

Minutes of the Grant County Fiscal Court September 17, 2019

The Grant County Fiscal Court met in Regular Session on Tuesday, September 17, 2019, at 6:30 P.M. at the Grant County Courthouse in Williamstown, Kentucky. Those in attendance was The Honorable Judge/Executive Chuck Dills presiding, Magistrate Jacquelyn Riley, Magistrate Shawna Coldiron, and Magistrate Roger Humphrey. Stephen Bates II, Grant County Attorney and Pat Conrad, Grant County Fiscal Court Clerk were also present.

The following guests were in attendance: Stephanie Howe, Michael Wright, Grant County Sheriff's Deputy, Bobby Webb, Grant County Sheriff's Deputy, Colton Simpson, Grant County Tax Administrator, Jennifer Thurman Humphrey, Greg Brockman, Mayor of the City of Dry Ridge, David Rose, Thomas Mabry, and Judy Isaacs.

CALL TO ORDER:

Judge/Executive Chuck Dills called the meeting to order and asked Chad Mason, Youth Minister of the Williamstown Baptist Church to offer the invocation, after which Judge Dills led in the pledge of allegiance.

Judge/Executive Chuck Dills directed the clerk to call the roll, and all members of the Fiscal Court were present.

Grant County Judge/Executive Chuck Dills presented for review and a motion to approve the minutes of the September 3, 2019, regular meeting.

Motion of Magistrate Coldiron, seconded by Magistrate Humphrey to approve the minutes of the September 3, 2019 meeting.

Judge/Executive Chuck Dills called for discussion and there being none, all members present voted in the affirmative.

Judge/Executive Chuck Dills presented for review and a motion to approve the claims

Minutes of the Grant County Fiscal Court September 17, 2019

drawn on the General Fund, Road Fund, and Jail Fund dated September 3, 2019, along with the transfers as presented.

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

Judge/Executive Chuck Dills called for discussion and there being none, all members present voted in the affirmative.

Judge/Executive Chuck Dills presented for a motion to approve a Services Agreement between the Grant County Fiscal Court and Cincinnati Bell Telephone Company, LLC, to provide Fioptics High Speed Internet to the Crittenden Park located in Crittenden, Kentucky.

Motion of Magistrate Coldiron, seconded by Magistrate Humphrey to approve a Services Agreement between the Grant County Fiscal Court and Cincinnati Bell Telephone Company, LLC, to provide Fioptics High Speed Internet to the Crittenden Park located in Crittenden, Kentucky.

Judge/Executive Chuck Dills called for discussion and there being none, all members present voted in the affirmative.

Judge/Executive Chuck Dills presented for a motion to accept the bid proposal for the replacement of the HVAC system for the Grant County Courthouse. Judge Dills stated that the only bid presented was by Howe Heating and Cooling.

Motion of Magistrate Riley, seconded by Magistrate Humphrey, to accept the bid of Howe Heating and Cooling to replace the HVAC system in the Grant County Courthouse in the amount of \$290,282.00. This bid includes upgrading the electric in the

Minutes of the Grant County Fiscal Court September 17, 2019

present voted in the affirmative.

Judge/Executive Chuck Dills presented for a reading, a Proclamation declaring the week of September 16th, 2019 as Constitution week in Grant County, Kentucky.

No action is required of the court.

Judge/Executive Chuck Dills presented a Certification of Appreciation to David Rose for his service to the County by serving as the Grant County representative on the Northern Kentucky Area Development Board.

Judge/Executive Chuck Dills presented his report and then asked the Magistrates to inform the listening audience of anything that they wished regarding what was occurring in their districts or the county.

There was some discussion regarding abandoned and unkept properties and what could possibly be legally done to clean up some of these properties. Judge/Executive Dills stated that he would investigate what other counties do in regard to this issue and would report back to the magistrates.

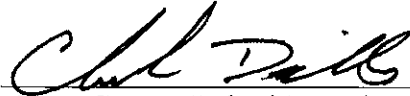
Judge/Executive Dills gave the Sheriff and Jailer the opportunity to report to the court information on their departments.

Judge/Executive Chuck Dills then asked if anyone in the audience wished to address the court.

Judge/Executive Chuck Dills reminded the court that the next meeting of this body will be held on Tuesday, October 1, 2019. The meeting will be held at the Grant County Courthouse at 6:30 P.M.

Minutes of the Grant County Fiscal Court September 17, 2019

Motion to adjourn was made by Magistrate Riley, and seconded by Magistrate Riley. All members present voted to adjourn.

A handwritten signature in cursive script, appearing to read "Chuck Dills", written over a horizontal line.

Grant County Judge/Executive
Chuck Dills

Vendor Claims Register - Detail

GRANT COUNTY FISCAL COURT

SEPTEMBER 05 2019 GENERAL FUND UTILITY CLAIMS

All Funds

From: 09/05/2019 To: 09/05/2019

Voucher	Date	PO No.	Invoice	Account	Account Name	Vendor Name	Claim Description	Pd Check	Amount
00000515	09/05	16000391	3910	01-5401-578-	UTILITIES	DUKE ENERGY	OFFICE AT CRITTENDEN PARK ELECTRIC	<input checked="" type="checkbox"/> 00027776	96.94
00000515	09/05	16000391	3111	01-5401-578-	UTILITIES	DUKE ENERGY	WELFARE HOUSE ELECTRIC	<input checked="" type="checkbox"/> 00027776	229.21
									326.15
									2 Voucher Items Listed
00000516	09/05	16000392	307977	01-5085-578-	MT. ZION COMMUNITY CENTER (UTILITIES)	OWEN ELECTRIC COOPERATIVE	ELECTRIC / MT ZION FIREHOUSE	<input checked="" type="checkbox"/> 00027777	79.24
									79.24
									1 Voucher Items Listed
00000517	09/05	16000393	U00010731000	01-5401-578-	UTILITIES	CITY OF DRY RIDGE	WATER/SEWER AT SHERMAN TAVERN	<input checked="" type="checkbox"/> 00027778	58.20
									58.20
									1 Voucher Items Listed
00000519	09/05	16000426		01-5085-578-	MT. ZION COMMUNITY CENTER (UTILITIES)	BULLOCK PEN WATER DISTRICT	MT ZION FIREHOUSE / WATER	<input checked="" type="checkbox"/> 00027779	28.17
00000519	09/05	16000426		01-5401-578-	UTILITIES	BULLOCK PEN WATER DISTRICT	SHERMAN TAVERN / WATER	<input checked="" type="checkbox"/> 00027779	28.17
00000519	09/05	16000426		01-5401-578-	UTILITIES	BULLOCK PEN WATER DISTRICT	CRITTENDEN PARK BATHROOMS	<input checked="" type="checkbox"/> 00027779	176.63
00000519	09/05	16000426		01-5401-578-	UTILITIES	BULLOCK PEN WATER DISTRICT	WELFARE HOUSE / WATER	<input checked="" type="checkbox"/> 00027779	47.08
									280.05
									4 Voucher Items Listed
00000520	09/05	16000425		01-5401-578-	UTILITIES	GRANT CO. SANITARY SEWER DIST.	SEWER/ PARK BATHROOMS	<input checked="" type="checkbox"/> 00027780	85.00
									85.00
									1 Voucher Items Listed
									5 Vouchers Listed
									9 Voucher Items Listed
									828.64

Vendor Claims Register - Detail

GRANT COUNTY FISCAL COURT

SEPTEMBER 17 2019 GENERAL FUND CLAIMS

All Funds

From: 09/17/2019 To: 09/17/2019

Voucher	Date	PO No.	Invoice	Account	Account Name	Vendor Name	Claim Description	Pd Check	Amount
00000521	09/17	16000430	INV304050	01-5015-705-	DATA	ATLAS BUSINESS SOLUTIONS, INC.	LICENSE-SCHEDULE ANYWHERE	<input type="checkbox"/>	691.20
								1 Voucher Items Listed	691.20
00000522	09/17	16000397	ACCT # 859-	01-5401-578-	UTILITIES	CINCINNATI BELL TELEPHONE	INTERNET FOR CRTTENDEN PARK	<input type="checkbox"/>	86.34
								1 Voucher Items Listed	86.34
00000523	09/17	16000384	69365	01-5015-592-	SHERIFF, VEHICLE MAINTENANCE	CONRAD'S TIRE COMPANY	USED TIRES/ DAVID FIELDS/ 09 CV	<input type="checkbox"/>	39.00
00000523	09/17	16000306	69363	01-5401-455-	PETROLEU PRODUCTS - GASOLINE, OIL ETC.	CONRAD'S TIRE COMPANY	OIL CHANGE	<input type="checkbox"/>	36.94
								2 Voucher Items Listed	75.94
00000524	09/17	16000399		01-5015-569-	REGISTRATION, CONFERENCES & TRAINING	SCOTT CONRAD	MEALS / TRAINING	<input type="checkbox"/>	180.00
								1 Voucher Items Listed	180.00
00000525	09/17	16000398	072019COUNTY	01-5140-303-	AMBULANCE SERVICE	CITY OF DRY RIDGE	AMBULANCE SERVICE 7/1/19-7/31/19	<input type="checkbox"/>	7,594.80
								1 Voucher Items Listed	7,594.80
00000526	09/17	16000380		01-5080-582-	ELECTRIC	DUKE ENERGY	WEATHER SIREN/SHERMAN MT. ZION LOCATION	<input type="checkbox"/>	38.17
00000526	09/17	16000381		01-5401-578-	UTILITIES	DUKE ENERGY	SHERMAN TAVERN ELECTRICITY	<input type="checkbox"/>	31.39
								2 Voucher Items Listed	69.56
00000527	09/17	16000341	JASON MULLIN	01-5015-705-	DATA	FORCHT BANK	NETREAR SWITCH	<input type="checkbox"/>	489.74
00000527	09/17	16000219	JASON MULLIN	01-5080-406-	BUILDING MAINTENANCE SUPPLIES	FORCHT BANK	WAL MART SUPPLIES	<input type="checkbox"/>	42.57
00000527	09/17	16000204	JASON MULLIN	01-5080-588-	FIRE ALARM SYSTEM	FORCHT BANK	2 BATTERIES FOR FIRE PANEL	<input type="checkbox"/>	63.34
00000527	09/17	16000372	GEORGE SCHER	01-5081-406-	JUSTICE CENTER, BLDG. MAINT. SUPPLIES	FORCHT BANK	BATTERY PACK FOR JUDICIAL CENTER	<input type="checkbox"/>	473.03
00000527	09/17	16000312	TONY ASHGRAF	01-5115-569-	REGISTRATIONS, CONF., TRAINING, ETC.	FORCHT BANK	CODE ADMIN ASSOC OF KY CONFERENCE	<input type="checkbox"/>	185.00
00000527	09/17	16000412	MATTIE GUTMA	01-5401-348-	RECREATIONAL EVENTS	FORCHT BANK	CABLE FOR MOVIE PROJECTOR	<input type="checkbox"/>	14.83
00000527	09/17	16000413	MATTIE GUTMA	01-5401-348-	RECREATIONAL EVENTS	FORCHT BANK	AUDIO CABLE FOR MOVIE NIGHT	<input type="checkbox"/>	60.39
00000527	09/17	16000134	MATTIE GUTMA	01-5401-348-	RECREATIONAL EVENTS	FORCHT BANK	BACK TO SCHOOL BASH FOLDERS	<input type="checkbox"/>	98.28
00000527	09/17	16000135	MATTIE GUTMA	01-5401-467-	RECREATION SUPPLIES, EQUIP. & REPAIRS	FORCHT BANK	PAINT	<input type="checkbox"/>	119.29
00000527	09/17	16000291	MATTIE GUTMA	01-5405-445-	OFFICE EXPENSES & SUPPLIES	FORCHT BANK	BAGGED ICE, WATER	<input type="checkbox"/>	6.75
00000527	09/17	16000291	MATTIE GUTMA	01-5405-445-	OFFICE EXPENSES & SUPPLIES	FORCHT BANK	GATORADE	<input type="checkbox"/>	8.48
								11 Voucher Items Listed	1,561.70
00000528	09/17	16000386	BC0921090	01-5015-435-	SHERIFF, LAW ENFORCEMENT EXPENSE	GALLS LLC DBA ROY TAILORS UNIF	EMERGENCY BLANKETS, LOCK OUT KITS	<input type="checkbox"/>	302.68
00000528	09/17	16000351	BC0919051	01-5015-481-	SHERIFF UNIFORMS	GALLS LLC DBA ROY TAILORS UNIF	BELT FOR UNIFORM	<input type="checkbox"/>	39.99
00000528	09/17	16000209	ORDER # 1378	01-5015-481-	SHERIFF UNIFORMS	GALLS LLC DBA ROY TAILORS UNIF	UNIFORMS / RHONDA WOOD & DAVID FIELDS	<input type="checkbox"/>	434.57
								3 Voucher Items Listed	777.24
00000529	09/17	16000400	40114	01-5065-565-	ELECTION PRINTING AND SUPPLIES	HARP ENTERPRISES, INC.	NOV. 5, 2019 ELECTION	<input type="checkbox"/>	3,000.00

Vendor Claims Register - Detail

GRANT COUNTY FISCAL COURT

SEPTEMBER 17 2019 GENERAL FUND CLAIMS

All Funds

From: 09/17/2019 To: 09/17/2019

Voucher	Date	PO No.	Invoice	Account	Account Name	Vendor Name	Claim Description	Pd Check	Amount
00000530	09/17	16000424		01-5025-569-	REGISTRATIONS, CONFERENCES, TRAINING, ROGER HUMPHREY		MEALS & MILEAGE 1 Voucher Items Listed	<input type="checkbox"/>	108.14 108.14
00000531	09/17	16000405		01-5080-585-	MAINTENANCE AGREEMENT	EDIE IRELAND	CUSTODIAL 1 Voucher Items Listed	<input type="checkbox"/>	1,672.00 1,672.00
00000531	09/17	16000405		01-5401-586-	PARKS - CLEANING	EDIE IRELAND	CUSTODIAL 2 Voucher Items Listed	<input type="checkbox"/>	567.00 2,239.00
00000532	09/17	16000278	410405	01-5080-406-	BUILDING MAINTENANCE SUPPLIES	KELLY BROTHERS LUMBER CO. INC	2 DOOR STOPPERS 1 Voucher Items Listed	<input type="checkbox"/>	12.98 12.98
00000532	09/17	16000282		01-5401-467-	RECREATION SUPPLIES, EQUIP. & REPAIRS	KELLY BROTHERS LUMBER CO. INC	90 BAGS OF SACRETE 1 Voucher Items Listed	<input type="checkbox"/>	486.10 486.10
00000532	09/17	16000339		01-5401-467-	RECREATION SUPPLIES, EQUIP. & REPAIRS	KELLY BROTHERS LUMBER CO. INC	CONCRETE ANCHOR 3 Voucher Items Listed	<input type="checkbox"/>	1.59 500.67
00000533	09/17	16000420		01-5081-586-	JUDICIAL CENTER - CONTRACTED CUSTODIAL/MCR SERVICES		CLEANING JUDICIAL CENTER/ SEPT. 2019 1 Voucher Items Listed	<input type="checkbox"/>	2,660.00 2,660.00
00000534	09/17	16000431	67854	01-5015-445-	OFFICE SUPPLIES	LYNCH ENTERPRISES	BUSINESS CARDS, SWITZER - FIELDS 1 Voucher Items Listed	<input type="checkbox"/>	75.00 75.00
00000535	09/17	16000297	0011429866	01-5015-592-	SHERIFF, VEHICLE MAINTENANCE	S&S TIRE	4 TIRES FOR SHERIFF'S STOCK 1 Voucher Items Listed	<input type="checkbox"/>	548.00 548.00
00000536	09/17	16000401	4799	01-5401-741-	IMPROVEMENTS AND CONSTRUCTION	OLD GLORY RESOURCES, INC.	PLAYGROUND SAFETY CHIPS 1 Voucher Items Listed	<input type="checkbox"/>	1,793.00 1,793.00
00000537	09/17	16000407	154192	01-5135-333-	MAINTENANCE AGREEMENTS - WEATHER SIRENS COMMUNICATIONS		SERVICE AGREEMENT / SIRENS 1 Voucher Items Listed	<input type="checkbox"/>	455.00 455.00
00000538	09/17	16000418	489667	01-9400-203-	EMPLOYEES INSURANCE	ST. ELIZABETH EMPLOYEE ASSISTANCE PROGR	EMPLOYEE ASSISTANCE PROGRAM 1 Voucher Items Listed	<input type="checkbox"/>	281.25 281.25
00000539	09/17	16000314		01-5015-435-	SHERIFF, LAW ENFORCEMENT EXPENSE	STATE INDUSTRIAL PRODUCTS CORP	QUICK DEFENSE WIPES 1 Voucher Items Listed	<input type="checkbox"/>	260.37 260.37
00000540	09/17	16000408	19-274	01-5080-352-	ELEVATOR MAINTENANCE	TRU-STATE ELEVATOR, INC.	ELEVATORS / COURTHOUSE & ANNEX 1 Voucher Items Listed	<input type="checkbox"/>	445.00 445.00
00000541	09/17	16000422		01-5001-333-	MAINTENANCE AGREEMENT ON COPIER	U.S. BANCORP EQUIPMENT FINANCE	COPIER LEASE 1 Voucher Items Listed	<input type="checkbox"/>	117.58 117.58
00000541	09/17	16000422		01-5015-445-	OFFICE SUPPLIES	U.S. BANCORP EQUIPMENT FINANCE	SHERIFF / COPIER LEASE 1 Voucher Items Listed	<input type="checkbox"/>	235.14 235.14
00000541	09/17	16000422		01-5205-445-	OFFICE SUPPLIES & EQUIPMENT	U.S. BANCORP EQUIPMENT FINANCE	ANIMAL SHELTER/ COPIER LEASE 1 Voucher Items Listed	<input type="checkbox"/>	117.57 117.57
00000541	09/17	16000422		01-5212-445-	OFFICE SUPPLIES	U.S. BANCORP EQUIPMENT FINANCE	SOLID WASTE/COPIER LEASE 4 Voucher Items Listed	<input type="checkbox"/>	117.57 587.86

Vendor Claims Register - Detail

GRANT COUNTY FISCAL COURT

SEPTEMBER 17 2019 GENERAL FUND CLAIMS

All Funds

From: 09/17/2019 To: 09/17/2019

Voucher	Date	PO No.	Invoice	Account	Account Name	Vendor Name	Claim Description	Pd Check	Amount
00000542	09/17	16000402		01-5015-455-	PETROLEUM PRODUCTS	VOYAGER FLEET SYSTEMS INC	SHERIFF / PETROLEUM/AUGUST 2019	<input type="checkbox"/>	7,431.93
00000542	09/17	16000402		01-5080-455-	PETROLEUM PRODUCTS	VOYAGER FLEET SYSTEMS INC	FISCAL COURT	<input type="checkbox"/>	53.15
00000542	09/17	16000402		01-5081-455-	PETROLEUM PRODUCTS	VOYAGER FLEET SYSTEMS INC	JUDICIAL CENTER	<input type="checkbox"/>	121.18
00000542	09/17	16000402		01-5115-455-	PETROLEUM PRODUCTS, GASOLINE & OIL ETC	VOYAGER FLEET SYSTEMS INC	BUILDING INSPECTOR	<input type="checkbox"/>	115.22
00000542	09/17	16000402		01-5205-455-	ANIMAL SHELTER PETROLEUM PRODUCTS	VOYAGER FLEET SYSTEMS INC	ANIMAL SHELTER	<input type="checkbox"/>	112.28
00000542	09/17	16000402		01-5212-455-	PETROLEUM PRODUCTS	VOYAGER FLEET SYSTEMS INC	SOLID WASTE	<input type="checkbox"/>	65.80
00000542	09/17	16000402		01-5401-455-	PETROLEUM PRODUCTS - GASOLINE, OIL ETC.	VOYAGER FLEET SYSTEMS INC	PARKS	<input type="checkbox"/>	184.17
							7 Voucher Items Listed		8,083.73
00000543	09/17	16000379	2644	01-5057-318-	CONTRACT PAYMENT - PAYROLL & COMPUTER	WESTCO CONSULTING, INC.	INVOICE # 2644	<input type="checkbox"/>	1,527.50
							1 Voucher Items Listed		1,527.50
00000560	09/17	16000434	ACCT. # 8598	01-5081-578-	JUSTICE CENTER, UTILITIES	CINCINNATI BELL TELEPHONE	ELEVATOR TELEPHONES	<input type="checkbox"/>	186.98
							1 Voucher Items Listed		186.98
00000561	09/17	16000435	ACCT. 859824	01-5001-573-	TELEPHONE	CINCINNATI BELL TELEPHONE	DES / TELEPHONE	<input type="checkbox"/>	52.61
							1 Voucher Items Listed		52.61
00000562	09/17	16000437	282701	01-5081-588-	FIRE ALARM SYSTEM & ELEVATOR	D-C ELEVATOR COMPANY, INC	ELEVATOR MAINTENANCE	<input type="checkbox"/>	352.40
							1 Voucher Items Listed		352.40
00000563	09/17	16000438		01-5025-539-	ADVERTISING LEGAL NOTICES	GRANT COUNTY NEWS	ORDINANCE / RFP FOR HEATING	<input type="checkbox"/>	47.60
00000563	09/17	16000438		01-5025-539-	ADVERTISING LEGAL NOTICES	GRANT COUNTY NEWS	AUDIT REPORT POSTING	<input type="checkbox"/>	271.01
00000563	09/17	16000438		01-5065-539-	LEGAL NOTICES	GRANT COUNTY NEWS	BOARD OF ELECTIONS NOTICE	<input type="checkbox"/>	17.00
00000563	09/17	16000438		01-5401-302-	ADVERTISING	GRANT COUNTY NEWS	BACK TO SCHOOL / SENIOR BASH ADS	<input type="checkbox"/>	367.00
							4 Voucher Items Listed		702.61
00000564	09/17	16000446		01-5001-445-	CO. JUDGE/EXEC, OFFICE SUPPLIES	MELISSA MOSS	NOTARY BOND	<input type="checkbox"/>	29.00
							1 Voucher Items Listed		29.00
00000565	09/17	16000440		01-5080-582-	ELECTRIC	OWEN ELECTRIC COOPERATIVE	WARSAW ROAD SIRENS	<input type="checkbox"/>	38.25
							1 Voucher Items Listed		38.25
00000566	09/17	16000441	079800221126	01-5081-366-	SOLID WASTE PICKUP	REPUBLIC SERVICES, INC	SOLID WASTE PICKUP	<input type="checkbox"/>	144.30
							1 Voucher Items Listed		144.30
00000567	09/17	16000443	80101900	01-5015-717-	SHERIFF, LAW ENFORCEMENT EQUIPMENT	DELL FINANCIAL SERVICES LLC	INV. # 80101900	<input type="checkbox"/>	11,071.03
00000567	09/17	16000443	80101900	01-5020-333-	MAINTENANCE AGREEMENTS	DELL FINANCIAL SERVICES LLC	INV. # 80101900	<input type="checkbox"/>	1,886.00
							2 Voucher Items Listed		12,957.03
00000568	09/17	16000444	1910.222	01-5057-705-	COMPUTER EQUIPMENT	RMB AGENCY, INC.	INV. 1910.222	<input type="checkbox"/>	50.00

Vendor Claims Register - Detail

GRANT COUNTY FISCAL COURT

SEPTEMBER 17 2019 GENERAL FUND CLAIMS

All Funds

From: 09/17/2019 To: 09/17/2019

Voucher	Date	PO No.	Invoice	Account	Account Name	Vendor Name	Claim Description	Pd Check	Amount
00000576	09/17	16000118	2293	01-5205-592-	VEHICLE REPAIRS	DRY RIDGE AUTO PARTS, LLC	OIL / AIR FILTER FOR CHEV P/U	<input type="checkbox"/>	29.16
							1 Voucher Items Listed		29.16
00000577	09/17	16000328	19065	01-5080-406-	BUILDING MAINTENANCE SUPPLIES	SUBURBAN PROPANE	WATER FOR BLDG INSP & SOLID WASTE	<input type="checkbox"/>	45.00
							1 Voucher Items Listed		45.00
00000578	09/17	16000452		01-5070-199-	BOARD OF ADJUSTMENTS - PRE DIEM AND FERGALD BOWLING		BOARD OF ADJUSTMENTS MEETING /SEPT. 2019	<input type="checkbox"/>	50.00
							1 Voucher Items Listed		50.00
00000579	09/17	16000453		01-5070-199-	BOARD OF ADJUSTMENTS - PRE DIEM AND FERGREG POWELL		BD. OF ADJUSTMENTS / SEPT 2019	<input type="checkbox"/>	50.00
							1 Voucher Items Listed		50.00
00000580	09/17	16000454		01-5070-199-	BOARD OF ADJUSTMENTS - PRE DIEM AND FEJOYCE SLAYBACK		BD. OF ADJUSTMENTS / SEPT 2019	<input type="checkbox"/>	50.00
							1 Voucher Items Listed		50.00
00000581	09/17	16000404	0241942007	01-5205-385-	VETERINARY SERVICES	INTERVET, INC	MICROCHIPS / INV. 0241942007	<input type="checkbox"/>	19.98
							1 Voucher Items Listed		19.98
00000582	09/17	16000459	015057318	01-5057-318-	CONTRACT PAYMENT - PAYROLL & COMPUTER. THOMAS & ASSOCIATES, INC.		PAYROLL / 9/13/2019	<input type="checkbox"/>	498.00
							1 Voucher Items Listed		498.00
00000583	09/17	16000457	1036236	01-5015-445-	OFFICE SUPPLIES	ROYAL DOCUMENT DESTRUCTION	SHRED SERVICES	<input type="checkbox"/>	45.00
							1 Voucher Items Listed		45.00
00000587	09/17	16000473		01-5025-569-	REGISTRATIONS, CONFERENCES, TRAINING, FORCHT BANK		HOTEL FOR CONFERENCE / RILEY & HUMPHREY	<input type="checkbox"/>	615.68
							1 Voucher Items Listed		615.68
00000588	09/17	16000475		01-5025-569-	REGISTRATIONS, CONFERENCES, TRAINING, JACOALYNN RILEY		CONFERENCE MILEAGE & MEALS	<input type="checkbox"/>	141.08
							1 Voucher Items Listed		141.08
00000594	09/17	16000483	IN02378826	01-5020-550-	MEDICAL SUPPLIES	CCP INDUSTRIES	POWDER FREE EXAM GLOVES	<input type="checkbox"/>	76.99
							1 Voucher Items Listed		76.99
00000595	09/17	16000481		01-5205-384-	SPAY/NEUTER - GRANT	UCAN NONPROFIT SPAY/NEUTER CLI	SPAY & NEUTER	<input type="checkbox"/>	1,010.00
							1 Voucher Items Listed		1,010.00
00000596	09/17	16000460	190278	01-5025-569-	REGISTRATIONS, CONFERENCES, TRAINING, KACO		KACO ANNUAL CONFERENCE	<input type="checkbox"/>	200.00
							1 Voucher Items Listed		200.00
00000597	09/17	16000487	8198	01-5057-318-	CONTRACT PAYMENT - PAYROLL & COMPUTERKNIGHTS TECHNOLOGIES		REMOTE SUPPORT	<input type="checkbox"/>	105.00
							1 Voucher Items Listed		105.00
00000599	09/17	16000496	T. CUMMINS	01-5015-435-	SHERIFF, LAW ENFORCEMENT EXPENSE	BUSINESS CARD	FLASH DRIVES	<input type="checkbox"/>	31.33
							1 Voucher Items Listed		31.33
00000599	09/17	16000496	T. CUMMINS	01-5015-569-	REGISTRATION, CONFERENCES & TRAINING	BUSINESS CARD	MEALS IN TRAINING	<input type="checkbox"/>	60.08
							1 Voucher Items Listed		60.08

Vendor Claims Register - Detail

GRANT COUNTY FISCAL COURT

SEPTEMBER 17 2019 GENERAL FUND CLAIMS

All Funds

From: 09/17/2019 To: 09/17/2019

Voucher	Date	PO No.	Invoice	Account	Account Name	Vendor Name	Claim Description	pd	Check	Amount
2 Voucher Items Listed										
00000600	09/17	16000464	D. VANNARSDAL	01-5015-435-	SHERIFF, LAW ENFORCEMENT EXPENSE	BUSINESS CARD	ROLL PAPER- THERMAL, PURCHASED FROM AMAZON	<input type="checkbox"/>		116.60
1 Voucher Items Listed										
00000601	09/17	16000338	L. JACOBS	01-5015-385-	VET SERVICES	BUSINESS CARD	VACCINATIONS/WEELNESS EXAM	<input type="checkbox"/>		215.00
1 Voucher Items Listed										
00000602	09/17	16000133	R. MORGAN	01-5015-385-	VET SERVICES	BUSINESS CARD	BATTERY FOR K-9 COLLAR	<input type="checkbox"/>		26.70
00000602	09/17	16000345	R. MORGAN	01-5015-435-	SHERIFF, LAW ENFORCEMENT EXPENSE	BUSINESS CARD	ITEMS TO CLEAN WEAPON FOR TRAINING	<input type="checkbox"/>		48.85
00000602	09/17	16000497	ROBERT MORGA	01-5015-569-	REGISTRATION, CONFERENCES & TRAINING	BUSINESS CARD	MEALS / HOTEL FOR CONFERENCE	<input type="checkbox"/>		625.69
3 Voucher Items Listed										
00000603	09/17	16000247	D. HERBST	01-5015-445-	OFFICE SUPPLIES	BUSINESS CARD	LABEL MAKER FOR EVIDENCE	<input type="checkbox"/>		84.79
00000603	09/17	16000188	D. HERBST	01-5015-563-	POSTAL CHARGES	BUSINESS CARD	MAIL EVIDENCE TO FRANKFORT	<input type="checkbox"/>		10.24
2 Voucher Items Listed										
00000604	09/17	16000495		01-5232-348-	CARE-NET		CARE NET PREGNANCY SERVS.-N.KY	<input type="checkbox"/>		500.00
1 Voucher Items Listed										
00000605	09/17	16000489	9301	01-5401-467-	RECREATION SUPPLIES, EQUIP. & REPAIRS		SHOWPLACE GARDEN CENTER, INC.	<input type="checkbox"/>		112.02
1 Voucher Items Listed										
00000616	09/17	16000506	115485000912	01-5015-445-	OFFICE SUPPLIES		CRYSTAL AND HINCKLEY SPRINGS	<input type="checkbox"/>		27.74
1 Voucher Items Listed										
54 Vouchers Listed										
88 Voucher Items Listed										
										52,909.41

Vendor Claims Register - Detail

GRANT COUNTY FISCAL COURT

SEPTEMBER 17 2019 DES SPECIAL PROJECT

All Funds

From: 09/17/2019 To: 09/17/2019

Voucher	Date	PO No.	Invoice	Account	Account Name	Vendor Name	Claim Description	PD Check	Amount
00000621	09/17	16000537		01-5135-739-	EQUIPMENT PURCHASE	MOTOROLA SOLUTIONS, INC	RADIO FOR DES TRUCK	<input type="checkbox"/>	2,743.00
							1 Voucher Items Listed		2,743.00
							1 Vouchers Listed		2,743.00

Vendor Claims Register - Detail

GRANT COUNTY FISCAL COURT

SEPTEMBER 05 2019 ROAD FUND UTILITY CLAIMS

All Funds

From: 09/05/2019 To: 09/05/2019

Voucher	Date	PO No.	Invoice	Account	Account Name	Vendor Name	Claim Description	Pd Check	Amount
00000518	09/05	16000394	U0001-04700-	02-6105-578-	UTILITIES	CITY OF DRY RIDGE	WATER BILL / HOPPERTON LANE	<input checked="" type="checkbox"/> 00015891	37.26
							1 Voucher Items Listed		37.26
							1 Vouchers Listed	1 Voucher Items Listed	37.26

Vendor Claims Register - Detail

GRANT COUNTY FISCAL COURT

SEPTEMBER 17 2019 ROAD FUND CLAIMS

All Funds

From: 09/17/2019 To: 09/17/2019

Voucher	Date	PO No.	Invoice	Account	Account Name	Vendor Name	Claim Description	Pd Check	Amount
00000544	09/17	16000141	523125-10	02-6105-364	ROAD RENTALS	ART'S RENTAL EQUIPMENT & SUPPL	RENT SWEEPER FOR KEEFER LAWRENCEVILLE RD	<input type="checkbox"/>	130.00
							1 Voucher Items Listed		130.00
00000545	09/17	16000319	2185137067	02-6105-588	MAINTENANCE & REPAIR - EQUIPMENT & VEH O'REILLY AUTOMOTIVE STORES INC	O'REILLY AUTOMOTIVE STORES INC	GREASE GUN HOSE	<input type="checkbox"/>	19.99
							FLUID FOR LOADER	<input type="checkbox"/>	13.99
							2 Voucher Items Listed		33.98
00000546	09/17	16000419	489667	02-9400-203	EMPLOYEE HEALTH INSURANCE	ST. ELIZABETH EMPLOYEE ASSISTANCE PROGR	EMPLOYEE ASISTANCE PROGRAM	<input type="checkbox"/>	50.00
							1 Voucher Items Listed		50.00
00000547	09/17	16000200	KK320928	02-6105-588	MAINTENANCE & REPAIR - EQUIPMENT & VEH ROBERT J. PAUL CORPORATION	ROBERT J. PAUL CORPORATION	HOSE & AIR LINE FITTING TRUCK # 5	<input type="checkbox"/>	107.43
							TRANSMISSION OIL TRUCK # 5	<input type="checkbox"/>	151.78
							2 Voucher Items Listed		259.21
00000548	09/17	16000369	2084061	02-6105-330	LAUNDRY	UNIFIRST CORPORATION	INV. 2072939 82075718	<input type="checkbox"/>	196.02
							UNIFORM INV #083 2084061	<input type="checkbox"/>	98.01
							UNIFORM INV# 083 2081292	<input type="checkbox"/>	98.01
							UNIFORM INV# 083 2078515	<input type="checkbox"/>	98.01
							4 Voucher Items Listed		490.05
00000569	09/17	16000432	9964168122	02-6105-364	ROAD RENTALS	AIRGAS USA LLC	INV. 9964138122	<input type="checkbox"/>	118.38
							1 Voucher Items Listed		118.38
00000570	09/17	16000147	3000_3049_29	02-6105-427	GARAGE SUPPLIES	DRY RIDGE AUTO PARTS, LLC	BRAKE CLEANER TRANSMISSION FLUID	<input type="checkbox"/>	112.54
							TRANSMISSION FLUID	<input type="checkbox"/>	45.84
							FLOOR DRY / GARAGE	<input type="checkbox"/>	53.70
							PARTS FOR MOWING TRACTOR & SKID STEER	<input type="checkbox"/>	734.97
							PARTS FOR NEW HOLLAND BUSH CUTTER	<input type="checkbox"/>	159.39
							FILTERS FOR MOWERS	<input type="checkbox"/>	532.03
							FILTERS FOR J.D. MOWER	<input type="checkbox"/>	25.77
							NEW TRACTOR/ DEF FLUID	<input type="checkbox"/>	25.90
							ALTERNATOR V BELT	<input type="checkbox"/>	180.85
							9 Voucher Items Listed		1,870.99
00000571	09/17	16000207	10002	02-6105-427	GARAGE SUPPLIES	SUBURBAN PROPANE	BOTTLED WATER	<input type="checkbox"/>	36.00
							1 Voucher Items Listed		36.00
00000575	09/17	16000414		02-6105-427	GARAGE SUPPLIES	VOYAGER FLEET SYSTEMS INC	PETROLEUM / AUGUST 2019	<input type="checkbox"/>	601.46
							1 Voucher Items Listed		601.46

Vendor Claims Register - Detail

GRANT COUNTY FISCAL COURT

SEPTEMBER 17 2019 ROAD FUND CLAIMS

All Funds

From: 09/17/2019 To: 09/17/2019

Voucher	Date	PO No.	Invoice	Account	Account Name	Vendor Name	Claim Description	Pd Check	Amount
00000589	09/17	16000474		02-6105-427-	GARAGE SUPPLIES	CINTAS FIRST AID & SAFETY #2	RESTOCK MEDICINE CABINET	<input type="checkbox"/>	44.20
							1 Voucher Items Listed		44.20
00000590	09/17	16000206	INV01161258	02-6105-588-	MAINTENANCE & REPAIR - EQUIPMENT & VEH	WHAYNE SUPPLY CO	PARTS OF CATERPILLAR SKID STEER	<input type="checkbox"/>	529.48
							1 Voucher Items Listed		529.48
00000606	09/17	16000448	C003042982:0	02-6105-588-	MAINTENANCE & REPAIR - EQUIPMENT & VEH	PDYA FREIGHTLINER CINCINNATI	CLUTCH SWITCH FOR TRUCK #6	<input type="checkbox"/>	66.61
							1 Voucher Items Listed		66.61
00000607	09/17	16000450	INV. 19-2050	02-6105-447-	ROAD MATERIALS	RIEGLER BLACKTOP, INC.	FORDS MILL ROAD	<input type="checkbox"/>	536.52
							2 Voucher Items Listed		1,008.78
00000607	09/17	16000450	INV. 19-2057	02-6105-447-	ROAD MATERIALS	RIEGLER BLACKTOP, INC.	MORGAN CREEK	<input type="checkbox"/>	472.26
							2 Voucher Items Listed		1,008.78
00000608	09/17	16000447	20012743	02-6105-588-	MAINTENANCE & REPAIR - EQUIPMENT & VEH	ZIEGLER TIRE AND SUPPLY CO.	2 TIRES & MOUNTING FOR GRADER	<input type="checkbox"/>	1,166.00
							1 Voucher Items Listed		1,166.00
00000619	09/17	16000513		02-6105-578-	UTILITIES	OWEN ELECTRIC COOPERATIVE	METER # 125907	<input type="checkbox"/>	56.81
							3 Voucher Items Listed		380.46
00000619	09/17	16000513		02-6105-578-	UTILITIES	OWEN ELECTRIC COOPERATIVE	METER # 141406	<input type="checkbox"/>	50.02
							3 Voucher Items Listed		380.46
00000619	09/17	16000513		02-6105-578-	UTILITIES	OWEN ELECTRIC COOPERATIVE	METER # 135521	<input type="checkbox"/>	273.63
							3 Voucher Items Listed		380.46
							15 Vouchers Listed		6,785.60
							31 Voucher Items Listed		6,785.60

Vendor Claims Register - Detail

GRANT COUNTY FISCAL COURT

SEPTEMBER 17 2019 JAIL FUND CLAIMS

All Funds

From: 09/17/2019 To: 09/17/2019

Voucher	Date	PO No.	Invoice	Account	Account Name	Vendor Name	Claim Description	Pd Check	Amount
00000550	09/17	16000321	NC1001501548	03-5101-453-	PERSONAL HYGIENE	BOB BARKER CO., INC.	TOOTH PASTE, BRUSH & UNDERWEAR 1 Voucher Items Listed	<input type="checkbox"/>	649.53
00000551	09/17	16000409	32978	03-5101-382-	DRUG TESTING	DISA, INC	DRUG TESTING INV. # 32978 1 Voucher Items Listed	<input type="checkbox"/>	499.20
00000552	09/17	16000382	2894	03-5101-583-	NATURAL GAS	DUKE ENERGY	NATURAL GAS 1 Voucher Items Listed	<input type="checkbox"/>	1,192.19
00000553	09/17	16000287	1. SHANKS	03-5101-406-	BUILDING MAINTENANCE SUPPLIES	FORCHT BANK	LED BULBS FOR JAIL 2 Voucher Items Listed	<input type="checkbox"/>	342.21
00000553	09/17	16000233	MIKE WEBSTER	03-5101-445-	OFFICE SUPPLIES	FORCHT BANK	BINDERS / OFFICE SUPPLIES 2 Voucher Items Listed	<input type="checkbox"/>	29.88
00000554	09/17	16000177	77956	03-5101-425-	FOOD SERVICE CONTRACT	KELWELL FOODS, INC	INV. 77956 1 Voucher Items Listed	<input type="checkbox"/>	6,151.95
00000554	09/17	16000178	1931	03-5101-425-	FOOD SERVICE CONTRACT	KELWELL FOODS, INC	INV. 1931 1 Voucher Items Listed	<input type="checkbox"/>	5,907.99
00000554	09/17	16000294	1997	03-5101-425-	FOOD SERVICE CONTRACT	KELWELL FOODS, INC	AVG POP 295 1 Voucher Items Listed	<input type="checkbox"/>	6,013.61
00000554	09/17	16000348	2092	03-5101-425-	FOOD SERVICE CONTRACT	KELWELL FOODS, INC	FOOD CONTRACT - AVG POP 312 1 Voucher Items Listed	<input type="checkbox"/>	6,204.87
00000554	09/17	16000387	2135	03-5101-425-	FOOD SERVICE CONTRACT	KELWELL FOODS, INC	INMATE FOOD FOR WK. ENDING 8/30/2019 1 Voucher Items Listed	<input type="checkbox"/>	6,047.06
00000554	09/17	16000358	2112	03-5101-739-	CAPITAL EQUIPMENT	KELWELL FOODS, INC	INVOICE 2112 6 Voucher Items Listed	<input type="checkbox"/>	195.69
00000555	09/17	16000428	3572	03-9100-569-	STAFF TRAINING, REGISTRATIONS ETC.	QCHC OF KENTUCKY, INC	STAFF TRAINING /GPR 1 Voucher Items Listed	<input type="checkbox"/>	440.00
00000556	09/17	16000411	183263	03-5101-346-	PEST CONTROL	SELECT PEST CONTROL	INV. 183263 1 Voucher Items Listed	<input type="checkbox"/>	45.00
00000557	09/17	16000421	489667	03-9400-203-	EMPLOYEE INSURANCE	ST. ELIZABETH EMPLOYEE ASSISTANCE PROGR	EMPLOYEE ASSISTANCE PROGRAM 1 Voucher Items Listed	<input type="checkbox"/>	325.00
00000558	09/17	16000423		03-5101-445-	OFFICE SUPPLIES	U.S. BANPCORP EQUIPMENT FINANCE	COPIER LEASES / JAIL 1 Voucher Items Listed	<input type="checkbox"/>	235.14
00000559	09/17	16000403		03-5101-455-	PETROLEUM PRODUCTS	VOYAGER FLEET SYSTEMS INC	PETROLEUM AUGUST 2019 1 Voucher Items Listed	<input type="checkbox"/>	383.50
00000572	09/17	16000234	4027889924	03-5101-411-	CUSTODIAL SUPPLIES	CINTAS CORPORATION #312	INV. 4027889924 1 Voucher Items Listed	<input type="checkbox"/>	98.56
00000572	09/17	16000349	4028887132	03-5101-411-	CUSTODIAL SUPPLIES	CINTAS CORPORATION #312	GREY MATS & LOGO MATS 2 Voucher Items Listed	<input type="checkbox"/>	98.56
00000573	09/17	16000436	859824020877	03-5101-573-	TELEPHONE	CINCINNATI BELL TELEPHONE	FAX LINES / DETENTION CENTER 1 Voucher Items Listed	<input type="checkbox"/>	172.18

Vendor Claims Register - Detail

GRANT COUNTY FISCAL COURT

SEPTEMBER 17 2019 JAIL FUND CLAIMS

All Funds

From: 09/17/2019 To: 09/17/2019

Voucher	Date	PO No.	Invoice	Account	Account Name	Vendor Name	Claim Description	Pd Check	Amount
00000574	09/17	16000442	49404	03-5101-343	SPECIALIZED HEALTHCARE	GARCIA CLINICAL LABRATORY	LAB SERVICES AUG. 2019 1 Voucher Items Listed	<input type="checkbox"/>	108.00
00000591	09/17	16000340	140790	03-5101-411	CUSTODIAL SUPPLIES	COOPER WHOLESALE COMPANY INC.	GLOVES 1 Voucher Items Listed	<input type="checkbox"/>	695.00
00000592	09/17	16000279	0000125322	03-5101-336	EQUIPMENT REPAIRS	KENT REFRIGERATION CO	REFRIGERATOR REPAIRS 1 Voucher Items Listed	<input type="checkbox"/>	404.26
00000593	09/17	16000285	16838983	03-5101-336	EQUIPMENT REPAIRS	STANLEY SECURITY SOLUTIONS	AUDIO SYSTEM REPAIR 1 Voucher Items Listed	<input type="checkbox"/>	2,450.00
00000598	09/17	16000488	ACCT. # 1991	03-5101-343	SPECIALIZED HEALTHCARE	TRI-STATE CENTERS FOR SIGHT INC.	INMATE MEDICAL CARE 1 Voucher Items Listed	<input type="checkbox"/>	3,025.00
00000609	09/17	16000471	141465	03-5101-445	OFFICE SUPPLIES	COOPER WHOLESALE COMPANY INC.	COPY PAPER 1 Voucher Items Listed	<input type="checkbox"/>	418.20
00000610	09/17	16000471	141465	03-5101-453	PERSONAL HYGIENE	COOPER WHOLESALE COMPANY INC.	TOILET TISSUE 2 Voucher Items Listed	<input type="checkbox"/>	774.80
00000610	09/17	16000163		03-5101-437	LINENS & MATTRESSES	MTJ AMERICAN, LLC	MATTRESS COVERS 1 Voucher Items Listed	<input type="checkbox"/>	7,175.14
00000611	09/17	16000498		03-5101-343	SPECIALIZED HEALTHCARE	COMPASS EMERGENCY PHYSICIANS	SPECIALIZED HEALTHCARE 1 Voucher Items Listed	<input type="checkbox"/>	1,682.72
00000612	09/17	16000503		03-5101-343	SPECIALIZED HEALTHCARE	MAVFIELD CLINIC INC	SPECIALIZED HEALTH CARE 1 Voucher Items Listed	<input type="checkbox"/>	100.64
00000613	09/17	16000500		03-5101-343	SPECIALIZED HEALTHCARE	ORTHOCINCY ORTHOPAEDICS & SPORTS MEDY:SPECIALIZED HEALTHCARE 1 Voucher Items Listed	<input type="checkbox"/>	174.74	
00000614	09/17	16000499		03-5101-343	SPECIALIZED HEALTHCARE	RADIOLOGY ASSOC OF NKY	SPECIALIZED HEALTHCARE 1 Voucher Items Listed	<input type="checkbox"/>	13.90
00000615	09/17	16000504		03-5101-343	SPECIALIZED HEALTHCARE	TRI STATE UROLOGIC SERVICES PSC INC	SPECIALIZED HEALTH CARE 1 Voucher Items Listed	<input type="checkbox"/>	83.27
00000617	09/17	16000286	407894	03-5101-336	EQUIPMENT REPAIRS	EVAPAR, INC	GENERATOR REPAIRS 1 Voucher Items Listed	<input type="checkbox"/>	919.28
00000618	09/17	16000511	0335364253	03-5101-333	MAINTENANCE AGREEMENTS	CINTAS FIRE 636525	ALARM MONITORING SEPT 2019 1 Voucher Items Listed	<input type="checkbox"/>	32.92
00000620	09/17	16000534		03-5101-550	INMATE MEDICATION	GRANT CO DRUGS, INC	STATE INMATES / AUGUST 2019 1 Voucher Items Listed	<input type="checkbox"/>	1,860.17
00000620	09/17	16000534		03-5101-550	INMATE MEDICATION	GRANT CO DRUGS, INC	COUNTY INMATES / JULY & AUGUST 2019	<input type="checkbox"/>	2,637.28

Vendor Claims Register - Detail

GRANT COUNTY FISCAL COURT

SEPTEMBER 17 2019 JAIL FUND CLAIMS

All Funds

From: 09/17/2019 To: 09/17/2019

Voucher	Date	PO No.	Invoice	Account	Account Name	Vendor Name	Claim Description	Pd Check	Amount
							27 Vouchers Listed		
							2 Voucher Items Listed		4,497.45
							36 Voucher Items Listed		57,587.44

AN APPROVAL relating to the transfer of budgeted appropriations thereof. Whereas Grant County, Kentucky has realized unbudgeted appropriations. Be it so ordered by Grant County of the Commonwealth of Kentucky:

Section One: Current Fiscal Year: 2019-2020

**The budget for the Current Fiscal Year is amended to:
Increase / Decrease the appropriations of the following fund(s)
to include unbudgeted appropriations for:**

Fund	Account	Description	Transfer In	TransferOut
Road	02-6105-713-	HIGHWAY EQUIPMENT	10,607.70	
	02-9200-999-	RESERVE FOR TRANSFER		10,607.70
			10,607.70	10,607.70

ORDER TO TRANSFER FUNDS

Fund A/C Explanation	A/C Code Fund	Amount of Transfer	
		(Decrease)	(Increase)
GENERAL FUND:			
Interfund Transfer	01-4909	\$100,000.00	
JAIL FUND:			
Interfund Transfer	03-4910		\$100,000.00
Total		\$100,000.00	\$100,000.00

Transfer Request: September 17, 2019

**Design, Implementation, Test,
Commissioning, Warranty, and Maintenance
of a Heating Ventilation and Air
Conditioning System Upgrade (HVAC)**

RFP NO: 2019-01

Job Location:

Grant County Courthouse

101 N Main Street

Williamstown, KY

Proposal Submitted:

September 12th, 2019

Rodney Lee Howe

Rodney Howe, owner/operator is committed to making the best experience possible for the Courthouse project.

Howe Heating & Cooling would like to propose the ability to complete the replacement of the HVAC system located at 101 N Main Street in Williamstown KY. We believe as a company with a combined total of 75+ years of experience we can provide you with an amazing experience. We want to provide you with the most dependable, efficient, and technologically advanced system. Delivering those things with the old fashion support and service that this county has received over the years.

Howe Heating & Cooling has the full backing of Trane and Mitsubishi for this project. There will be members of those companies doing site visits while the installation is being performed. Howe Heating & Cooling has members of its staff that has been through multi-day trainings on this product alone. Not to mention countless hours of training in the HVAC realm.

Due to manufacturing mandates, Howe Heating & Cooling's long-term approach would be in the form of a Maintenance Contract. Maintenance Contracts would be an Annual visit to provide system checks to provide optimal performance from each system installed.

No exceptions have been taken on this project

Primary Point of Contact:

Rodney Lee Howe – (859)-393-5050

Rodney Lee Howe

Howe Heating & Cooling LLC

3600 Knoxville Rd

Dry Ridge KY, 41035

Office Number: (859) 824-7690

Cell Phone Number (859) 393-5050

Project will be managed from 3600 Knoxville Rd, Dry Ridge KY, 41035

No civil actions have been taken against the company in the past 7 years.

No bankruptcy proceeding within the past 7 years.

Howe Heating & Cooling has 3 Journeyman technicians operating under one Master (Rodney Howe) License Number: HM03673

All classes and qualifications to keep and operate Howe Heating & Cooling are up to date and accurate.

Location

Equipment Overview:

Basement:

Outside Courthouse and DMV

Solid Waste
Storage Room 1
Storage Room 2
Red Cross
Red Cross Storage

4-Ton Hyper Heat Mitsubishi

3/4 Ton Cassett
1/2 Ton Wall Mount
1/2 Ton Wall Mount
3/4 Ton Wall Mount
3/4 Ton Wall Mount

Outside Courthouse and DMV

Server Room

1-Ton Hyper Heat Mitsubishi

1-Ton Wall Mount

Outside Courthouse and DMV

Woman's Restroom
Men's Restroom
Veterants Affairs
Building Inspector
Office 1 in New Addition
Office 2 in New Addition

4-Ton Hyper Heat Mitsubishi

1/2 Ton Wall Mount
1/2 Ton Wall Mount
3/4 Ton Wall Mount
3/4 Ton Wall Mount
3/4 Ton Lower Wall Mount
3/4 Ton Lower Wall Mount

Basement Hallway

Boiler Room

5-Ton Split System Trane

5-Ton Gas Furnace w/ A/C

1st Floor:

Roof Of New Addition

Basement Stairwell
1st Floor Hallway
Basement Hallway

3-Ton Hyper Heat Mitsubishi

1-Ton Lower Wall Mount
1-Ton Lower Wall Mount
1-Ton Ceiling Cassett

Outside Courthouse and DMV

County Attorney Secretary
Office # 1
Meeting Room
Main Office
Office 2
Break Room/ Storage

4-Ton Hyper Heat Mitsubishi

1- Ton Cassett
1/2- Ton Cassett
1/2- Ton Cassett
1- Ton Cassett
1/2- Ton Cassett
1/2- Ton Cassett

Outside Courthouse and DMV

Lobby of 1st Floor
Lobby of Courtroom
Lobby of Basement

3.5 -Ton Hyper Heat Mitsubishi

1- Ton Lower Wall Mount
1.5 - Ton Lower Wall Mount
1 - Ton Wall Mount

Location

Rooftop of Addition

Child Support Office 1
Child Support Office 2
Childsupport Storage
Men's Bathroom
Woman's Bathroom

Equipment Overview:

4-Ton Hyper Heat Mitsubishi

1- Ton Cassett
1- Ton Cassett
1- Ton Cassett
1/2 Ton Wall Mount
1/2 Ton Wall Mount

Rooftop of Addition

Sheriff's Office (Closet)

3- Ton Heat Pump Trane

3- Ton Air Handler

1st Floor Hallway

Hallway Closet (They are building)

5-Ton Split System Trane

5-Ton Gas Furnace w/ A/C

2nd Floor:

Courtroom Left

5- Ton Heat Pump

1 - 15 KW Heat Package

Courtroom

Courtroom Right

5- Ton Heat Pump

5- Ton Air Handler
1 - 15 KW Heat Package

Rooftop of Addition

Jason's Office
Storage Room (Small Meeting Room)
Courtroom (Front Right)
Courtroom (Front Left)

4-Ton Hyper Heat Mitsubishi

3/4- Ton Wall Mount
3/4 - Ton Wall Mount
1.5- Ton Lower Wall Mount
1.5- Ton Lower Wall Mount

Rooftop of Addition

Parks and Recreation Office 1
Parks and Recreation Office 2

1.5-Ton Hyper Heat Mitsubishi

3/4 - Ton Lower Wall Mount
3/4 - Ton Lower Wall Mount

3rd Floor:

Rooftop of 2nd floor

Council Room (Front)
Council Room (Left)
HVAC Office
Office # 1
Office # 2

4-Ton Hyper Heat Mitsubishi

1.5- Ton Wall Mount
1.5- Ton Wall Mount
1- Ton Wall Mount
1/2 Ton Wall Mount
1/2 Ton Wall Mount

1000	4/14 Jacketed (NOT SHEILDED)	
1000	2/16 SHEILDED	
6	4-ton Hyper Heat Mitsubishi Unit	NTXMPH48A182A
1	3.5-ton Hyper Heat Mitsubishi Unit	NTXMPH42A152A
1	3-ton Hyper Heat Mitsubishi Unit	NTXMPH36A142A
1	1.5-ton Hyper Heat Mitsubishi Unit	NTXMPH20A122A
1	1-ton Hyper Heat Mitsubishi Unit	NTXSPB12A112A
8	½-Ton Wall Mount	NTXWPH06A112A
6	¾-Ton Wall Mount	NTXWPH09A112A
3	1-Ton Wall Mount	NTXWPH12A112A
2	1.5 Ton Wall Mount	NTXWPH18A112A
4	¾-Ton Lower Wall Mount	NTXFKS09A112A
3	1-Ton Lower Wall Mount	NTXFKS12A112A
3	1.5 Ton Lower Wall Mount	NTXFKS18A112A
5	¾-Ton Cassett	NTXCKS09A112A
6	1-Ton Cassett	NTXCKS12A112A
17	Condensate Pumps	X85-003
5	3 Port Branch Box	PAC-MKA31BC
5	5 Port Branch Box	PAC-MKA51BC
2	1/2 port to 3/8 Adaptor	MAC-A455JP-E
3	3/8 port to 1/2 Adaptor	MAC-A454JP-E
40	1/4" Ball Value	BV14FFS12
34	3/8" Ball Value	BV38FFS12
6	1/2" Ball Value	BV12FFS12
2	Flared Lineset T for Branch Boxes	MSDD-50AR-E
35	¼-3/8-1/2 Lineset	MLS143812T-50
20	3/8-5/8-1/2 Lineset	MPLS385812T-100
2	Wall Mount For Single Stack	QSWB2000M-1
3	Wall Mount for Double Stack Unit	QSWB2000M-1
5	18" Leg Mount for Double Stack Unit	QSMS1802M
1	Linehide Flexible Fittings	NF-100
4	Linehide Cupplings	NS-100
4	Linehide	CD-100
1	Linehide Penetration 90	NK-100

HOWE

Heating • Cooling • Electric

Phone
(859) 824-7690

Fax
(859) 824-7996

3600 Knoxville Road • Dry Ridge, KY 41035

Job Proposal & Contract

Customer Name: Grant County Courthouse
Location of Job Site: 101 N Main Williamsstown KY
Phone Number

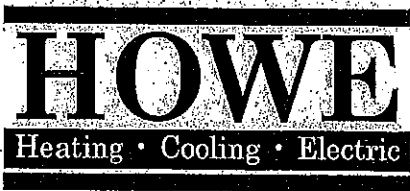
<i>Bid to Install HVAC Package as described in proposal binder</i>	
<i>HVAC Equipment & Installation</i>	<i>198,532.⁰⁰</i>
<i>Electrical work per Tom Apex add</i>	<i>89,000.⁰⁰</i>

Service Proposal: _____

I have authority to order the work outlined above. I agree that the seller retains title to equipment/materials furnished until final payment is made. If payment is not made as agreed, seller can remove said equipment/materials at seller's expense. Any damage resulting from said removal shall not be the responsibility of the seller. If material is removed due to nonpayment, I am still responsible for labor costs.

Signed: _____ Date: _____

"Live in Comfort When You Know HOWE"



Phone
(859) 824-7690

Fax
(859) 824-7996

3600 Knoxville Road • Dry Ridge, KY 41035

Job Proposal & Contract

Customer Name: *Grant County Courthouse*
Location of Job Site: *101 N Main Williamstown KY*
Phone Number

<i>Maintenance Agreement to Service HVAC</i>
<i>units installed per this bid.</i>
<i>To be serviced Annually.</i>
<i>2750⁰⁰</i>

Service Proposal: _____

I have authority to order the work outlined above. I agree that the seller retains title to equipment/materials furnished until final payment is made. If payment is not made as agreed, seller can remove said equipment/materials at seller's expense. Any damage resulting from said removal shall not be the responsibility of the seller. If material is removed due to nonpayment, I am still responsible for labor costs.

Signed: _____ Date: _____

"Live in Comfort When You Know HOWE"

HOWE

Heating • Cooling • Electric

Phone
(859) 824-7690

Fax
(859) 824-7996

3600 Knoxville Road • Dry Ridge, KY 41035

Job Proposal & Contract

Customer Name: Grant County Courthouse
Location of Job Site: 101 N Main Williamstown - KY
Phone Number

Additional Fee for	
Bond Insurance for Responsaries	
* If Required	
	\$ 7,200 ⁰⁰
Additional Fee for Nail Guard	
	\$ 4,200 ⁰⁰
	\$ 2,100 ⁰⁰

Service Proposal: _____

I have authority to order the work outlined above. I agree that the seller retains title to equipment/materials furnished until final payment is made. If payment is not made as agreed, seller can remove said equipment/materials at seller's expense. Any damage resulting from said removal shall not be the responsibility of the seller. If material is removed due to nonpayment, I am still responsible for labor costs.

Signed: _____ Date: _____

"Live in Comfort When You Know HOWE"



Policy Number:

Date Entered: 12/7/2017

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/12/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Simpson Insurance P.O. Box 431 33 Broadway Dry Ridge, KY 41035	CONTACT NAME:	
		PHONE (A/C, No, Ext): (859) 824-5600	FAX (A/C, No): (859) 824-5566
		E-MAIL ADDRESS: info@simpsonins.net	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Auto-Owners Insurance Company	32700
INSURED	Howe Heating, Cooling, Electric LLC 3600 Knoxville Rd Dry Ridge, KY 41035	INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			52036817	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			51-272675-00	6/26/2019	6/26/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below			52036800	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Contractor Copy

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Terry Brummer

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PROCLAMATION DECLARING THE WEEK OF SEPTEMBER 16TH THRU SEPTEMBER 20TH,
2019 AS CONSTITUTION WEEK

PROCLAMATION

BY THE

JUDGE/EXECUTIVE OF THE COUNTY OF GRANT

To All To Whom These Presents Shall:

WHEREAS, in the summer of 1787, delegates from the States gathered in Philadelphia to build a new framework for our young republic. Our Constitution's Framers represented diverse backgrounds, and on key issues, they were divided. Yet despite their differences, they courageously joined together in common purpose to create "a more perfect Union." After 4 months of fierce debate and hand-fought compromise, the delegates signed the Constitution of the United States,

WHEREAS, for more than two centuries, the Constitution has presided as the supreme law of the land, keeping our leaders true to America's highest ideals and guaranteeing the fundamental rights that make our country a beacon of hope to all peoples seeking freedom and justice. Together with the Bill of Rights, our Constitution is the backbone of our government and the basis of our liberties. Even while retaining its structure, our founding document has grown with our Nation's conscience, amended over the years to extend America's promise to citizens of every race, gender and creed,

WHEREAS, Americans are defined not by bloodlines or allegiance to any one leader or faith, but by our shared ideals of liberty, equality, and justice under the law. We are a nation of immigrants, built and sustained by people who have brought their talents, drive, and entrepreneurial spirit to our shores. Generations of newcomers have journeyed to this land because they believed in what our country stands for,

WHEREAS, every year, thousands of candidates for citizenship commemorate Constitution Day and Citizenship Day by becoming American citizens. These men and women have respected our laws and learned our history, and some have served in our military. Today, we invite them to join us in writing the next chapter of the American story,

WHEREAS, in signing the Constitution, the Framers provided a model of American leadership for generations to come. Through controversy and division, they built a lasting structure of government that began with the words, "We the People".

NOW THEREFORE, I, CHUCK DILLS, Judge/Executive of Grant County, Kentucky, do hereby proclaim the week of September 16th thru September 20, 2019 as Constitution Week. I encourage all to reflect on the importance of active citizenship, recognize the enduring strength of our Constitution, and reaffirm our commitment to the rights and obligations of citizenship in this great nation.

IN WITNESS WHEREOF, I have hereunto set my hand this the 17TH day of September, in the year of Our Lord Two Thousand and Nineteen and in the 227nd year of the Commonwealth and 199th year of the County of Grant.



Chuck Dills, Grant County Judge Executive


SERVICES AGREEMENT

Agreement Number: 02450809

Customer Grant County Of			Service Provider Cincinnati Bell Telephone Company LLC ("Cincinnati Bell")		
Address 101 N Main Street			Address 221 East Fourth Street P.O. Box 2301		
City Williamstown	State KY	Zip Code 41097	City Cincinnati	State OH	Zip Code 45201
<p>THIS CINCINNATI BELL SERVICES AGREEMENT IS SUBJECT TO THE GENERAL TERMS AND CONDITIONS AND APPLICABLE SERVICES SUPPLEMENTS ATTACHED HERETO (COLLECTIVELY "TERMS AND CONDITIONS"). CINCINNATI BELL'S STANDARD TERMS AND CONDITIONS AND SUPPLEMENTS ARE AVAILABLE AT WWW.CINCINNATIBELL.COM/BUSINESS/LEGAL. BY EXECUTING THIS CINCINNATI BELL SERVICES AGREEMENT WHERE INDICATED BELOW, CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ, UNDERSTANDS, ACCEPTS AND AGREES TO BE BOUND BY ALL SUCH TERMS AND CONDITIONS. CUSTOMER'S SIGNATURE ACKNOWLEDGES AUTHORIZATION FOR CINCINNATI BELL TO REQUEST CREDIT INFORMATION FROM ANY CREDIT REPORTING AGENCY OR SOURCE.</p>					
<p>NOTES:</p> <ul style="list-style-type: none"> - The term "Cincinnati Bell" shall be deemed to mean the Service Provider on behalf of itself and its' affiliates. - The Agreement shall become effective on the latter of the provisioning or activation date ("Effective Date"). - In addition to the Services Agreement charges, Customers will incur all regulated charges mandated by the Regulatory Commissions with jurisdiction over Cincinnati Bell. ADSL, Dedicated FUSE Internet Access, Eantage and Emerge services are not subject to Regulatory Commission jurisdiction. - All prices and rates are exclusive of any surcharges and taxes. - Installation/One-time charge does not cover premise technician work outside of the hours of 8 a.m. to 5 p.m. - The service products, prices and terms identified on this Services Agreement constitutes Cincinnati Bell's offer to provide such services on such terms. Until Customer has accepted this offer by signing as appropriate above, Cincinnati Bell reserves the right to rescind this offer at any time, at its' sole discretion. - Facsimile signatures to this Services Agreement and any additional documents incorporated herein shall be deemed to be binding upon the parties. 					

Grant County Of

CINCINNATI BELL

Signature of Authorized Representative: 	Signature of Authorized Representative:
Printed Name: CHUCK DILLS	Printed Name:
Title: GRANT COUNTY JUDGE EXEC.	Title:
Date: 09-17-19	Date:

SERVICE PRICING

ID	Service	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
1	Grant County Of, 144 S Main Building Frgrnd, CRITTENDEN, KY 41030 USA					
1.1	Product: Fioptics Order Type: Acquisition - New Contract Term: 36 months					
1.1.1	Wireless Gateway Fee	1	\$8.99	\$0	\$8.99	\$0.00
1.1.2	1 Static IP	1	\$20	\$0	\$20.00	\$0.00
1.1.3	Fioptics HSI - 250Mb/100Mb	1	\$164.99	\$49.99	\$164.99	\$49.99

Total Monthly Recurring Charge	\$193.98
Total One-Time Charge	\$49.99

Customer Initials	Date
<i>CD</i>	<i>09-17-19</i>

FIOPTICS HIGH SPEED INTERNET - TERMS AND CONDITIONS SUPPLEMENT

1. TERM.

1.1. After expiration of the Initial Term as stated on the Services Agreement, this Agreement shall automatically renew at the current contract rate for twelve (12) month periods ("Renewal Term") unless either Party terminates this Agreement 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, Cincinnati Bell reserves the right to adjust rates (including but not limited to pricing and fees for equipment) 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 the Agreement, 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) day period and terminate services within the sixty (60) day period, Customer shall be deemed to accept the rate adjustment.

2. DEFINITIONS

2.1. Fioptics High Speed Internet Service - the Cincinnati Bell brand name for High Speed Internet Service using fiber. It includes FUSE as the ISP and one Dynamic IP address. Fioptics High Speed Internet Service is available in various speeds. (1) Static IP address or (5) Static IP addresses can be purchased for an additional monthly fee.

3. SERVICES AND RATES.

3.1. Fioptics High Speed Internet service will be provided as specified on the attached Services Agreement.

3.2. If Customer cancels, in whole or in part, any requested installation, addition, rearrangement, relocation or other modification to Internet service prior to completion thereof, Customer will reimburse Cincinnati Bell for the actual expenses incurred by Cincinnati Bell in connection with such modification prior to Cincinnati Bell's receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the service, construction, installation, termination and other charges for which Customer would have otherwise been responsible.

3.3. Customer will be responsible for all taxes, surcharges, assessments or other charges (excluding taxes based on Cincinnati Bell's net income) imposed upon or relating to the provision or use of the products and services provided hereunder.

3.4. Any other regulated services not listed herein which are provided by Cincinnati Bell to Customer, shall be governed by the rates, terms, and conditions of the appropriate tariff / service agreement. Cincinnati Bell shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the Internet service.

4. BILLING.

4.1. Customer agrees to timely pay all monthly bills. Any amount outstanding after the due date on the Customer bill shall be deemed a "past due balance". In the event of a disagreement about a Customer bill, Customer may contact Cincinnati Bell Customer Care at 513-566-5050. Customer satisfaction is of the utmost importance to Cincinnati Bell, and it is our policy to fully investigate and resolve, to our satisfaction, all customer billing disagreements lodged within 60 days of the original due date.

5. COMPUTER / EQUIPMENT REQUIREMENTS.

5.1. In order to receive Fioptics High Speed Internet Service, Customer must have minimum computer requirements. Current information can be found on the cincinnatiBell.com website or through a Cincinnati Bell sales representative.

5.2. The following equipment must be used in order to receive Fioptics High Speed Internet service: (1) Fioptics Modem (provided by Cincinnati Bell); and if needed: (2) telephone line microfilters (provided by Cincinnati Bell). Customer agrees that all of the Equipment listed belongs to Cincinnati Bell. Cincinnati Bell grants the Customer a non-exclusive, non-transferable limited license to use the Equipment to access Cincinnati Bell's network only for use in connecting from authorized locations in accordance with this Agreement. Loss, theft or physical damage to the Equipment is the Customer's responsibility.

6. ACCESS TO FIOPTICS EQUIPMENT, SOFTWARE AND/OR FACILITIES.

6.1. Customer agrees that they will not access, or attempt to access any equipment, software (including reverse engineering, decompiling or disassembling the software or attempting in any manner to recreate the source code or object codes) or facilities (including remote computing systems) furnished in connection with this Agreement. Any attempt by Customer to access and/or subvert any such equipment, software or facilities

without permission, and/or any attempts by Customer to subvert any network security measures of Cincinnati Bell or any other network shall entitle Cincinnati Bell to immediately terminate services without notice.

7. NETWORKING.

7.1. Due to the ever-growing complexity of networked computers, the Cincinnati Bell Helpdesk cannot advise or assist with general networking setup. Customer inquiries will be directed to 3rd party computer technicians and network equipment manufacturers. During troubleshooting sessions where networked computers are present, the Cincinnati Bell Helpdesk technician will ask the Customer to disconnect their networked equipment from the Cincinnati Bell equipment, and directly connect the Cincinnati Bell hardware to one Windows based or Macintosh PC. Doing so will help the technician diagnose issues with the Cincinnati Bell equipment at the customer's premise(s). Failure to comply with the Cincinnati Bell technician's request in this matter will release Cincinnati Bell's responsibility for further diagnosis.

8. SERVICE SPEED

8.1. Fiopics Services come in a variety of speeds. The availability of some service speeds may depend on the location of facilities in your neighborhood and on your street. Not all service speeds are available in all areas.

8.2. Cincinnati Bell does not guarantee that the Service, Equipment, or other equipment authorized by Cincinnati Bell for use in connection with the Service will perform at a particular speed, bandwidth, or data throughput rate, or will be uninterrupted, error-free, secure, or free of viruses, worms, disabling code or conditions, or the like. The speed measurement advertised by Cincinnati Bell refers to the Internet access speed provisioned to a subscriber on a per-line and not a per-device basis.

8.3. The actual speed realized by the subscriber may vary based on a variety of factors including, but not limited to: the capabilities or limitations of the customer's computer, network, or other device; the number of computers or other devices in use in the customer's home network; concurrent use of Internet access and a TV video on demand service, which consumes Internet access bandwidth; the means of connecting to the Cincinnati Bell network (e.g., the condition of the home's inside wiring or the type and condition of WiFi router); the distance of the home from the Cincinnati Bell broadband network aggregation point or the type of Cincinnati Bell network facilities present in a given location; network congestion; and the performance of the content and application providers the consumer is accessing, as well as the performance of their respective host network(s).

9. WARRANTIES.

9.1. The manufacturers warrant the Fiopics modem and Telephone Line Microfilters for one (1) year from initiation of service ("Manufacturer's Warranty"). Except for the Manufacturer's Warranty, the Equipment is provided on an "as is" basis without warranties of any kind, either express or implied, including the implied warranty that the Equipment is reasonably fit for the purpose for which it is to be used and the implied warranties of merchantability and fitness for a particular purpose, unless such warranties are legally incapable of exclusion.

10. ACCEPTABLE USE.

10.1. If Cincinnati Bell becomes aware, through subscriber complaints or otherwise, of any content that it, in its sole discretion, considers to be obscene, lewd, lascivious, excessively violent, harassing, harmful, offensive, or otherwise objectionable, Cincinnati Bell shall have the right, but not the responsibility, to immediately remove such content and/or to terminate Customer service without notice. This policy applies to any content made available by the Customer, the Customer's own customers, or generally made available through the Customer account. Customer is solely responsible for all information, communications, software, photos, video, graphics, music, sounds, and other material and services (collectively referred to as "content") that is transmitted through the Customer Account and/or made available on or through the Customer's website or any of Customer's own customer's websites.

11. COMPLIANCE WITH DIGITAL MILLENNIUM COPYRIGHT ACT.

11.1. Customer agrees to fully comply with all provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") and to fully cooperate with Cincinnati Bell in its efforts to comply with the DMCA. Cincinnati Bell may investigate any reported violation of its policies or complaints of infringement relating to Customer's use of the service and take any action that it deems appropriate. Such action may include, but is not limited to, issuing warnings, suspension or termination of Customer's Account and access to the Service. In the event that Customer believes that any third party has infringed on any copyrighted material of theirs, Customer shall provide Cincinnati Bell with notice in compliance with the provisions of the DMCA. Furthermore, Customer agrees that Cincinnati Bell shall have no liability until such time as such notice has been actually received. If

Cincinnati Bell receives a valid notice that Customer's use constitutes alleged infringement, Cincinnati Bell will take action consistent with the requirements of the DCMA, including but not limited to terminating Customer's Account and access to the Service.

See http://www.cincinnati-bell.com/customer_support/policies/dmca/ for more details.

12. TERMINATION CHARGES.

12.1. In the event that Fioptics High Speed Internet Service under this Agreement is terminated by Customer for convenience or for reasons other than Cincinnati Bell's breach of this Agreement prior to the expiration of the then-current Term, the 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 then-current Term.

12.2. All terminations in Fioptics High Speed Internet Service will result in IP addresses assigned to Customer(s) reverting back to Cincinnati Bell.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS.

1.1. The following definitions shall apply to this Agreement and, unless otherwise provided therein, shall also apply to the Supplements. The definitions shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree or right or obligation for either Party. The use of the term "Agreement" shall be deemed to refer to the entire agreement between the Parties consisting of this Agreement and includes each Supplement.

1.2. **Applicable Laws** - means all applicable federal, state, and local statutes, laws, rules, regulations, codes, final and non-appealable orders, decisions, injunctions, judgments, awards and decrees that relate to a Party's obligations under this Agreement.

1.3. **Information** - means any writing, drawing, sketch, model, sample, data, computer program, software, verbal communication, e-mail, recording or documentation of any kind.

1.4. **Party** - means (i) Cincinnati Bell parent company, its affiliates and subsidiaries (collectively "Cincinnati Bell") or (ii) Customer; and "Parties" means (i) and (ii).

1.5. **Proprietary Information** - means any Information communicated, whether before, on or after the Effective Date, by a Party ("Disclosing Party") to the other Party ("Receiving Party"), pursuant to this Agreement and if written, is marked "Confidential" or "Proprietary" or by similar notice or if oral or visual, is identified as "Confidential" or "Proprietary" at the time of disclosure; or if by electronic transmission (including, but not limited to, facsimile or electronic mail) in either human readable or machine readable form, and is clearly identified at the time of disclosure as being "Proprietary" or "Confidential" by an appropriate and conspicuous electronic marking within the electronic transmission, which marking is displayed in human readable form along with any display of the "Proprietary" or "Confidential" information; or if by delivery of an electronic storage medium or memory device which is clearly identified at the time of disclosure as containing "Proprietary" or "Confidential" information by an appropriate and conspicuous marking on the storage medium or memory device itself and by an appropriate and conspicuous electronic marking of the stored "Proprietary" or "Confidential" information, which marking is displayed in human readable form along with any display of the "Proprietary" or "Confidential" information.

2. SERVICES.

2.1. The applicable rates, fees, commissions and charges for a particular service to be provided by Cincinnati Bell pursuant to the Supplement(s) will be on the Services Agreement sheet. Any other regulated services not listed on the Supplements which are provided by Cincinnati Bell to Customer shall be governed by the rates, terms, and conditions of the appropriate tariff. Cincinnati Bell shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the Supplement Service. The specific terms and conditions applicable to the particular services to be provided pursuant to this Agreement, including the description of the services to be provided and the obligations of each Party in connection therewith, termination rights, performance obligations and service parameters are or shall be set forth in the Supplement(s). Any future Supplements entered into between the parties shall reference and be governed by the terms of this Agreement. In the event of a conflict between the terms of this Agreement and a Supplement, the terms of the Supplement shall prevail.

3. EQUIPMENT WARRANTY, USE AND MAINTENANCE.

3.1. If applicable, Cincinnati Bell will maintain the equipment used to provide service under the applicable Supplements, in good working order during the term specified on the Services Agreement sheet, except CPE provided as part of any Ethernet service, subject to the exclusions set forth under Section four (4) entitled Warranty Exclusions. Customer will permit Cincinnati Bell access to equipment on Customer's premises used to provide service hereunder and Cincinnati Bell will comply with the Customer's security and safety regulations at Customer's site. Repair parts or replacement parts may be new, remanufactured or refurbished at the discretion of Cincinnati Bell. Customer will not make any modifications to the equipment used to provide service hereunder without the written permission of Cincinnati Bell and will pay the cost of any repairs necessitated by unauthorized work.

4. WARRANTY EXCLUSIONS.

4.1. The warranties provided under Section three (3) do not cover services required to repair damages, malfunctions or failures caused by: (a) Customer's failure to follow Cincinnati Bell's written operation or maintenance instructions provided to Customer; (b) Customer's unauthorized repair, modifications or relocation of equipment used to provide services hereunder, or attachment to such equipment of non-Cincinnati Bell equipment; and (c) abuse, misuse or negligent acts. Cincinnati Bell may perform services in such instances on a time and materials or contract basis.

4.2. Cincinnati Bell will not be liable to Customer or third parties for any claims, loss or expense of any kind or nature caused directly or indirectly by: (i) interruption or loss of use or loss of business; or (ii) any consequential, indirect, special or incidental damages suffered by Customer or third parties whatsoever.

4.3. Except as specified herein and any supplements, Cincinnati Bell, its subcontractors and suppliers (except as expressed in writing by them) make no warranties, express or implied, and specifically disclaim any warranty or merchantability of fitness for a particular purpose.

5. TITLE OR RISK OF LOSS OF EQUIPMENT.

5.1. For equipment sold to Customer and installed by Cincinnati Bell, title shall pass to Customer on the In-Service Date. Risk of loss shall pass at the time of delivery.

5.2. For all other equipment used in the provision of services under any of the Supplements, title shall remain solely with Cincinnati Bell, whether or not attached to or embedded in realty, unless otherwise agreed to in writing by the parties. Cincinnati Bell will bear the risk of loss or damage to the equipment used in the provision of service, except that Customer will be liable to Cincinnati Bell for the cost of repair or replacement of equipment lost or damaged as a result of Customer's negligence, intentional acts, unauthorized installation or maintenance or other causes within the control of Customer, its employees, agents or subcontractors.

6. GOVERNING LAW.

6.1. This Agreement shall be deemed to be a contract made under the laws of the State of Ohio, and the internal laws of such state shall govern the construction, interpretation and performance of this Agreement, without reference to conflicts of law provisions. Any legal action arising under this Agreement must be filed (and thereafter maintained) in a state or federal court located in Hamilton County, Ohio within two (2) years after the cause of action arises.

7. CONFIDENTIAL INFORMATION.

7.1. During the term of this Agreement and for two years thereafter, neither Party shall disclose any terms or pricing contained in this Agreement or any confidential information disclosed by the other Party. Confidential information shall remain the property of the disclosing Party and shall be labeled as either "Confidential" or "Proprietary".

8. RESOLUTION OF DISPUTES.

8.1. The Parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement promptly through discussions between themselves at the operational level. In the event a resolution cannot be reached at the operational level, the disputing Party shall give the other Party written notice of the dispute and such controversy or claim shall be negotiated between appointed counsel or senior executives of the Parties who have authority to settle the controversy. If the Parties fail to resolve such controversy or claim within thirty (30) days of the disputing Party's notice, either Party may seek arbitration as set forth below.

8.2. Any controversy or claim arising out of or relating to this Agreement, or a breach of this Agreement, shall be finally settled by arbitration in Cincinnati, Ohio and shall be resolved under the laws of the State of Ohio without regard to choice of law provisions. The arbitration shall be conducted before a single arbitrator in accordance with the commercial rules and practices of the American Arbitration Association then in effect.

8.3. The arbitrator shall have the power to order specific performance if requested. Any award, order, or judgment pursuant to such arbitration shall be deemed final and binding and may be enforced in any court of competent jurisdiction. The Parties agree that the arbitrator shall have no power or authority to make awards or issue orders of any kind except as expressly permitted by this Agreement, and in no event shall the arbitrator have the authority to make any award that provides for punitive or exemplary damages. All such arbitration proceedings shall be conducted on a confidential basis. The arbitrator may, as 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.

9. TERMS OF PAYMENT.

9.1. Invoices for Services are due and payable in U.S. dollars within thirty (30) days of invoice date ("Invoice Due Date"). Customer shall allow for up to three (3) days for payment processing within such thirty (30) day period. Payments not received by Invoice Due Date are considered past due. In addition to Cincinnati Bell undertaking any of the actions set forth in this Agreement, Cincinnati Bell may apply late payment fees or take any action in connection with any other right or remedy Cincinnati Bell may have under this Agreement in law or in equity. Late payment fees will: (i) be assessed on any past due balance; (ii) be calculated as 2% of the past due balance if the past due balance includes regulated products or the greater of \$10.95 or 2% of the past due balance if the past due balance does not include regulated products; and (iii), will be added to the past due balance and included in future billing cycles. 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 Cincinnati Bell invoice, Customer shall submit to Cincinnati Bell by the Invoice Due Date, full payment of the undisputed portion of any Cincinnati Bell 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. Cincinnati Bell and Customer agree to use their respective best efforts to resolve any dispute within thirty (30) days after Cincinnati Bell 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 Cincinnati Bell shall be due within (10) days of resolution of the dispute.

9.2. Customer shall pay taxes levied upon any sale, transfer of ownership, installation, license or use of products or services, unless Customer provides a tax exemption certificate. Excluded are taxes on Cincinnati Bell's net income.

10. TERMINATION.

10.1. Notwithstanding the provisions regarding the Term and Termination Charges of each Supplement, and in addition to the Parties' rights of termination specifically provided elsewhere in this Agreement, the following shall apply:

10.2. In the event Customer provides timely notice to Cincinnati Bell that it does not intend to renew an automatically renewing contract, Cincinnati Bell will continue to provide service to Customer after the expiration of the then current contract term on a month-to-month basis. The provision of such month-to-month service shall be subject to the terms and conditions and the month-to-month tariff / service agreement rates in effect at the time. Either Party may terminate the month-to-month service, without termination penalty, upon thirty (30) days advance written notice to the other Party.

10.3. In the event that one Party breaches any material obligation provided hereunder, excluding payment obligations, or in such Supplement (other than Customer's payment obligations), the other Party shall give the breaching Party written notice of the breach and request that the breach be cured ("Cure Notice"). If the breaching Party fails to cure the specified breach within thirty (30) days of receipt of the Cure Notice (or such other mutually agreed upon time), the other Party shall have the right to terminate the Supplement, effective upon five (5) days prior written notice to the breaching Party ("Termination Notice"). The right of Cincinnati Bell and the Customer to terminate in any such case shall be in addition to any other rights and remedies they may have hereunder or at law or in equity.

10.4. A Party may, at its option, terminate a Supplement effective immediately upon written notice upon the occurrence of an "Insolvency Event of Default" (as defined below) with respect to the other Party. The occurrence of any one or more of the following events shall constitute an "Insolvency Event of Default": the other Party admits in writing its inability to pay its debts generally or makes a general assignment for the benefit of creditors; any affirmative act of insolvency by the other Party or the filing by or against the other Party (which is not dismissed within ninety (90) days of any petition or action) under any bankruptcy, reorganization, insolvency arrangement, liquidation, dissolution or moratorium law, or any other law or laws for the relief of, or relating to, debtors; or the subjecting of a material part of the other Party's property to any levy, seizure, assignment or sale for or by any creditor, third party or governmental agency.

10.5. If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to Services prior to completion thereof, Customer will reimburse Cincinnati Bell for the actual expenses incurred by Cincinnati Bell in connection with such modification prior to Cincinnati Bell's receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the service, construction, installation, termination and other charges for which Customer would have otherwise been responsible.

10.6. Customer shall have the right to terminate any Supplement for convenience at any time upon thirty (30) days prior written notice to Cincinnati Bell. The termination charge will be considered to be liquidated damages and will be Cincinnati Bell's sole remedy against Customer for early termination, except for outstanding charges. The termination liability language contained within the applicable Supplement is not intended to indicate that the Commissions have approved or sanctioned the specific termination charges contained herein. Signatories to the Agreement shall be free to pursue whatever legal remedies they may have should a dispute arise.

10.7. One or more Supplements may be terminated by the Parties without causing a termination of this Agreement or other Supplements.

11. INDEMNIFICATION.

11.1. Customer shall indemnify, defend and hold harmless Cincinnati Bell and its parent company, affiliates, employees, directors, officers, and agents from and against all claims, demands, actions, causes of actions, damages, liabilities, losses, and expenses (including reasonable attorney's fees) incurred as a result of claims for damage to property and/or personal injuries (including death) arising directly out of the Customer's performance of obligations under this Agreement. A Party shall notify the other Party and describe the claim or action within fourteen (14) days of becoming aware of the claim or action itself. Customer may undertake the defense of any such claim or action and permit Cincinnati Bell to participate therein. The settlement of any such claim or action by Customer without Cincinnati Bell's prior written consent, shall release the Cincinnati Bell from its obligations hereunder with respect to such claim or action so settled.

12. RESPONSIBILITIES OF EACH PARTY.

12.1. Each Party has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of their respective employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Except as otherwise provided in this Agreement, each Party will be responsible for its own acts and those of its employees, agents, and contractors during the performance of such Party's obligations hereunder.

13. LIMITATIONS OF LIABILITY.

13.1. Cincinnati Bell's liability arising out of the provision of: (i) Services; (ii) delays in the restoration of Services; or (iii) arising out of mistakes, accidents, omissions, interruptions, errors or defects in transmission, or delays caused by judicial or regulatory authorities, shall be subject to the limitations set forth below and in the applicable Tariff. In no event shall Cincinnati Bell be liable to customer, customer's own customers, or any other third party with respect to the subject matter of this agreement under any contract, warranty, negligence, strict liability, or other theory for any type of indirect, consequential, incidental, reliance, special, or punitive damages, or for any lost profits, lost revenues, or lost savings of any kind, arising out of or relating to this agreement whether or not Cincinnati Bell or Customer was advised of the possibility of such damages and whether or not such damages were foreseeable. For purposes of this section, "Cincinnati Bell" is deemed to include Cincinnati Bell's parent company, and its respective affiliates and subsidiaries, and the directors, officers, employees, agents, representatives, subcontractors and suppliers of each of them.

13.2. The Parties hereto agree that the termination liabilities and the limitations on liability contained in this Agreement are fair and reasonable adjustments to the uncertain and difficult to ascertain damages which might arise under this Agreement and are intended to be reasonable allocations by the Parties of the business risks inherent in this Agreement.

14. SECURITY AND ACCESS.

14.1. Employees and agents of Cincinnati Bell and its subsidiaries, while on the premises of Customer, will comply with all reasonable rules, regulations and security requirements of Customer.

15. WORK ON CUSTOMER'S PREMISES.

15.1. In performance of its obligations hereunder, Cincinnati Bell shall comply with all applicable laws and will indemnify and hold Customer harmless from and against any claims, demands, suits, losses, damages, costs and expenses arising out of Cincinnati Bell's noncompliance with any such laws. If Cincinnati Bell's work related to this Agreement involves operations by Cincinnati Bell on the premises of Customer, Cincinnati Bell shall take reasonable precautions necessary to prevent the occurrence of any injury to person or property during the progress of such work. Except to the extent an injury to person or property is the result of Customer's negligence or willful misconduct, Cincinnati Bell shall defend, indemnify and hold harmless Customer against any claims, demands, suits, losses, damages, costs and expenses which are directly and proximately caused by negligent or willful conduct of Cincinnati Bell's employees, agents or subcontractors.

16. CUSTOMER OBLIGATIONS.

16.1. Prior to requesting repair service from Cincinnati Bell, Customer will use its best efforts, including but not limited to performing reasonable diagnostic tests, to verify whether any trouble with the Service is a result of the Customer's equipment or facilities. Customer shall be responsible for any such trouble resulting from the Customer's equipment or facilities. Customer will cooperate with any joint testing of the Service reasonably requested by Cincinnati Bell.

17. SYSTEM MAINTENANCE.

17.1. In the event Cincinnati Bell determines that it is necessary to interrupt Services or that there is a potential for Services to be interrupted for the performance of system maintenance, Cincinnati Bell will use good faith efforts to notify Customer prior to the performance of such maintenance and will schedule such maintenance during non-peak hours (midnight to 6:00 am, local time). In no event shall interruption for system maintenance constitute a failure of performance by Cincinnati Bell.

18. SUBCONTRACTING.

18.1. Cincinnati Bell may subcontract work to be performed under this Agreement, but shall retain responsibility for the work.

19. CHANGES IN LAWS.

19.1. This Agreement is predicated upon current state and federal laws and regulations. If new laws or regulations or new applications of current law and regulations affect this Agreement, either Party may request on thirty (30) days' written notice that one or more provisions be renegotiated consistent with the changed circumstances.

20. FORCE MAJEURE.

20.1. No Party shall be held liable for any delay or failure in performance of any part of this Agreement, including any Supplement, caused by a force majeure condition, including fires, pandemics, embargoes, explosions, power blackouts, earthquakes, volcanic action, floods, wars, water, the elements, labor disputes (such as a work stoppage), civil disturbances, government requirements, civil or military authorities, acts of God or a public enemy, inability to secure raw materials, inability to secure product of manufacturers or outside vendors, inability to obtain transportation facilities, acts or omissions of transportation common carriers, or other causes beyond its reasonable control whether or not similar to the foregoing conditions. If any force majeure condition occurs, the Party whose performance falls or is delayed because of such force majeure condition ("Delayed Party") shall promptly give written notice thereof to the other Party. The Delayed Party shall use all best efforts to avoid or mitigate performance delays despite a force majeure condition, and shall restore performance as soon as the force majeure condition is removed.

21. GOOD FAITH PERFORMANCE.

21.1. Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement, as the case may be.

22. NO LICENSE.

22.1. Except as expressly provided in this Agreement or a Supplement, no license under patents, copyrights, trademarks, service marks, trade names or other indicia of origins, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

23. AMENDMENTS; WAIVERS.

23.1. Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, shall be effective unless the same shall be in writing and signed by an authorized official of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of any Party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition.

24. NOTICES.

24.1. All notices, demands, requests, elections, or other communications provided under this Agreement or which may be given by one Party to the other Party under this Agreement and to the extent a notice relates to an alleged breach, termination, or other claim under a Supplement, such notice shall be made in writing (unless specifically provided otherwise herein) and unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact, shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, first class, certified mail postage prepaid, return receipt requested or (d) delivered by telecopy and shall be deemed effective upon receipt; provided that a confirmation copy is sent by the method described in (a), (b) or (c) of this Section. Notices shall be addressed to the parties at the addresses set forth on the Services Agreement sheet.

24.2. Changes in notice designation shall be made in writing and shall be deemed effective upon receipt. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) four (4) business days after mailing in the case of first class, certified U.S. mail or (iv) on the date set forth on the confirmation in the case of telecopy.

25. NO RIGHTS TO THIRD PARTIES.

25.1. This Agreement shall not be deemed to provide third parties with any remedy, claim, right of action or other right.

26. SEVERABILITY.

26.1. If any term, condition, or provision of this Agreement shall be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate or render unenforceable the remainder of this Agreement; and, unless such construction would be unreasonable, this Agreement shall be construed as if not containing the invalid or unenforceable provision or provisions and the rights and obligations of each Party shall be construed and enforced accordingly. If necessary to affect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

27. ASSIGNMENT.

27.1. Customer will not resell or permit any third party to use any of the services provided by Cincinnati Bell hereunder. Neither Customer nor Cincinnati Bell may assign this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed. Cincinnati Bell shall not be required to obtain consent in the case of a sale of all or substantially all the assets of Cincinnati Bell or an assignment to an entity directly or indirectly owning or controlling, owned or controlled by, or under common control with the assigning Party. Notwithstanding the foregoing, Cincinnati Bell shall retain the right to terminate this Agreement without further obligation or liability to Customer, its successors or assigns, if, in its sole and exclusive judgment any assignment or purported assignment by Customer is to be made to a competitor of Cincinnati Bell.

28. ENTIRE AGREEMENT; CONTINUING OBLIGATIONS.

28.1. The Agreement, which includes the Services Agreement, Terms & Conditions and Supplements, constitutes the entire Agreement between the Parties concerning the subject matter hereof. All prior agreements, representations, statements, negotiations, understandings, proposals, and undertakings, oral or written, with respect to the subject matter thereof are superseded and replaced by the provisions of this Agreement.

28.2. Irrespective of any provision contained in this Agreement or in any Supplement to the contrary, Articles 6 through 9 and Articles 11 through 30 of this Agreement shall take precedence over, supersede and control any conflicting provision (or the absence of a provision) heretofore or hereinafter executed by the Parties unless such Article, including any subsection thereof, is expressly identified as the subject of an amendment that is in writing and agreed upon by a representative of each Party having authority to agree to such amendment.

28.3. Any liability or obligation of any Party to the other Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of any Party to make payments, any obligation of any Party under the provisions of Article 7 hereof regarding Confidential Information, Article 8 hereof regarding resolution of disputes, Articles 11 and 15 hereof regarding indemnification, and Article 13 regarding limitations on liability, and any provisions that, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, shall, in each case, survive cancellation or termination of this Agreement.

28.4. The rights and obligations under this Agreement shall survive any merger or sale of either Party and shall be binding upon the successors and permitted assigns of each Party.

28.5. Under federal law, Customer has a right, and 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 Propriety 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 to new products or services to Customer's attention. This consent survives the termination of Customer's service and is valid until Customer affirmatively revokes or limits such consent.

29. REGULATORY APPROVAL; TARIFFS.

29.1. This Agreement is subject to applicable regulatory requirements. In the event of any conflict between the terms of this Agreement and applicable regulatory requirements, such regulatory requirements will take precedence and be controlling. The obligations of Cincinnati Bell and Customer under this Agreement 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 Cincinnati Bell's tariffs on file with regulatory agencies.

30. EXECUTED IN COUNTERPARTS.

30.1. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

31. HEADINGS.

31.1. The titles and headings of Articles and Sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall in no way define, modify, or restrict the meaning or interpretation of the terms or provisions of this Agreement.

CHUCK DILLS
Judge/Executive



JACQALYNN RILEY
Magistrate- District 1

SHAWNA COLDIRON
Magistrate- District 2

ROGER HUMPHREY
Magistrate - District 3

STEPHEN L. BATES II
County Attorney

PEGGY UPDIKE
County Treasurer

PATRICIA CONRAD
Executive Assistant

MELISS MOSS
Administrative Assistant

MATTIE GUTMAN
Recreation & Community Outreach Director

LES WHALEN
Emergency Management Director

BRYAN MILES
Solid Waste Coordinator

STEVE TATUM
Road Supervisor

KATHLEEN RITZI
Animal Shelter Director

ANTHONY ASHCRAFT
Building Inspector

JAMES COLTON SIMPSON
Tax Administrator

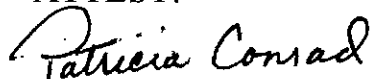
APPOINTMENT

I, Chuck Dills, Grant County Judge/Executive, do hereby appoint, Jamie Baker, Shawnee Run Road, Dry Ridge, Kentucky to serve as the Grant County Representative to the Northern Kentucky Area Development District Board, effective November 1, 2019, and to expire on October 31, 2022.

Dated this the 17th day of September, 2019.


Chuck Dills
Grant County Judge/Executive

ATTEST:



Patricia Conrad
Fiscal Court Clerk