR IN ANY WAY RELATED TO THE PRODUCTS OR SOFTWARE DELIVERED OR SERVICES PERFORMED HEREUNDER, THE RECOVERY AND DAMAGES AVAILABLE TO CUSTOMER SHALL BE LIMITED TO, AND CBTS' MAXIMUM EXPOSURE SHALL NOT EXCEED (i) IF CUSTOMER IS RECEIVING SERVICES (EVEN IF CUSTOMER IS ALSO RECEIVING PRODUCTS OR SOFTWARE), AN AMOUNT EQUAL TO THE LESSER OF (a) SIX (6) MONTHS OF MONTHLY RECURRING CHARGES PAID BY CUSTOMER OR (b) FIFTY PERCENT (50%) OF THE MONTHLY RECURRING CHARGES PAID BY CUSTOMER FOLLOWING THE DATE OF SUCCESSFUL SERVICE IMPLEMENTATION, AND (ii) IF CUSTOMER IS RECEIVING ONLY PRODUCTS OR SOFTWARE, THE PURCHASE PRICE OR LICENSE FEES PAID BY CUSTOMER. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

14. Indemnification.

- 14.1** In the event that Customer is, or in CBTS' reasonable judgment may be, the subject of any third party claim of infringement against Customer which relates to any Software developed by

CBTS or its affiliates, then CBTS shall, in its sole discretion, do any of the following as Customer's sole and exclusive remedy: (i) replace or modify the Software or any portion thereof so that it is non-infringing; (ii) obtain, at CBTS' expense, a license for Customer to use the Software; or (iii) terminate Customer's right to use the Software and refund to Customer the fees paid under the affected Related Agreement, pro-rated over the number of months which have elapsed since the effective date of the Related Agreement. CBTS shall have no liability to indemnify, defend or hold harmless Customer to the extent that the alleged infringement is based on: (w) any modifications to equipment or software which Customer represented that it had the right to modify; (x) modifications or other services performed to Customer's specification or design; (y) a modification of the Software and/or related hardware other than CBTS; or (z) use of the Software and/or hardware used in connection with the Services other than in accordance with the terms and conditions of this Agreement and the applicable Related Agreement.

- 14.2** Customer shall indemnify, defend and hold CBTS, its affiliates, directors, officers, employees, agents, licensors, vendors, or subcontractors harmless from and against any claims, damages or expenses (including reasonable attorneys fees) resulting from the improper use or the modification by Customer of any Product, Software or other material supplied by CBTS, which use or modification results in a claim of infringement of any U.S. patent, copyright, trade secret, or trademark of any third party. Customer shall also indemnify, defend and hold CBTS, its affiliates, directors, officers, employees, agents, licensors, vendors, or subcontractors harmless from and against any claims arising out of, resulting from, or relating to the contents of data transmitted by Customer or Customer's users in connection with the Services.
- 14.3** Each party shall also indemnify, defend, and hold the other party, its affiliates, directors, officers, employees, agents, licensors, vendors, or subcontractors harmless from and against any death, injury or damage to physical property resulting from the indemnifying party's willful misconduct or grossly negligent acts or omissions, to the extent such damages do not result from or are not caused by the willful misconduct or gross negligence of the indemnified party, its employees or agents.
- 14.4** A party's obligation to indemnify and defend the other with respect to any claim shall be subject to: (i) the indemnified party providing the indemnifying party with prompt written notice of such claim; (ii) the indemnified party, at its expense, having the right to participate in the defense and settlement thereof; and (iii) the indemnified party providing the indemnifying party with the information and assistance necessary to defend or settle such claim as reasonably requested by the indemnifying party. The indemnifying party may settle such claim or proceeding with the prior written consent of the indemnified party, which consent shall not be unreasonably withheld or delayed provided that where the indemnified party is a named defendant or respondent, the indemnified party shall have the right to reject settlement or other disposition of the claim involving or requiring admission or acknowledgement of wrongdoing by or liability on the part of the indemnified party.
- 15. Independent Contractor.** CBTS shall perform all Services and provide all Products and Software under this Agreement as an independent contractor and not as an employee of Customer. Neither party will have, with respect to the other party or any of its employees, consultants or subcontractors, any obligation with respect to worker's compensation, insurance, social security, withholding tax nor any other expense customarily paid by an employer with respect to an employee. Nothing contained herein shall create or be construed as creating a partnership, joint venture, agency, or any similar relationship between CBTS and Customer. Neither party shall have the authority to, nor shall any party attempt to, create any obligation on behalf of the other party.

16. **Customer Facilities.** If necessary for the engagement, Customer will permit CBTS access to Customer's facilities and personnel, in accordance with Customer's normal security procedures. Customer will communicate such procedures in writing to CBTS prior to beginning such work.
17. **Customer Responsiveness.** For all monitoring Services, Customer will keep all Points of Contact information correct. All Points of Contact must be reachable so CBTS can report alarms, outages, emergencies, etc. CBTS will not be responsible for any actions taken or not taken as a result of Customer's failure to respond.
18. **Non-Solicitation.** Throughout the Term of this Agreement and for a period of one (1) year thereafter, both parties agree not to directly solicit or hire any of the other party's employees with whom it has had contact in the course of the Services which are the subject of this Agreement, unless the hiring party obtains the prior written consent of the other party. Should a party hire an employee or agent of the other party through employment or otherwise within this time period without the other party's prior written consent, the hiring party shall immediately pay as liquidated damages to the other party an amount equal to the employee's or agent's then current annual compensation. The restrictions in this Section shall not preclude the parties from employing any such person who contacts the other party through his or her own initiative or pursuant to a generally circulated public advertisement or other employment search.
19. **Confidential Information.** During the term of this Agreement and for two (2) years thereafter, neither party shall disclose any terms or pricing contained in this Agreement or any Related Agreement or any confidential or proprietary information disclosed by the other party ("Confidential Information"). Confidential Information shall be labeled, marked or identified as either "Confidential" or "Proprietary". Notwithstanding the foregoing, all information concerning CBTS' or its affiliates' Software, pricing, customer lists, and financial information is hereby deemed to be Confidential Information regardless of whether it is marked as such. Confidential Information may not be disclosed to any person or entity except to the recipient's employees, contractors, consultants, lenders, attorneys, accountants, and/or financial advisors who have a need to know and who are bound in writing to protect the information from unauthorized use or disclosure. The recipient shall use the Confidential Information only for the purposes of this Agreement and shall protect it from disclosure using the same degree of care used to protect its own confidential or proprietary information, but in no event less than a reasonable degree of care. Confidential Information does not include any information which: (i) was already known to the receiving party free of any obligation to keep it confidential at the time of its disclosure; (ii) becomes publicly known through no wrongful act of the receiving party; (iii) is rightfully received from a third party without knowledge of any confidential obligation; (iv) is independently acquired or developed without violating any of the obligations under this Agreement; or (v) is approved for release by written authorization of the disclosing party. Further, the recipient may disclose Confidential Information pursuant to a judicial or governmental request, requirement or order. The recipient, however, shall take all reasonable steps to give the disclosing party sufficient prior notice to contest such request, requirement or order. Confidential Information shall remain the property of the disclosing party and shall be returned to the disclosing party or destroyed upon request of the disclosing party or termination of this Agreement.
20. **Customer Proprietary Network Information (CPNI).** Under federal law, Customer has a right, and Cincinnati Bell Inc. ("Cincinnati Bell") has a duty, to protect the confidentiality of information regarding the telecommunications services Customer buys from Cincinnati Bell, including the amount, type, and destination of Customer's service usage; the way Cincinnati Bell provides services to Customer; and Customer's calling and billing records (together, this confidential information is described as Customer Proprietary Network Information (CPNI)). Customer hereby consents to Cincinnati Bell sharing its CPNI with Cincinnati Bell affiliates, subsidiaries and any other current or future direct or indirect subsidiaries of the Cincinnati Bell parent company, as well as Cincinnati Bell agents and

authorized sales representatives, to develop or bring new products or services to Customer's attention. This consent survives the termination of services provided to Customer and is valid until Customer affirmatively revokes or limits such consent.

- 21. Injunctive Relief.** Any breach or threatened breach of a party's obligations under this Agreement or any Related Agreement (including its obligation to protect the Confidential Information of the other party) could cause irreparable harm to the non-breaching party, the financial amount of which would be extremely difficult to estimate. Accordingly, it is understood and agreed that injunctive relief shall be appropriate for any such breach or threat of such breach. Such remedy shall not be deemed to be the exclusive remedy for any such breach but shall be in addition to all other remedies at law or in equity.
- 22. Intellectual Property; License.** The Services and the Software incorporate and include certain intellectual property rights of CBTS, its affiliates and its licensors, embodied in hardware, software, documentation, support and employee expertise ("Intellectual Property"). For the Term and purposes of this Agreement, Customer shall have a limited, non-exclusive, non-transferable license to this Intellectual Property for Customer's use of the Services and the Software. The Intellectual Property or any derivative or by-product thereof may not be used, sub-licensed, re-sold, rented, or distributed by Customer to any other party. Customer hereby agrees that it will not: (i) decompile, reverse engineer, disassemble, or otherwise reduce the Intellectual Property to a human-perceivable form; (ii) modify, destroy, rent, lease, loan, sell, or distribute all or any part of the Intellectual Property, including the Services or Software manuals or documentation; (iii) create derivative works based in whole or in part upon the Intellectual Property; (iv) use the Intellectual Property in any system excepting only the hardware constituting part of the Services; (v) disclose to any third party any unique ideas or elements developed by CBTS or its affiliates which are reflected in the Services or the Software, the manner by which the Services or the Software operate, or the content of the Services or Software manuals or documentation; (vi) assist the development of competing Services or Software, or (vii) knowingly permit any other firm or individual to take or perform any action that Customer, in this Section, has agreed not to take. Customer agrees to indemnify and hold CBTS and its affiliates harmless from and against any loss, damage, cost, or expense incurred by CBTS or its affiliates resulting from any modification or misuse of Intellectual Property.
- 23. Trademarks; Service Marks; Name and Advertising.** Each party acknowledges that it will acquire no rights in any trademark, service mark, trade name, or other Intellectual Property used or owned by the other party by reason of this Agreement and will take no action that violates this acknowledgement. Neither party will use any trademark, service mark, trade name, nor other Intellectual Property used or owned by the other party without the prior written consent of such other party. Each party will submit to the other party all advertising, press releases, and other publicity matters relating to this Agreement in which such other party's name or mark is mentioned or language from which the connection of the name or mark may be inferred or implied and will not publish or use such advertising, sales promotion, press releases, or publicity matters without the other party's prior written approval.
- 24. Assignment; Subcontracting.** Neither party may assign its rights and obligations under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may, upon written notice to the other party, assign its rights and obligations under this Agreement to one or more of its affiliates or subsidiaries or to any party acquiring substantially all of its assets. If Customer is merged with, acquired by or acquires a competitor of CBTS, CBTS shall have the option to terminate this Agreement upon such merger or acquisition. CBTS may subcontract any or all of the Services to be performed under this Agreement provided, however, CBTS will remain responsible for the performance of such subcontractors and their adherence to this Agreement and applicable SOW(s). This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

- 25. Notices.** All notices hereunder must be in writing and will be conclusively deemed to have been received by a party hereto if delivered personally to such party, or sent by facsimile transmission (followed by written confirmation), or by recognized overnight courier service with tracking capabilities, or by certified or registered U.S. mail, return receipt requested, postage prepaid, addressed to such party at the address set forth on page or to such other address as either party may give to the other in writing for such purpose. All notices will be effective upon receipt.

Changes to the addresses of the parties shall be given in accordance with the foregoing methods and shall be deemed effective upon receipt.

- 26. Disputes; Binding Arbitration.** The parties will attempt in good faith to promptly resolve any dispute arising out of or relating to this Agreement or any Related Agreement. In the event resolution cannot be reached, the disputing party shall give the other party written notice of the dispute. If the parties still fail to resolve the dispute within thirty (30) days of receiving such written notice, either party may seek arbitration. Except for proceedings requesting equitable remedies, all disputes shall be finally settled by binding arbitration by a single, mutually agreeable arbitrator, who is knowledgeable in the information technology field pursuant to the rules of the American Arbitration Association then in effect, in Cincinnati, Ohio. The arbitrator's decision and award will be final and binding. The arbitrator may, as a part of the arbitration award, permit the substantially prevailing party to recover all or part of its attorney's fees and other out-of-pocket costs incurred in connection with such arbitration. The arbitrator will not have authority to modify or expand any of the provisions of this Agreement. Any dispute between the parties arising under this Agreement must be filed within one (1) year after the occurrence of the event giving rise to such cause of action.

27. Termination.

- 27.1** Either party may terminate this Agreement and any Related Agreement if the other party fails to perform or comply with any material term or condition of this Agreement and any Related Agreement and such failure continues un-remedied for thirty (30) days after the defaulting party's receipt of written notice thereof from the non-defaulting party specifying the failure. In addition, CBTS may terminate this Agreement and any Related Agreement if Customer fails to pay any undisputed amount which is due to CBTS under this Agreement or any Related Agreement within fifteen (15) days after receipt of written notification from CBTS of non-payment. CBTS may also terminate this Agreement and any Related Agreement immediately if Customer engages in any misuse of the Products, Software or Services or practices which are illegal. Any accrued rights to payment and other remedies for breach of this Agreement shall survive termination of this Agreement and any Related Agreement, regardless of the cause for termination.
- 27.2** Either party shall have the right to terminate this Agreement and any Related Agreement without further obligation or liability if the other party becomes insolvent, ceases its normal business operations or upon the commencement of voluntary or involuntary proceedings under any bankruptcy, reorganization, or other similar laws of any jurisdiction by or against the other party; or if any order shall be made or any resolution passed for the winding up, liquidation, or dissolution of the other party; or if a receiver be appointed for it or its property; or if any of its goods or properties shall be taken in execution; or if it makes a general assignment for the benefit of creditors.
- 27.3** Customer may terminate this Agreement for convenience at any time by providing thirty (30) days written notice to CBTS. Unless otherwise expressly provided in the applicable Related Agreements, if Customer terminates this Agreement for convenience prior to the end of the Initial Term, Customer is responsible for: (i) one hundred percent (100%) of all deferred

payments; (ii) a pro-rata portion of any charges or fees previously waived by CBTS; (iii) all outstanding amounts under all Invoices, and (iv) an early termination charge equal to fifty percent (50%) of its Monthly Recurring Charges identified in each SOW multiplied by the number of months remaining in the Initial Term. Customer will pay such amounts owed and termination fees within thirty (30) days after the termination date.

- 27.4** Notwithstanding the foregoing, any termination of this Agreement or any Related Agreement, by either party for any reason, shall not terminate or otherwise modify any Equipment Lease Schedule outstanding as of the termination, the obligations of which shall continue in full force and effect pursuant to its terms. In addition, any termination of any Related Agreement by either party for any reason shall not terminate or modify this Agreement or any other Related Agreement.
- 28. Survival.** All provisions of this Agreement which expressly or by their nature are intended to survive termination of this Agreement will survive termination of this Agreement.
- 29. Governing Law and Jurisdiction; Limitations.** This Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or relating to the subject matter of this Agreement, shall be governed by the laws of the State of Ohio, without regard to its conflicts of law principles. Subject to Section 26 of this Agreement, the parties agree that any legal action or proceeding with respect to this Agreement or any Related Agreement shall be brought and maintained only in the courts of Hamilton County, Ohio or the United States District Court for the Southern District of Ohio, and each party submits to the jurisdiction of such courts. The parties waive to the fullest extent permitted by law any objection (including inconvenience of forum) they may now or hereafter have to the venue in any such action or proceeding in any such court. Any legal action between the parties arising under this Agreement or any Related Agreement must be filed within two (2) years after the occurrence of the event giving rise to such cause of action.
- 30. Entire Agreement; Amendments.**
- 30.1** This Agreement and any Related Agreement(s) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all proposals, oral or written, all negotiations, discussions, and all past dealings between the parties relating to the subject matter hereof. Each party acknowledges and agrees that no employee, officer, agent, or representative of the other party has the authority to make any representations, statements, or promises in addition to or in any way different than those contained in this Agreement and any Related Agreement, and that it is not entering into this Agreement or any Related Agreement in reliance upon any representation, statement, or promise of the other party except as expressly stated herein or therein.
- 30.2** This Agreement may only be amended by an instrument in writing executed by an authorized representative of each party.
- 31. Force Majeure.** Except for the obligation to make payments for amounts due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is delayed or prevented due to a Force Majeure event. The term "Force Majeure" means an occurrence that is beyond the reasonable control of the party affected and occurs without its fault or negligence, including acts of God or the public enemy, fire, explosion, earthquake, flood, storm, lightning, or other similar catastrophe; vandalism; cable cut; any law or regulation of any governmental entity, court, or civil or military authority having jurisdiction over either of the parties; national emergencies, terrorism, insurrections, riots or wars; strikes or lockouts; or manufacturers' shortages or constraints. In the event of such a delay or inability to perform, the time for performance

shall be extended for a period of time equal to the length of the delay or inability to perform encountered by the affected party due to the Force Majeure event. Notwithstanding the foregoing, if CBTS is unable to provide Services for seven (7) consecutive days due to a Force Majeure event, Customer may cancel the affected Services without liability for any early termination charges. Such cancellation shall not affect the obligations of either party, including payment obligations, which exist as of the date of termination.

32. **Legality; Enforceability.** If one or more of the provisions contained in this Agreement shall be held to be invalid or illegal in any respect, such invalidity or illegality shall not affect any other provision hereof, and this Agreement shall be construed as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect.
33. **Request for Information.** If CBTS is required to provide information or documentation in any form, including but not limited to, electronically stored information, related to the Services, Products, Software and/or relationship with Customer, Customer shall be responsible for the costs associated with CBTS providing all such information. The applicability of this Section includes, but is not limited to, requests for information made by Customer, issued by a court or governing body of competent jurisdiction, and/or made pursuant to a subpoena.
34. **Waiver.** The waiver by a party of any breach of this Agreement by the other party in a particular instance shall not operate as a waiver of subsequent breaches of the same or different kind. The failure of a party to exercise any rights under this Agreement in a particular instance shall not operate as a waiver of such party's right to exercise the same or different rights in subsequent instances. No course of dealing or failure by any party to strictly enforce any term, right or condition of this Agreement or any Related Agreement shall be construed as a waiver of such term, right or condition.
35. **Election of Remedies.** Except as otherwise expressly stated in this Agreement, the rights and remedies of a party set forth herein with respect to any failure of the other party to comply with the terms or conditions of this Agreement (including, without limitation, rights of full termination of this Agreement) are not exclusive, and the exercise thereof shall not constitute an election of remedies.
36. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together will constitute one and the same agreement.
37. **Headings.** Headings herein are for convenience of reference only and shall in no way affect the interpretation of this Agreement.

SCHEDULE 1**BUSINESS CONNECTIONS SERVICE**

This Schedule is a Related Agreement as defined in the Cincinnati Bell Technology Solutions Master Services, Products and License Agreement (the "Agreement") and is incorporated into and made part of the Agreement. In the event of a conflict in the terms and conditions of this Schedule and the Agreement, the terms of this Schedule shall prevail over any contrary provisions in the Agreement unless this Schedule explicitly states that the Agreement prevails over this Schedule.

1. TERM

Unless otherwise renewed or terminated in accordance with the provisions herein, the Term of this Schedule shall become effective based on the latter of the provisioning or activation date ("Effective Date") and shall continue for **thirty-six (36) months ("Initial Term")**. After expiration of the Term, this Schedule shall automatically renew at the current contract rate for twelve (12) month periods ("Renewal Term") unless either Party terminates this Schedule by providing thirty (30) days advance written notice of termination to the other Party prior to the expiration of the then-current Term. Hereinafter "Term" shall mean collectively Initial and/or Renewal Term. Notwithstanding the foregoing, CBT reserves the right to adjust rates at any time after the expiration of the Initial Term upon sixty (60) days prior written notice to Customer, during which time Customer shall have the right to terminate this Schedule, without incurring termination charges, if Customer does not agree to stated rate adjustment. In the event Customer does not provide written notice of termination during the sixty (60) days period, Customer shall be deemed to accept the rate adjustment.

2. DEFINITIONS

Business Connections - One flat rate analog business line with the following optional features: call waiting, call forward variable, 69 - call return, 60 - call block, 66 - repeat dialing, voice mail box, call forwarding (i) busy line; (ii) don't answer; (iii) busy line second path; or (iv) don't answer second path, per line privacy, anonymous call rejection, message waiting indication, hunting, three way calling, caller ID number, caller ID name, speed dialing - 8, speed calling - 30, distinctive ring 1 and distinctive ring 2. Business Connections lines also include free domestic, outbound long distance calling.

3. SERVICES AND RATES

Subject to the terms and conditions of the Agreement and this Schedule, CBT shall provide Customer with Business Connections Service and Customer shall pay CBT for such as follows:

Service Description	USOC	Monthly Unit Price
Business Connections	C5PEX	\$30.00

All prices and rates herein are exclusive of 911, taxes, optional features and any one-time nonrecurring charges unless otherwise noted. Any other regulated services not listed herein which are provided by CBT to Customer, shall be governed by the rates, terms, and conditions of the appropriate tariff. CBT shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the Service. As of the Agreement execution date, Customer's Business Connections Service information is as follows:

A.

Service Address: 212 Barnes Rd. Williamstown, KY 41097			
Service Description	Qty	Unit Price	Monthly Total
Business Connections	13	\$30.00	\$390.00

4. TERMINATION CHARGES

In the event that Business Connections Service under this Schedule is terminated by Customer for convenience or for reasons other than CBT's breach of this Schedule prior to the expiration of the Term, Customer will pay a termination charge equal to all remaining amounts due or to become due, including but not limited to all monthly charges for which Customer would have been responsible if the Customer had not terminated prior to the expiration of the Term.

5. REGULATORY APPROVAL; TARIFFS.

This Schedule is subject to applicable regulatory requirements. In the event of any conflict between the terms of this Schedule and applicable regulatory requirements, such regulatory requirements will take precedence and be controlling, except with respect to the rates and any termination charges agreed to in this Schedule. The obligations of CBT and Customer under this Schedule may be contingent upon approval of this Agreement by applicable regulatory agencies.. The regulations and rates specified herein are in addition to applicable regulations and rates set forth in CBT's tariffs on file with regulatory agencies and service agreements available at cincinnatiBell.com.

IN WITNESS WHEREOF, the Parties have caused their respective duly authorized representatives to execute this Business Connections Service Schedule as of the date(s) last written below.

Grant County

**Cincinnati Bell Technology Solutions Inc.
(an authorized agent for Cincinnati Bell Telephone Company LLC)**

By: Stephen Wood
 Print Name: Stephen Wood
 Title: Jude Executive
 Date: 4-3-18

By: _____
 Print Name: _____
 Title: _____
 Date: _____

SCHEDULE 2

PRIME ADVANTAGE SERVICE

This Schedule is a Related Agreement as defined in the Cincinnati Bell Technology Solutions Master Services, Products and License Agreement (the "Agreement") and is incorporated into and made part of the Agreement. In the event of a conflict in the terms and conditions of this Schedule and the Agreement, the terms of this Schedule shall prevail over any contrary provisions in the Agreement unless this Schedule explicitly states that the Agreement prevails over this Schedule.

1. TERM

Unless otherwise renewed or terminated in accordance with the provisions herein, the Term of this Schedule shall become effective based on the latter of the provisioning or activation date ("Effective Date") and shall continue for **thirty-six (36) months ("Initial Term")**. After expiration of the Term, this Schedule shall automatically renew at the current contract rate for twelve (12) month periods ("Renewal Term") unless either Party terminates this Schedule by providing thirty (30) days advance written notice of termination to the other Party prior to the expiration of the then-current Term. Hereinafter "Term" shall mean collectively Initial and/or Renewal Term. Notwithstanding the foregoing, CBT reserves the right to adjust rates at any time after the expiration of the Initial Term upon sixty (60) days prior written notice to Customer, during which time Customer shall have the right to terminate this Schedule, without incurring termination charges, if Customer does not agree to stated rate adjustment. In the event Customer does not provide written notice of termination during the sixty (60) days period, Customer shall be deemed to accept the rate adjustment.

2. DEFINITIONS

Prime Advantage -- is a high-speed, high-capacity switched digital interface carrying 24 channels between customer's premise (ISDN compatible PBX, router, bridge, computer interface or other CPE) and a CBT central office. Each Prime Advantage facility consists of up to 23 bearer channels (B channels) for circuit-switched voice, video and data, and a separate delta channel (D channel) dedicated to perform monitoring and signaling for the B channels.

3. SERVICES AND RATES

Subject to the terms and conditions of the Agreement and this Schedule, CBT shall provide Customer with Prime Advantage Service and Customer shall pay CBT for such, as follows:

<u>Each Facility</u> <u>Monthly</u>	<u>Each 2-Way / DID Channel</u> <u>Monthly</u>	<u>Each Caller ID</u> <u>Monthly</u>	<u>DID # 20 Block</u> <u>Monthly</u>
\$400.00	\$0.00	\$0.00	\$0.00

All prices and rates herein are exclusive of Port, EUCL, 911, USF, surcharges, taxes and one-time charge unless otherwise noted. Any other regulated services not listed herein which are provided by CBT to Customer, shall be governed by the rates, terms, and conditions of the appropriate tariff. CBT shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the Prime Advantage Service. As of the Agreement execution date, Customer's Prime Advantage Service information is as follows:

A.

Service Address: 212 Barnes Rd. Williamstown, KY 41097				
1 Facility Monthly	23 Flat Rate 2-Way / DID Channels Monthly	1 Caller ID Monthly	5 DID # 20 Blocks Monthly	TOTAL Monthly
\$400.00	\$0.00	\$0.00	\$0.00	\$400.00

4. TERMINATION CHARGES

In the event that Prime Advantage Service (which includes the facility and/or channels) under this Schedule is terminated by Customer for convenience or for reasons other than CBT's breach of this Schedule prior to the expiration of the Term, Customer will pay a termination charge equal to all remaining amounts due or to become due, including but not limited to all monthly charges for which Customer would have been responsible if the Customer had not terminated prior to the expiration of the Term.

5. REGULATORY APPROVAL; TARIFFS.

This Schedule is subject to applicable regulatory requirements. In the event of any conflict between the terms of this Schedule and applicable regulatory requirements, such regulatory requirements will take precedence and be controlling, except with respect to the rates and any termination charges agreed to in this Schedule. The obligations of CBT and Customer under this Schedule may be contingent upon approval of this Agreement by applicable regulatory agencies, including the Public Utilities Commission of Ohio and Public Services Commission of Kentucky. The regulations and rates specified herein are in addition to applicable regulations and rates set forth in CBT's tariffs on file with regulatory agencies.

IN WITNESS WHEREOF, the Parties have caused their respective duly authorized representatives to execute this Prime Advantage Service Schedule as of the date(s) last written below.

Grant County

By: Stephen Wood
 Print Name: Stephen Wood
 Title: Judge Speculative
 Date: 4-9-2018

**Cincinnati Bell Technology Solutions Inc.
 (an authorized agent for Cincinnati Bell Telephone Company LLC)**

By: _____
 Print Name: _____
 Title: _____
 Date: _____

SCHEDULE 3**SWITCHED LONG DISTANCE SERVICE**

This Schedule is a Related Agreement as defined in the Cincinnati Bell Technology Solutions Master Services, Products and License Agreement (the "Agreement") and is incorporated into and made part of the Agreement. In the event of a conflict in the terms and conditions of this Schedule and the Agreement, the terms of this Schedule shall prevail over any contrary provisions in the Agreement unless this Schedule explicitly states that the Agreement prevails over this Schedule.

1. TERM

Unless otherwise renewed or terminated in accordance with the provisions herein, the Term of this Schedule shall become effective based on the latter of the provisioning or activation date ("Effective Date") and shall continue for **thirty-six (36) months ("Initial Term")**. After expiration of the Term, this Schedule shall automatically renew at the current contract rate for twelve (12) month periods ("Renewal Term") unless either Party terminates this Schedule by providing thirty (30) days advance written notice of termination to the other Party prior to the expiration of the then-current Term. Hereinafter "Term" shall mean collectively Initial and/or Renewal Term. Notwithstanding the foregoing, CBAD reserves the right to adjust rates at any time after the expiration of the Initial Term upon sixty (60) days prior written notice to Customer, during which time Customer shall have the right to terminate this Schedule, without incurring termination charges, if Customer does not agree to stated rate adjustment. In the event Customer does not provide written notice of termination during the sixty (60) days period, Customer shall be deemed to accept the rate adjustment.

2. SERVICES AND RATES

Subject to the terms and conditions of the Master Services Agreement (hereinafter "Agreement") and this Schedule, CBAD agrees to provide and Customer agrees to purchase the services as described in one or more Addenda attached (as applicable) and incorporated herein.

Addendum A -- Voice Services Supplement

3. PAYMENT TERMS

CBAD shall send notice to Customer that service is ready for commercial use ("Service Activation Date") and billing will commence within five (5) business days thereafter. Invoices for services are due and payable in U.S. Dollars within thirty (30) days of the date on the invoice ("Invoice Due Date"). Pricing above does not include charges for taxes, fees, and surcharges, which shall be included in the invoices. Surcharges and fees are billed at rates specified in CBAD's filed tariffs, if applicable. If any invoice is not paid when due, CBAD may (i) apply a late charge equal to two (2) percent (or the maximum legal rate, if less) of the unpaid balance per month; and or (ii) require a deposit or other form of security ("Security Deposit"). Customer shall be in default if Customer fails to make payment as required and such failure remains uncured for five (5) calendar days after the Invoice Due Date. If Customer in good faith disputes any portion of any CBAD invoice, Customer shall submit to CBAD by the Invoice Due Date, full payment of the undisputed portion of any CBAD invoice and written documentation identifying and substantiating the disputed amount. If Customer does not report a dispute within sixty (60) days following the date on the applicable invoice, Customer shall have waived its right to dispute that invoice. CBAD and Customer agree to use their respective best efforts to resolve any dispute within thirty (30) days after CBAD receives written notice of the dispute from Customer. Any disputed amounts resolved in favor of Customer shall be credited to Customer's account on the next invoice.

following resolution of the dispute. Any disputed amounts determined to be payable to CBAD shall be due within (10) days of resolution of the dispute.

4. TERMINATION CHARGES

Either party may terminate this Schedule or disconnect, in whole or in part, any services hereunder at any time and without cause upon thirty days(s) prior written notice to the other party. Notwithstanding the foregoing, if Customer terminates any service prior to the end of a Service Term, Customer shall reimburse CBAD for all costs of the implementation of such service(s). If Customer terminates any service prior to end of its term after service is activated, Customer shall pay the following fees if applicable: (i) all unpaid charges for service previously rendered; (b) fifty percent (50%) of the CBAD Long Distance service plan monthly recurring charges multiplied by the number of months remaining in the term; (c) one hundred percent (100%) of Customer's local access fees multiplied by the number of months remaining in the term; and (d) a pro-rata payback of all fees/charges previously waived by CBAD. The termination charges stated herein are liquidated damages and not a penalty.

5. NO RESALE

Services provided hereunder are for Customer's own use and shall not be resold or provided to third parties for profit.

6. AUTOMATIC DIALER DEVICES

Customer acknowledges and agrees that use of autodialers, predictive dialers or other devices that generate automated outbound calls in conjunction with products and services provided under this Agreement is strictly prohibited. CBAD may, in its sole discretion, suspend service for issued pertaining to network congestion due to Customer's use of these devices, revise the pricing herein, or immediately terminate service under this Agreement immediately.

7. MAINTENANCE CHARGES AND ANCILLARY FEES

CBAD shall maintain its network; however, if Customer requests CBAD to send maintenance personnel to perform troubleshooting, who determines that the maintenance required was caused by Customer or Customer's equipment, additional reasonable charges will apply.

8. RATE ADJUSTMENT

If Customer's voice traffic disproportionately terminates to and/or originates in high cost areas, CBAD will provide Customer notice and thirty (30) days to correct its voice traffic. CBAD reserves the right to adjust Customer's rates during this thirty-day period. If Customer does not comply with CBAD's notice and elects not to continue to receive services with the rate adjustment, Customer may terminate this Agreement upon thirty (30) days written notice to CBAD, provided that Customer shall remain liable for all usage charges incurred prior to such termination as well as all termination charges as set forth in Section 4.

9. SHORT DURATION CALL PENALTY.

Notwithstanding anything to the contrary herein, if the percentage of the Customer's completed calls are equal to or less than six (6) seconds in length for any billing cycle meets or exceeds ten percent (10%), Cincinnati Bell may charge an additional \$0.03 for each Short Duration Call during such billing cycle (excluding those Short Duration Calls under the Short Duration Percentage Threshold).

10. REGULATORY APPROVAL; TARIFFS.

This Schedule is subject to applicable regulatory requirements. In the event of any conflict between the terms of this Schedule and applicable regulatory requirements, such regulatory requirements will take precedence and be controlling, except with respect to the rates and any termination charges agreed to in this Schedule. The obligations of CBT and Customer under this Schedule may be contingent upon approval of this Agreement by applicable regulatory agencies.. The regulations and rates specified herein are in addition to applicable regulations and rates set forth in CBT's tariffs on file with regulatory agencies and service agreements available at cincinnatiBell.com.

IN WITNESS WHEREOF, the Parties have caused their respective duly authorized representatives to execute this Switched Long Distance Service Schedule as of the date(s) last written below.

Grant County

**Cincinnati Bell Technology Solutions Inc.
(an authorized agent for Cincinnati Bell
Telephone Company LLC)**

By: Stephen Wood
Print Name: Stephen Wood
Title: Judge Executive
Date: 4/3/2018

By: _____
Print Name: _____
Title: _____
Date: _____

Addendum A – Voice Services Supplement

1. Interstate/Intrastate Switched Voice Usage Rate. In consideration for Customer's Service Term Commitment, CBAD will provide a per minute rate as set forth in the table in Section 2 below for Customer's interstate/intrastate switched outbound and inbound voice service usage. The interstate/intrastate switched voice usage rate applies to Customer's interstate/intrastate long distance service originating and terminating in the continental United States.

2. Minimum Monthly Voice Commitment – \$0.00. Beginning with the first month after the Service Activation Date, Customer's Minimum Monthly Voice Commitment ("Minimum Commitment") usage of CBAD's voice services will be measured after application of all discounts and in accordance with the Service Term. Calling card, non-recurring charges, feature charges, taxes, fees, and other surcharges do not contribute to Customer's Minimum Commitment. If during any month of a Service Term Customer's usage of CBAD voice services are less than the Minimum Commitment, Customer will pay to CBAD the difference between Customer's Minimum Commitment and Customer's actual usage of CBAD voice services.

Minimum Commitment	Switched Voice Usage Plan Overage Rate
\$0.00	\$0.025/minute

- Customer shall be entitled to **3,000 Free Minutes (Outbound Domestic Only) each month at no charge.**

Notwithstanding the foregoing, the table below reflects the rates for Hawaii, Alaska and the US Virgin Islands regardless of Minimum Commitment.

Switched Voice Usage Plan Rate
\$0.18/minute

3. International Voice Usage Rates. CBAD's international voice service usage rates, which vary by country, are subject to change upon thirty (30) days written notice. To view the international voice service usage rates, please visit [CincinnatiBell.com](http://www.cincinnatiBell.com) or the specified web address as follows:

<http://www.cincinnatiBell.com/business/longdistance/international/?id=universal3>

4. Optional Services

Service	Monthly Service Term Pricing
800 Numbers	\$ 2.50 per number
800 Directory Assistance Listing	\$25.00 per number
Toll Free "Payphone Blocking"	\$25.00 per number♣

♣ Additional \$200.00 one-time set-up charge. This feature will block all calls to the Customer's toll free number(s) listed below from payphones when the LEC/CLEC sends the payphone indicator in the call setup message. If the LEC/CLEC does not provide the payphone indicator CBAD cannot block the payphone calls. Therefore, the Customer is responsible for all payphone surcharges for all calls made from payphones to their toll free number(s) that couldn't be blocked by CBAD. CBAD agrees to add the toll free "payphone blocking" feature on the following Customer toll free numbers:

5. Call Increments and Rounding. Non-calling card interstate and intrastate outbound and inbound calls are billed in thirty (30) second increments with six (6) second additional increments thereafter. International

outbound with the exception of **Mexico** will be billed in thirty (30) second increments with six (6) second additional increments thereafter. Calls to Mexico will be billed in sixty (60) second increments with sixty (60) second additional increments thereafter. All calls are rounded up to the nearest cent. Customer can view billing call detail records at <https://care.anydistance.com>.

6. Scope. CBAD (i) shall use reasonable commercial efforts to commence provisioning of services to Customer on or before the Service Activation Date, which is scheduled to be the first date of order activation; and (ii) is authorized to act as Customer's agent in placing orders with other carriers in order to provide telecommunications services, if requested. Usage charges shall be based on (i) the rates for services set forth herein, as applicable; and (ii) actual usage of CBAD's network from establishment of a connection between the calling telephone and the called telephone to termination, as determined in CBAD's sole discretion.



STEPHEN P. WOOD
Judge/Executive

JACQUALYNN RILEY
Magistrate- District 1

SHAWNA COLDIRON
Magistrate- District 2

BOBBY NEWMAN
Magistrate - District 3

JOE TAYLOR
County Attorney

Offices of the Grant County Fiscal Court

101 North Main Street - Suite 3
Williamstown, Kentucky 41097
O 859-823-7561
F 859-428-4567

PATRICIA CONRAD
Deputy Judge
Fiscal Court Clerk

PEGGY UPDIKE
County Treasurer

MATTIE GUTMAN
Recreation & Community Outreach Director

LES WHALEN
Emergency Management Director

BRYAN MILES
Solid Waste Coordinator

STEVE TATUM
Road Supervisor

MARSHA CHANEY
Animal Shelter Director

TERRY Conrad
Building Inspector

APPOINTMENT

I, Stephen P. Wood, Grant County Judge/Executive, do hereby appoint, Eual

“Colby” McClure 3505 Arnolds Creek Road, Dry Ridge, Kentucky 41035 to serve

as a Part-Time Parks Laborer at a salary of \$13.20 per hour effective April 9, 2018.

Dated this 2nd day of April, 2018

Stephen P. Wood

Judge/Executive

ATTEST:

Patricia Conrad

Fiscal Court Clerk