



Judge Bertram
March 12, 2013
Page 2

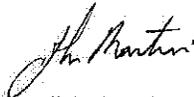
Project References

Harry Anness of Boone County Water District was contacted and stated that Becknell-Coghill had completed several projects for them, including water lines, water meter services and large concrete vaults and was very pleased with their work from beginning to the end. The dollar value of these projects ranged from \$1,000 to \$200,000. He stated that their paperwork, documentation and administrative performance were very good and that he would definitely use them again.

Bob Harthun of Northern Kentucky Water District was contacted and stated that Becknell-Coghill has recently been awarded a Service Contract with the District to install new services. To date, the Contractor has been on time and has done a good job. Their documentation has been satisfactory and they would recommend them for the installation of new services.

Based on the above references, GRW Engineers, Inc. recommends that the referenced project be awarded to the low bidder Becknell-Coghill, Inc. Should you have any questions or comments, please contact me.

Sincerely,



John Martin, P.E.
Project Manager

Taylor Street Discussion

Squire Whaley made a motion to continue doing maintenance on Taylor Street in Butler, seconded by Squire Veirs, motion carried. All maintenance must be approved by the fiscal court in advance.

In Re: Falmouth Inundation Map/River Gauge Grant/Resolution

Squire Veirs made a motion seconded by Squire Fields to approve the Resolution and grant application to provide funding for the Pendleton County River Gauge and Inundation Map Development Project, motion carried.

**PENDLETON COUNTY FISCAL COURT
 PENDLETON COUNTY, KENTUCKY
 RESOLUTION NUMBER: _____**

A RESOLUTION OF THE PENDLETON COUNTY FISCAL COURT AUTHORIZING JUDGE EXECUTIVE HENRY BERTRAM TO SIGN AND FILE A FLOOD CONTROL MATCHING FUND PROGRAM TO PROVIDE PARTIAL FUNDING IN THE AMOUNT OF \$ 32,000 FOR THE PENDLETON COUNTY RIVER GAUGE AND INUNDATION MAP DEVELOPMENT PROJECT.

WHEREAS; the Pendleton County Fiscal Court is committed to providing \$ 8,000 in funding support for warning system improvements on the Licking River, and

WHEREAS; these improvements will allow for quicker and more accurate warning of area populations in the event of a flood of the Licking River, and

WHEREAS; the Pendleton County Fiscal Court has insufficient funds to fund the total cost of the river gauge and inundation study, and

WHEREAS; grant funds are available through the Department for Local Government to assist communities such as Pendleton County with the funding of projects such as proposed here,

NOW THEREFORE BE IT RESOLVED, that the Pendleton County Fiscal Court hereby authorizes Judge Executive Henry Bertram to sign and file a FY – 2013 Flood Control Matching Funds Grant application in the amount of \$ 32,000 to assist with the funding of this Pendleton County Project.

Done at a regularly scheduled meeting of the Pendleton County Fiscal Court held on _____, 2013.

ATTEST:

 Henry W. Bertram
 County Judge/Executive

 Fiscal Court Clerk

**THE DEPARTMENT FOR LOCAL GOVERNMENT
 FLOOD CONTROL LOCAL MATCHING FUND PROGRAM APPLICATION**

GENERAL INSTRUCTIONS

1. Use the attached form when applying for assistance from the Local Matching Fund for Flood Control.
2. Pre-application assistance is available to answer questions regarding the eligibility of a project or completion of this application by visiting or calling the Department for Local Government (DLG) at 1-800-346-5606.
3. All dollar amounts should be rounded off to the nearest dollar. If the item does not appear to be relevant to your request, write N/A for not applicable. If insufficient space is available in this form for your response, attach additional pages.
4. Submit the original and one (1) copy of the application to DLG, Office of Federal Grants, 1024 Capital Center Drive, Suite 340, Frankfort, Ky. 40601.
5. The applicant must be a community that is participating in the National Flood Insurance Program.



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**THE DEPARTMENT FOR LOCAL GOVERNMENT
 FLOOD CONTROL LOCAL MATCHING FUND PROGRAM APPLICATION**

Project Number: _____

Project Name	<u>Pendleton County River Gauge and Inundation Map Project</u>
Amount Requested	<u>32,000</u>
Applicant's Name	<u>Pendleton County Fiscal Court</u>
Address:	<u>Pendleton County Courthouse</u> <u>233 main Street, Room 4, Falmouth Kentucky 41040</u>
Official's Name:	<u>Henry Bertram</u>
House District	<u>78</u>
State District	<u>24</u>
Congressional District	<u>4</u>

(Attach additional pages if necessary)

1. Is the community a participant in the National Flood Insurance Program?

Yes.	
------	--

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**THE DEPARTMENT FOR LOCAL GOVERNMENT
FLOOD CONTROL LOCAL MATCHING FUND PROGRAM APPLICATION**

2. Give a complete description of:
- A). The nature and scope of the **flooding problem**; or
 - B). For the **Corps of Engineers 531** projects please include scope of problem; or
 - C). For the **State Dam Repair** projects, describe reason for inclusion on priority list.

Project area has witnessed significant flooding over the last 76 years. In that time, property has been destroyed and lives have been lost, not only in the city of Falmouth but also in the city of Butler, the community of Demossville and in communities all along the tributaries of the Licking River. Inadequate warning of flood threat has always been determined to contribute to loss of property and life. As recently as 1997, the great Falmouth and Butler flood destroyed much of both cities. Five lives were lost. Had river gauges been installed and had adequate warning of approaching flood waters been announced, area residents would have had enough time to evacuate and move property out of harm's way. Lives could have been saved and millions of dollars in property loss could have been averted.

The best defense against loss of life and property is flooding disaster forewarning so populations can leave the affected areas. Project proposes to address this community's inadequacy of flooding disaster forewarning by developing an evacuation forewarning plan which includes those equipment and mapping elements proposed in this project.

The problem is pervasive in Pendleton County. Not only are population centers affected but much of the county as well. Both the Licking and Main Licking rivers run through the county and both need to be monitored. The water shed which feeds these rivers is massive and all that water converges on Pendleton County. Currently, all this water and both rivers are not being monitored and this creates a huge vulnerability for our citizens. This project will eliminate that vulnerability.

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**THE DEPARTMENT FOR LOCAL GOVERNMENT
FLOOD CONTROL LOCAL MATCHING FUND PROGRAM APPLICATION**

3. Describe the proposed solution to:
- A). The **flooding problem**; or
 - B). For **Corps 531** projects, please indicate the design or construction status; or
 - C). For **State Dam Repair** projects, please show a timeline-history and design status.

OVERVIEW:

The US Army Corps of Engineers has secured \$75,000 as part of the Silver Jackets Pilot Program to install an early warning system gauge on the Licking River and perform a flood inundation mapping project for the City of Falmouth. A local funding match is needed to complete the project, as the Silver Jackets Pilot program seeks to leverage funding from various sources including federal, state, local, and private industry.

PROGRAM DESCRIPTION:

The Silver Jackets program provides a formal and consistent strategy for an interagency approach to planning and implementing measures to reduce the risks associated with flooding and other natural hazards.

Federal agencies, including the U.S. Army Corps of Engineers (USACE) and the Federal Emergency Management Agency (FEMA), are partnering to form a unified forum to address the state's flood risk management priorities. Silver Jacket programs are developed at the state level. There are currently 31 active state teams; the goal is to offer an Interagency team in every state.

The program's primary goals are to:

- Create or supplement a mechanism to collaboratively address risk management issues, prioritize those issues, and implement solutions
- Increase and improve risk communication through a unified interagency effort.
- Leverage information and resources, including providing access to such national programs as FEMA's RiskMAP program and USACE's Levee Inventory and Assessment Initiative,
- Provide focused, coordinated hazard mitigation assistance in implementing high-priority actions such as those identified by state mitigation plans,
- Identify gaps among the various agency programs and/or barriers to implementation, such as conflicting agency policies or authorities, and provide recommendations for addressing these issues.

The program's desired outcomes are:

- Reduced flood risk,
- Agencies better understand and leverage each other's programs,
- Collaboration between various agencies, coordinated programs, cohesive solutions,
- Multi-agency technical resource for state and local agencies,
- Mechanism for establishing relationships to facilitate integrated solutions post-disaster.

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**THE DEPARTMENT FOR LOCAL GOVERNMENT
FLOOD CONTROL LOCAL MATCHING FUND PROGRAM APPLICATION**

SPECIFIC SCOPE OF WORK:

At the request and with the full support and assistance of the United States Geologic Survey (USGS); Louisville District, project seeks to install a much needed river warning gauge along the Licking River. The location is Hayes Station Road bridge, upstream of the Licking River. While no economically feasible measure can be employed to stop the Licking River from flooding, the importance of warning population centers of an impending flood event cannot be understated.

In concert with this gauge installation, the project proposes to develop a USGS Flood Inundation mapping program for the city of Falmouth to better illustrate to community leadership where flood events in the city may occur and what the estimated impact will be. The National Weather Service will utilize this new capability in their river forecast modeling and provide a more accurate picture of river levels that may threaten the population. Evacuations can then be tailored for specific threat areas long before flood waters arrive.

The USGS Flood Inundation Mapping Program focuses its efforts at state and local levels to help communities understand flood risks and make cost-effective mitigation decisions. They partner with local communities to assist in the development and validation of flood inundation map libraries. Communities such as ours can use these maps as critical tools in helping protect lives and property.

The USGS works with the National Weather Service, the U.S. Army Corps of Engineers, and the Federal Emergency Management Agency to connect communities with available federal resources thereby ensuring the quality and consistency of flood inundation maps across the country.

Inundation maps can be used for:

- Preparedness - "What-if" scenarios,
- Timely Response - tied to real-time gage and forecast information,
- Recovery - damage assessment,
- Mitigation and Planning - flood risk analyses,
- Environmental and Ecological Assessments - wetlands identification, hazardous spill cleanup,

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**THE DEPARTMENT FOR LOCAL GOVERNMENT
FLOOD CONTROL LOCAL MATCHING FUND PROGRAM APPLICATION**

4. If applicable, describe the level of local government commitment. (Give supporting data)

The Pendleton County community is committed to the proposed project both from an administrative and programmatic point of view as well as from a funding point of view.

Since the great Falmouth and Butler Flood of 1997, community leaders have taken significant planning, programming and infrastructure improvement steps to ensure, to the greatest degree possible, that the community was protected in the event of another natural disaster such as the 1997 flood event. For example, the community proposed, planned and built an Emergency Operation Center with the assistance of the U.S. Army Corp. The county currently funds the staffing of this office and the planning efforts concerning emergency preparedness. The community also employs a full time professionally trained Emergency Management Director to oversee all planning, coordination and implementation operations. The community has a statewide reputation of excellence involving emergency management.

The proposed project is a partnership of the Pendleton County community and the USGS. Both entities worked together in collaboration with the Army Corp of Engineers to propose this project. The elements of this project we developed by both the Pendleton County Fiscal Court and USGS staff. Further, the Department of Local Government was consulted for both planning assistance and possible funding assistance. In all, six separate planning and governmental agencies are involved with this project. They are:

- Pendleton County Fiscal Court,
- City of Falmouth,
- U.S. Army Corp of Engineers,
- U.S. Geological Survey,
- Kentucky Department for Local Government,
- National Weather Service.

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**THE DEPARTMENT FOR LOCAL GOVERNMENT
FLOOD CONTROL LOCAL MATCHING FUND PROGRAM APPLICATION**

5. If applicable, has any federal, state or local governmental agency been contacted to help provide a solution to the problem? (Include supporting documentation.)

As stated in # 4, project is a collaboration of several regional, state and local planning and governmental agencies.

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**THE DEPARTMENT FOR LOCAL GOVERNMENT
FLOOD CONTROL LOCAL MATCHING FUND PROGRAM APPLICATION**

6. List source and amount of all financing:

- U.S. Army Corp of Engineers: \$ 75,000; equipment and inundation study mapping.
- Department for Local Government: \$ 32,000; match to Corp funding.
- Pendleton County Fiscal Court: \$ 6,000; match to state and federal funding.
- City of Falmouth: \$ 2,000; match to state and federal funding.

7. Project contact person and phone number:

Contact's Name Mike Moore, Pendleton County Emergency Management
Phone Number 859-654-1930

To the best of my knowledge and belief, information in the application is true and correct.
 I am aware that the proposed project may be removed from further consideration should it be determined that there are significant discrepancies in the information provided, and/or false, inaccurate or incomplete information has been given.
 The community's governing body has duly authorized this document.



 Signature, Chief Executive Officer
 Henry Bertram
 Name Typed

 Judge Executive
 Title
 2/22/13
 Date

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Squire Veirs made a motion to approve the purchase of one new river gauge, seconded by Squire Fields, motion carried.

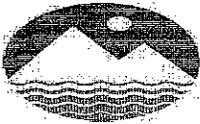


High Sierra Electronics
 155 Spring Hill Drive, Suite 106
 Grass Valley, California 95945-5929
 Ph: 800-275-2080
 Ph: 530-273-2080
 Fx: 530-273-2089

Quotation

Date	Quote #
3/8/2013	130310

Commonwealth of Kentucky Attn: Jerry Davis 100 Minuteman Parkway Frankfort, KY 40601						Quote Valid 60 Days	
TERMS	FOB	Phone:	Fax:	Rep	Office	Est. Ship	
Net 30	Grass Valley	502-607-1618	502-607-1614	TO/JCP	CS		
ITEM#	MODEL#	DESCRIPTION	QTY	PRICE	TOTAL		
1	6753-00	Radar Level Sensor; (FMR244) 6ft. Signal Cable. Optimum Range to 65 ft. w/6725-03 Signal Converter/Power Supply. (range 65 ft.)	1	2,667.00	2,667.00		
2	3206-00	ALERT/IFLOWS Data Transmitter; 4-Analog, 1-Precip & 1-Digital Inputs. 7"x18.5" Alum Cannister. Includes: VHF Radio & 12 Amp Battery. (Radio Frequency: PLEASE SPECIFY)	1	2,225.00	2,225.00		
3	6753-04	CUSTOM Mounting Enclosure Housing with Saddle Bracket Mounting hardware for 14 in abutment; for 6753 Radar Level Sensor & 3206 Data Transmitter. Powder coated white color w/hinged cover, Key Lock & 8-1/2 ft. antenna Mast.	1	1,320.00	1,320.00		
3a	7110-00	Omni-Directional Antenna; (VHF) Tuned frequency range: 169 to 173 MHz	1	75.00	75.00		
3b	7150-00	Antenna Cable; made to fit above 6753-04, for Model 7110-00, Omni-Antenna	1	35.00	35.00		
TOTAL							



High Sierra Electronics
 155 Spring Hill Drive, Suite 106
 Grass Valley, California 95945-5929
 Ph: 800-275-2080
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 Fx: 530-273-2089

Quotation

Date	Quote #
3/8/2013	130310

Commonwealth of Kentucky Attn: Jerry Davis 100 Minuteman Parkway Frankfort, KY 40601						Quote Valid 60 Days	
TERMS	FOB	Phone:	Fax:	Rep	Office	Est. Ship	
Net 30	Grass Valley	502-607-1618	502-607-1614	TO/JCP	CS		
ITEM#	MODEL#	DESCRIPTION	QTY	PRICE	TOTAL		
4	5307-01	Solar Panel; 640mA (10W Regulated); w/Regulator, Cable Set & Mtg Brkt.	1	285.00	285.00		
	Shipping	Estimated Freight Charges (actual will be billed)		225.00	225.00		
TOTAL					\$6,832.00		

In Re: NK Regional Hazmat/WMD Agreement to Relinquish Property and Liability

Judge Bertram presented the court with an agreement regarding the Pendleton County Fiscal Court relinquishing all responsibility, liability and inventory over to the Northern Kentucky Regional Hazmat Response Corporation. Squire Fogle made a motion approving this agreement, seconded by Squire Fields, motion carried.

Release and Acceptance Agreement

An agreement whereby the Pendleton County Fiscal Court (hereinafter referred to as the "Fiscal Court", a duly authorized local government) conveys and releases all responsibility, liability and inventory over to the Northern Kentucky Regional Hazmat/WMD Response Corporation (hereinafter referenced as the "NKRHM/WMD Response Corporation").

WHEREAS, the Northern Kentucky Regional Hazmat Response Team is a 501 (c) (3) Corporation created through affiliation with Kentucky Emergency Management and KRS 39 for the purpose of responding to hazardous material/WMD releases, spills, threats, discharges and such, and

WHEREAS, during the early years of the development of the NKRHM/WMD Response Corporation, Homeland Security funds were provided to the team through the administration and ownership of a host governmental entity, and

WHEREAS, Pendleton County, a local government, duly authorized in the Commonwealth of Kentucky, agreed to be the administrator and host government for distribution of Homeland Security funds for the NKRHM/WMD Response Corporation, and

WHEREAS, such funds and the administration of such funds are no longer available for the support of the NKRHM/WMD Response Corporation, and

WHEREAS, due to the fact that funding is no longer available, the Pendleton County Fiscal court is no longer needed for the purpose of hosting and administering Homeland Security Funds, and

WHEREAS, both parties involved recognize it is to their mutual advantage to dissolve their relationship, and

NOW THEREFORE, the Pendleton County Fiscal Court and the NKRHM/WMD Response Corporation agree to the following:

The Pendleton County Fiscal Court agrees:

- 1. To relinquish all rights, responsibility, liability, control and ownership of any and all property and/or inventory purchased with and through Homeland Security funds. Such property and inventory now in the possession of the NKRHM/WMD Response Corporation.

The NKRHM/WMD Response Corporation agrees:

- 1. To accept all rights, responsibility, liability, control, and ownership of any and all property and/or inventory purchased with and through Homeland Security funds. Such property and inventory now in the possession of the NKRHM/WMD Response Corporation.
- 2. To hold the Pendleton County Fiscal harmless in any and all possible situations than might take place in the future relating to any and all relinquished property and/or inventory.

Both Parties agree:

- 1. That this agreement will become effective and final immediately upon the approval and signing of both parties.
- 2. That this agreement will discontinue any and all relationships and or previous agreements between the parties involving property and/or inventory.

Agreed upon this ____ day of March, 2013 by the Pendleton County Fiscal Court.

 Henry W. Bertram
 Pendleton County Judge/Executive

Attest: _____
 Vicky King
 Fiscal Court Clerk

Agreed upon this ____ day of April, 2013 by the NKRHM/WMD Response Corporation.

 Henry W. Bertram, Chairman
 NKRHM/WMD Response Corp.

Attest: _____
 Jack Donovan
 Secretary

In Re: Approve Purchase of 911 Recorder

Squire Whaley made a motion, seconded by Squire Veirs to approve the purchase of a 911 recorder, motion carried.

**Pendleton County Fiscal Court
Budget Appropriations
Fiscal Year 2012-2013
All Funds**

Account Code	Description	Appropriation Amount
03-5101-123-	JAIL PERSONNEL	31,450.00
03-5101-179-	PART-TIME HELP	24,000.00
03-5101-212-	TRAINING FRINGE BENEFITS	3,800.00
03-5101-314-	CONTRACT WITH OTHER COUNTIES	240,000.00
03-5101-336-	EQUIPMENT REPAIR	500.00
03-5101-399-	MISCELLANEOUS CONTRACTUAL SERVICES	65,700.00
03-5101-441-	MACHINERY AND EQUIPMENT	3,000.00
03-5101-445-	OFFICE SUPPLIES	1,000.00
03-5101-455-	PETROLEUM PRODUCTS - GAS, OIL, ETC.	21,300.00
03-5101-461-	STAFF UNIFORMS	1,500.00
03-5101-549-	ROUTINE MEDICAL	23,000.00
03-5101-573-	TELEPHONE	4,000.00
03-5101-592-	MAINTENANCE & REPAIR - VEHICLES	3,000.00
03-5101-599-	MISCELLANEOUS EXPENSE	1,000.00
03-5102-314-	JUVENILE, CONTRACTS WITH OTHER COUNTIES	8,000.00
	5100 SubTotal	475,950.00
03-9100-503-	BANK CHARGES	300.00
03-9100-551-	MEMBERSHIP DUES	350.00
03-9100-950-	STAFF TRAINING	3,500.00
	9100 SubTotal	3,950.00
03-9200-999-	RESERVE FOR TRANSFER	46,500.00
	9200 SubTotal	46,500.00
03-9400-201-	SOCIAL SECURITY, COUNTY SHARE	7,500.00
03-9400-202-	JAIL RETIREMENT MATCH	15,100.00
03-9400-205-	EMPLOYEES HEALTH INSURANCE	11,000.00
03-9400-206-	UNEMPLOYMENT INSURANCE	400.00
03-9400-209-	WORKERS COMPENSATION	2,500.00
03-9400-299-	HRA - FRINGE BENEFIT	662.00
	9400 SubTotal	37,462.00
	Total Jail Fund	564,812.00

Local Government Economic Assistance Fund

04-5120-507-	FIRE DEPARTMENT CONTRIBUTIONS	12,000.00
04-5135-107-	DES DIRECTOR SALARY	34,500.00
04-5135-178-	EM DIRECTOR OVERTIME	8,000.00
04-5135-348-	HAZMAT & WATER RESCUE PROGRAM	11,400.00
04-5135-411-	CUSTODIAL SUPPLIES	1,000.00
04-5135-416-	OFFICE SUPPLIES	2,500.00
04-5135-446-	FUNCTION SPECIFIC EQUIPMENT & SUPPLIES	58,000.00
04-5135-456-	EM PETROLEUM PRODUCTS	3,500.00
04-5135-489-	OTHER SUPPLIES	1,000.00
04-5135-548-	REGIONAL HAZMAT WMD	100.00

2012-2013 Possible EM Budget Items				
Grounding	\$15,228.52			
New Circuit Cards	\$3,320.00	<i>n/die?</i>		
Weather Station	\$600.00			
Radios in Dispatch	\$6,638.25			
911 Recorder	\$12,381.12			
OneCall (3 Yrs)	\$13,500.00			
4 Handheld radios	\$3,000.00			
Mobile Radio for Amb	\$800.00			
	\$55,467.89			
SAR Pagers (6)	\$3,360.00			
Vehicle	\$6,000.00			

In Re: Approve Renewing Justice Center Maintenance Contract with DeBra Kuempel

Judge Bertram informed the court that DeBra Kuempel has agreed to renew the Maintenance contract for the Justice Center with a CPI increase of 1.7%. Squire Veirs made a motion to renew this contract, seconded by Squire Fogle, motion carried.

INDEPENDENT MAINTENANCE CONTRACTOR AGREEMENT

This agreement by and between **THE FISCAL COURT OF PENDLETON COUNTY, KENTUCKY**, 233 Main Street, Falmouth, Kentucky 41040, "**THE COUNTY**", and **DEBRA-KUEMPEL**, 3976 Southern Avenue, Cincinnati, Ohio 45227, "**MAINTENANCE CONTRACTOR**", and effective as of the 22 day of May, 2013.

Whereas, **THE COUNTY** advertised for contract proposals from persons wishing to perform maintenance at the Pendleton County Judicial Center and seeks to contract with an independent maintenance contractor to perform such services; and

Whereas, **MAINTENANCE CONTRACTOR** was the successful bidder and wishes to provide said services for **THE COUNTY** on the terms and conditions set forth in this agreement;

Now, in consideration of these promises and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

(A) **THE COUNTY** agrees to retain **MAINTENANCE CONTRACTOR** as an independent contractor. **MAINTENANCE CONTRACTOR** agrees to act in this capacity as set forth in this agreement. The parties expressly agree that for all purposes **MAINTENANCE CONTRACTOR** will be acting as an independent contractor and not as an employee of **THE COUNTY**, including for purposes of withholding, social security, unemployment insurance, and any other federal, state, or local statute or regulation governing the relationship between an employer and its employees. **MAINTENANCE CONTRACTOR**, at its sole expense, shall maintain a liability insurance policy for the benefit of both parties in an amount of not less than One Million Dollars (\$1,000,000.00) and provide **THE COUNTY** a copy of said liability insurance policy. **MAINTENANCE CONTRACTOR**, at its sole expense, shall provide Workers Compensation Insurance for any and all employees that provide services under this contract if state or federal law requires coverage for said employees. Said employees of the **MAINTENANCE CONTRACTOR** are its employees and are not employees of **THE COUNTY**. Said employees of **MAINTENANCE CONTRACTOR** shall be properly trained and qualified before providing any services under this agreement. **THE COUNTY** shall be given the names, addresses, and proof of training and qualifications of any employees of **MAINTENANCE CONTRACTOR** which will be performing work on behalf of **MAINTENANCE CONTRACTOR**.

(B) **MAINTENANCE CONTRACTOR** agrees to use his best efforts to perform general maintenance and limited cleaning at the Pendleton County Judicial Center as directed by **THE COUNTY**. Such duties shall include, but are not limited to, general building and grounds maintenance and maintenance of the building's heating, cooling, plumbing, lighting systems and all such duties as spelled out in the Justice Center Maintenance Bid Specifications (hereto attached). **MAINTENANCE CONTRACTOR** must be familiar with computer link to the heating and cooling system. In addition **MAINTENANCE CONTRACTOR** will perform other general maintenance as directed from time to time by **THE COUNTY**.

(C) **MAINTENANCE CONTRACTOR'S** sole compensation under this agreement shall be Fourteen Thousand Two Hundred Sixty-One and Dollars (\$14,503.00) to be paid in twelve (12) monthly installments.

(D) **MAINTENANCE CONTRACTOR** may have access to certain "secure" areas of the Pendleton County Judicial Center. **MAINTENANCE CONTRACTOR** and its employees shall execute any security documents that may be required by the Administrative Office of the Courts in order to have access to said area and will comply with any and all terms of said agreements.

(E) The parties expressly agree that **MAINTENANCE CONTRACTOR** does not have the authority to enter into any contract or other binding commitment on behalf of **THE COUNTY** without the express written authorization of **THE COUNTY**. Further, **THE COUNTY** reserves the right to refuse any contract obtained and tendered by **MAINTENANCE CONTRACTOR**. **MAINTENANCE CONTRACTOR** agrees to reveal explicitly to each prospective contractee this limitation of **MAINTENANCE CONTRACTOR'S** authority. It is expressly agreed that **MAINTENANCE CONTRACTOR** shall notify the County Judge Executive if repairs are needed that cannot be performed by **MAINTENANCE CONTRACTOR** the **MAINTENANCE CONTRACTOR** shall not contract with a third party for such repairs without the written permission of the County Judge Executive. Any unapproved expenditures will be done at the sole expense of **MAINTENANCE CONTRACTOR** without reimbursement from **THE COUNTY**.

(F) **MAINTENANCE CONTRACTOR** releases and holds harmless **THE COUNTY**, its agents, and employees, from any claim for loss from any person or persons, including any third parties, arising from **MAINTENANCE CONTRACTOR'S** performance under the terms of this agreement.

(G) Either party may terminate this agreement at any time by giving notice in writing to the other at least thirty (30) days prior to such termination.

(H) Upon termination of this agreement for any reason, **MAINTENANCE CONTRACTOR** shall be entitled only to accrued payments due under this Agreement prior to the effective date of the termination.

(I) **MAINTENANCE CONTRACTOR** agrees that this agreement cannot be assigned, transferred, or pledged in any way and shall not be subject to attachment, execution, or similar process. Any attempt to do so shall be null and void and shall relieve **THE COUNTY** of any and all liability under this agreement.

(J) This agreement shall be binding upon and inure to the benefit of the parties and its successors, assigns, heirs, and legal representatives of the respective parties.

(K) Any notice to be given under this agreement shall be in writing and delivered personally and sent by certified mail, return receipt requested, as follows: if to **THE COUNTY:** Judge/Executive, Pendleton County Fiscal Court, 233 Main Street, Falmouth, Kentucky 41040; if to **MAINTENANCE CONTRACTOR:** **DEBRA-KUEMPEL**, 3976 Southern Avenue, Cincinnati, Ohio 45227

(L) This agreement contains the entire agreement and understanding of the parties and may not be amended, modified, or supplemented except in writing signed by the parties.

(M) This agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky.

(N) This agreement is understood to be for a period of one year but may be extended with just cause or for additional one year periods with no more increase in cost of services above the Consumer Price Index for each additional year contract. Both Parties must agree on the terms hereby directed in this section. Any modification and/or extension of this contract shall be done in writing and agreed upon by both parties.

FISCAL COURT OF PENDLETON COUNTY

HENRY W. BERTRAM
PENDLETON COUNTY JUDGE/EXECUTIVE

DATE _____

MAINTENANCE CONTRACTOR

DATE _____

Pendleton County Justice Center

**MAINTENANCE REQUIREMENT SPECIFICATIONS
2013-2014**

ADDRESSES OF FACILITIES TO BE INCLUDED IN CONTRACT:

120 Ridgeway Ave., P.O. 69 Falmouth, Kentucky 41040

TOTAL SQ. FT. THIS CONTRACT: 36,000 SF

FACILITY OWNER'S REPRESENTATIVE: Henry W. Bertram

Telephone Number: 859-654-4321

(1) SECTION I. SPECIAL REQUIREMENTS

1. INFORMATION TO BE PROVIDED BY VENDOR: After award of contract, but prior to starting date, vendor will provide the Pendleton County Fiscal Court/Administrative Office of the Courts (AOC), the following information of all individuals the vendor proposes to use in the execution of the contract:

- Name,
- Social Security Numbers, and
- Birthdate

2. RECORDS CHECK: Due to the sensitive nature of court facilities, the AOC must run criminal records checks on these individuals. The AOC reserves the right to deny access to the facilities to persons based on these findings.

The vendor shall continue this process, for new employees to service the facility, for the life of the contract. No person will be allowed to work in the facility without a records check.

3. INSURANCE AND BONDING:

A. **INSURANCE:** The Vendor must provide with his bid proposal, proof or the ability to obtain \$1,000,000.00 worth of liability insurance. And proof of coverage before beginning work.

(1) WORKMAN'S COMPENSATION INSURANCE: VENDOR SHALL PROVIDE PROOF OF WORKMAN'S COMPENSATION ON EACH OF HIS OR HER EMPLOYEES.

SECTION II. GENERAL PERFORMANCE SPECIFICATIONS

1. **GENERAL:** These General Performance Specifications for maintenance and repair services at the court of justice center in Pendleton County are indicated for the above location. Responsibilities and a frequency schedule for the Vendor are stated in the following specifications.

2. REQUIRED COORDINATION

A. After award of contract, but prior to contract effective date, the vendor shall meet with a representative from the AOC and the Local Court of Justice Representative, and a representative of the facility's owner at the facility to receive services. The vendor will bring with him/her to this meeting, a list of equipment, supplies, and sub-Vendors they intend to use to maintain and repair the physical, mechanical, and electrical components of the facility, schedules, proposed work plan, and documentation to be posted in the service closet as specified in this bid. Schedule and work plan shall include being on sight no less than 3 days per week with a minimum of 2 hours per day during normal business hours.

B. The vendor is required to continually inform and coordinate with the Court of Justice Representative or his or her designee (Security Supervisor, for example) the vendor's general work plan, schedule, and persons assigned to perform work.

D. The Court of Justice Representative shall inform the Vendor of any trial areas, which have special needs.

E. Any and all comments, commendations, complaints, concerns, etc. from Court of Justice Employees, AOC, Owner, Public, and Vendor, regarding Maintenance and Repair Services, should be tendered to the Local Court of Justice Representative and/or Pendleton County Judge/Executive.

F. Must be able to respond to the PCJC within an hour if an emergency situation arises.

3. MAINTENANCE:

A. **SCOPE OF WORK:** Vendor shall provide maintenance on the following building components along with other prescribed duties:

(1) Building components which receive maintenance service:

- Heating Ventilation and Air Conditioning (HVAC) systems, components, and controls,
- Water treatment, including heating, and distribution systems,
- Water-related fixtures and components
- Lighting fixtures,
- Electrical supply and distribution systems,
- Electrical equipment, devices, and appliances,
- Building Hardware (hinges, closers, etc.),
- Caulking,
- External Building Components (weather barrier maintenance), and
- Roofs
- Touch-up paint where needed

B. **OWNER PROVIDED MATERIALS AND SUPPLIES**

- Light (illumination) bulbs,
- Caulking,
- Building Hardware,

C. PERSONNEL: Vendor shall utilize personnel who are both competent and, if applicable, Licensed and Certified to execute work in necessary trades.

(1) As a minimum, the following certified and/or licensed personnel shall be available for work on the Court of Justice facility and shall be provided to the owner at contract signing:

- Licensed Plumber,
- Licensed Electrician,
- Licensed HVAC technician, and

(2) As a minimum, the following non-certified or licensed personnel shall be available for work on the Court of Justice facility. These service providers shall be discussed with the owner prior to any work being preformed.

- Carpenters,
- Drywall Repairers,
- Brick and Masonry Repairers,
- Sheet Metal Workers,
- Roofers,
- Plumbers,
- Electricians,
- Pipe Fitters,
- Trade Helpers, and
- General Laborers.

D. WORK PLAN:

(1) It is the vendor's responsibility to determine the appropriate level of maintenance for the components of the facility. The vendor shall execute maintenance, including the changing of wearable components, filters, lubrication, and cleaning, in accordance with the component's manufacturer's recommendation or best industry management practice, whichever is more stringent. **Vendor shall be provided a list of manufacturer's suggested maintenance schedules.**

(2) As part of his or her bid package the vendor shall submit a "Preliminary Work Plan". This plan shall include, but not be limited to, tasks and schedules of maintenance and trade men and/or sub Vendors for:

- Heating Ventilation and Air Conditioning (HVAC) systems, components, and controls (including seasonal HVAC and Boiler activations and deactivations, and related service),
- Water treatment, including heating, and distribution systems,
- Water-related fixtures and components
- Lighting fixtures and illumination bulbs,
- Electrical supply and distribution systems,
- Electrical equipment, devices, and appliances,
- Building Hardware (hinges, closers, etc.),
- Calking,
- External Building Components (weather barrier maintenance), and
- Roofs.

(3) Upon award of contract, the vendor shall meet with the Owner's, Court of Justice and AOC representatives and determine a final "Work Plan" which shall be executed.

4. REPAIRS:

A. VENDOR REPAIRS: Vendor shall be responsible for determining and overseeing repairs of components throughout the facility.

B. MAJOR REPAIRS:

1. Repairs beyond vendors' capability of work for Court of Justice facility are authorized on a case by case basis. The vendor shall coordinate all such repairs with the Owner's Representative and the AOC to insure an authorized reimbursement for repair related goods, supplies, and services.

2. **COST ESTIMATES:** It is the responsibility of the Vendor along with the Owner to insure that an accurate and detailed cost estimate is prepared for the aforementioned repair work. These estimates shall use the Authorized Costs detailed in Paragraph D. below and are subject to AOC review and approval in accordance with the Memorandum of Understanding between the Owner and the Court of Justice.

3. **SCOPE OF WORK:** Upon approval by the Owner and/or the AOC, the Vendor shall provide, at pre-determined hourly contract costs, all personnel, equipment, tools, materials, and supplies to perform all repairs in strict accordance to manufacturer recommendations, as designed and or specified by a design professional, or as directed by the AOC. Any repair over \$5,000.00 shall be bid through the county bid process.

4. **AUTHORIZED CHARGES**

(1) Hourly Personnel Rates:

• Project Manager	\$_____ per/hour
• Trade Supervisors	\$_____ per/hour
• Administrative Personnel	\$_____ per/hour
• Planners & Estimators	\$_____ per/hour
• Professional Services IAW Rule of Administrative Procedure	
• Licensed Plumber	\$_____ per/hour
• Plumber's Helper	\$_____ per/hour
• Licensed Electrician	\$_____ per/hour
• Electrician's Helper	\$_____ per/hour
• Licensed HVAC technician	\$_____ per/hour
• HVAC Helper	\$_____ per/hour
• Licensed Boiler Technician	\$_____ per/hour
• Boiler Technician Helper	\$_____ per/hour
• Sheet Metal Workers	\$_____ per/hour
• Pipe Fitters	\$_____ per/hour
• Carpenters	\$_____ per/hour
• Brick and Masonry Repairers	\$_____ per/hour
• Drywall Repairers	\$_____ per/hour
• Roofers	\$_____ per/hour
• Concrete & Bituminous Pavement Workers	\$_____ per/hour
• Other Trade Helpers	\$_____ per/hour
• General Laborers	\$_____ per/hour

(2) Repair Parts and Supplies: All parts and supplies purchased by the vendor with authorization from the owner shall be reimbursed for the Vendor's actual purchase price.

(3) Tools and Equipment: All specialized tools and equipment (not customarily used by trades on a regular basis, such as cranes, high-lifts, large scaffolding, heavy transport vehicles, etc.) shall be reimbursed for the Vendor's actual cost of rental or use of.

5. VERIFICATION:

A. COURT OF JUSTICE INSPECTIONS: The services performed under this contract shall be subject to inspection and approval by Court of Justice (including AOC) employees.

B. DEFICIENCIES: Representative(s) of the Court of Justice and owner shall routinely inspect the entire facility and prepare a list of deficiencies. The list shall be presented to the Vendor and the Vendor shall correct or present a plan to correct the deficiencies within three (3) working days. If this schedule for corrections is not met, a complaint on the vendor may be submitted to the owner. If a second complaint is submitted necessary within 12 months of the first complaint, the owner may terminate the contract as outlined in the contract.

6. VENDOR ACCESS AND AREAS:

A. COURT OF JUSTICE (LOCAL AGENCY, IF APPLICABLE) RESPONSIBILITIES:

- (1) Storage space for the Vendor's equipment and supplies in large facilities, if available,
- (2) Utilities (light, water, and electricity) necessary to perform the services. Vendor shall use these facilities sparingly.
- (3) Access to facility, including the necessary number of keys to areas requiring service, if necessary for a limited period of time.
- (4) Maintain a record of the number and identification of all keys issued to the vendor and shall verify that the same number and identification of keys are returned at the end of the applicable period.

B. VENDOR RESPONSIBILITIES:

- (1) Advise the Local Court of Justice Representative the number of keys required for specified entrances and internal access at the beginning of the contract. If a need arises for additional keys, the vendor will request them from the Local Court of Justice representative in writing.
- (2) The vendor, or any of its representatives or employees **shall not**, under any circumstance, make or have made copies of the keys provided by the Court of Justice Representative.
- (3) If keys are lost the vendor shall immediately notify the Court of Justice Representative.
- (4) The vendor shall advise the Local Court of Justice Representative the names of (pre-authorized) employees working in the building.
- (5) The vendor **shall not**, under any circumstances, allow any unauthorized employee in the building. Vendor's staff shall not unlock any door and allow access to the facility to any person other than the staff assigned to clean that area.

7. WORKMANSHIP

- A. All work shall be performed in a neat, orderly, and professional manner with applicable local, state, and federal laws and codes.
- B. Special care shall be taken to insure that all tools, fixtures, and equipment used by vendor in the execution of duties is/are:
 - Not left in non-vendor work areas (all items must be stored in designated areas)
 - Does not create a safety or environmental hazard, and
 - Not left in a "other than clean" condition (buckets, sinks, mops, etc. must be drained and cleaned).

8. SAFETY: Safety in and around the workplace **shall take precedence** to all other required tasks. The following provisions and procedures shall be strictly administered:

- Lockout/Tagout procedures,
- Appropriate Barriers and Barricades,
- Appropriate Shoring, Bracing, and Blocking,
- Warning Signage,
- Appropriate tools (e.g., insulated hand tools, the proper wrenches, etc.),
- Appropriate equipment (e.g., insulated ladders, test sets, etc.),
- Safety harnesses and lanyards, when working in high areas,
- Ground guides, when maneuvering equipment inside and outside of building,

- Flagmen, when necessary,
- Appropriate safety apparel when handling hazardous/toxic substances and materials,
- Label, handle, and store all hazardous and toxic materials in strict accordance with applicable environmental law and regulations,
- Appropriate trade training and certifications,
- All required OSHA training and certifications, and
- Immediately notify the Court of Justice Representative or his or her designee (e.g., Security Supervisor) and proper agencies (e.g., Fire Department) of all hazardous and potentially hazardous situations.

By initialing, the contractor agrees he will comply with the specification above dealing with the maintenance process.

In Re: Reappointment of Bob Bathalther & Darrin Hart to Industrial Authority

Squire Fields made a motion, seconded by Squire Fogle to approve the reappointment of Bob Bathalther and Darrin Hart to the Industrial Authority Board, motion carried.

In Re: Reappointment of Brent Moore to the Pendleton County Water District Board

Squire Whaley made a motion to reappoint Brent Moore to the Pendleton County Water District Board, seconded by Squire Fogle, motion carried.

PENDLETON COUNTY WATER DISTRICT
 P.O. BOX 232, FALMOUTH, KY 41040 (859) 654-6964 FAX (859) 654-7032
Deaf, Hard-of-Hearing or Speech Impaired, call 7-11

February 27, 2013

Judge Henry Bertram
 Pendleton County Judge Executive
 Pendleton County Courthouse
 223 Main St.
 Falmouth, KY 41040

Dear Judge Bertram:

The term for Commissioner Brent Moore will expire April 1, 2013. We would like to request that he be reappointed to the board.

If you have any questions regarding this matter, please call our office.

Sincerely,



William Jones
 Manager

WJ/cbw

EQUAL OPPORTUNITY PROVIDER

In Re: Catawba Bridge Discussion/Update

Judge Bertram presented the court with an email to Mr. Colston regarding the courts vote to pursue litigation against CSX. This was informational only, no action taken.

Mr. Colston,

The fiscal court has voted to pursue litigation against CSX. We also agree to pursue your assistance in this matter. We agreed to allow the county attorney to negotiate the cost of your fee for services.

Since you are a professional, procurement can be negotiated. An agreement will need to be approved between you and the county in order for use to pay you for your services. I would hope that you and the county attorney can work out this agreement.

In the fiscal court motion, CXS was not identified until determination is made as to the validity of a case against CSX. We feel that it is not proper to identify CSX until we feel we have a case.

I am sending you the attached letter that was sent to the Attorney General for his opinion. The letter does not address the fact that CSX completely rebuilt the bridge in 1969 and has made numerous repairs over the past 7 years.

Should it be determined that we will proceed with litigation, we felt that your client and the other home owners

affected by the bridge, might be named as plaintiffs in a case???

Should you have questions of me prior to an agreement between you and the county, please do not hesitate in contacting me.

Henry W. Bertram
Pendleton County Judge/Executive
233 Main Street
Falmouth, Kentucky 41040
Ph. 859-654-4321
Cell 859-743-6559
Fax 859-654-5047
pendjud@fuse.net
www.pendletoncounty.ky.gov

In Re: Discuss Use of No Outlet Signs

Discussion was held regarding the use of no outlet signs. Squire Veirs made a motion to allow these signs to be put up at property owners request, seconded by Squire Fields, motion carried.

In Re: Approve Permitting NKAPS to Survey County Line Between Pendleton and Campbell Counties

Judge Bertram presented the court with an email to Trisha Brush regarding allowing the NKAPS to survey the county line between Campbell and Pendleton Counties, Squire Veirs made a motion to allow this survey to be done, seconded by Squire Whaley, motion carried.

Trisha,

After our discussion on the phone, I explained to our court that since, the NKAPS were willing to survey the county line between Pendleton and Campbell counties, we should ask them to proceed. This boundary issue is not critical at this time due to some agreements between our counties but may at some point in the future be problematical. Since there will be no cost to the counties, let's fix the issue once and for all.

Please allow this email to be permission from Pendleton County to proceed with the survey.

Henry W. Bertram
Pendleton County Judge/Executive
233 Main Street, Room 4
Falmouth, Kentucky 41040
Office (859) 654-4321
Fax (858) 654-5047
Cell (859) 743-6559
Email <pendjud@fuse.net>
Website www.pendletoncounty.ky.gov

In Re: Bridge Deck Notice

Judge Bertram presented the court with a copy of the notice that will be published in the Falmouth Outlook for the replacement of a bridge deck and guardrail only over tributary of the Licking River Bridge #C000028. This was informational only, no action taken.

REQUEST FOR BIDS

THE PENDLETON COUNTY FISCAL COURT REQUESTS BIDS FOR THE CONSTRUCTION OF A REPLACEMENT BRIDGE DECK AND GUARD RAIL **ONLY**, OVER TRIBUTARY A OF THE LICKING RIVER, BRIDGE # C000028. BIDS WILL BE ACCEPTED UNTIL 10:00 AM ON MARCH 22, 2013, IN FISCAL COURT CHAMBERS, 233 MAIN ST., FALMOUTH, KY 41040, AND WILL BE PUBLICLY OPENED IMMEDIATELY THEREAFTER.

ALL BIDS SHOULD INCLUDE DECK AND GUARD RAIL **ONLY** FOR THE CONSTRUCTION OF THE AFOREMENTIONED BRIDGE.

THE CONTRACT FOR DECK AND GUARD RAIL WILL BE AWARDED SOON AFTER INSPECTION OF BIDS, REFERENCES AND RECEIPT OF A GRANT FUNDING AGREEMENT. A NOTICE TO PROCEED WILL BE ISSUED DURING THE FIRST PENDLETON COUNTY FISCAL COURT MEETING THEREAFTER.

THE NEW BRIDGE DECK BRIDGE WILL BE 16 FEET WIDE AND APPROXIMATELY 30 FEET IN LENGTH.

BIDDER SHALL PROVIDE ENGINEERED DECK AND QUARD RAIL DRAWINGS AND PLANS PER DECK DEMINSIONS. DUE TO KENTUCKY DEPARTMENT OF TRANSPORTATION RURAL AND MUNICIPAL AID FUNDING, ALL PROSPECTIVE

BIDDERS ARE DIRECTED TO THE PRE-QUALIFICATION REQUIREMENTS AND NECESSITIES FOR SECURING CERTIFICATION OF ELIGIBILITY. PROOF OF THESE REQUIREMENTS SHALL BE INCLUDED IN THE BID PROPOSAL.

DECK COMPLETION DATE WILL BE SET AT THE NOTICE TO PROCEED WITH DURATION OF CONSTRUCTION BEING SET AT NO MORE THAN THIRTY (30) DAYS FROM DATE OF NOTICE TO PROCEED.

PENDLETON COUNTY ROAD DEPARTMENT IS THE MAIN CONSTRUCTION CONTRACTOR ON THIS CONSTRUCTION AND THE DECK PROVIDER WILL BE A SUBCONTRACTOR TO THE COUNTY. THE SUBCONTRACTOR SHALL PROVIDE THE CONTRACTOR WITH THE LIABILITY INSURANCE AND A BID BOND EQUAL TO THE SUBCONTRACTOR'S BID.

PENDLETON COUNTY FISCAL COURT RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO WAIVE INFORMALITIES. NO FAX BIDS WILL BE ACCEPTED AND ALL BIDS SHALL BE MARKED "BID".

In Re: Transfers

Judge Bertram presented and reviewed the budget account transfers, whereupon Squire Fogle made a motion, seconded by Squire Whaley that the transfers be approved as presented, motion carried.

**PENDLETON COUNTY FISCAL COURT
TUESDAY MARCH 12, 2013
7:00 PM**

COURT ORDERED TRANSFERS

General Fund

Transfer from (01-9200-999) Reserve for Transfers to the following accounts:

01-5080-411	Custodial Supplies	\$1,000.00
01-5081-571	Judicial Center Renewals and Repairs	\$ 600.00
01-5205-592	Maintenance & Repair Vehicle A.C.	\$ 100.00

Road Fund

Transfer from (02-6103-178) Road Supervisor Overtime to the following account:

02-6103-102	Road Supervisor Salary	\$12,000.00
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Transfer from (02-6105-178) Road Workers Overtime to the following account:

02-6105-143	Road Workers Salaries	\$25,000.00
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Jail Fund

Transfer from (03-9200-999) Reserve for Transfers to the following accounts;

03-5101-212	Training Fringe Benefits	\$ 52.00
03-5101-441	Machinery and Equipment	\$215.00

Interfund Transfers

Transfer from General Fund to Jail Fund	\$60,000.00
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Henry W. Bertram

Vicky J. King

In Re: Payment of Claims

Judge Bertram presented and reviewed the payment of claims, whereupon Squire Whaley made a motion, seconded by Squire Fields that the following claims be allowed and paid out of the following accounts, motion carried.