

PENDLETON COUNTY FISCAL COURT  
APRIL 23, 2013  
COURT MET PURSUANT TO ADJOURNMENT  
WITH  
HONORABLE HENRY BERTRAM, JUDGE/EXECUTIVE  
PRESIDING

Members Present: Alan Whaley, Gary Veirs, Bob Fogle and David Fields

Members Absent: None

County Attorney: Absent

Invocation was given by Judge Bertram, with the Pledge of Allegiance being led by Judge Bertram.

**In Re: Approval of Agenda**

Judge Bertram presented the agenda for this meeting, whereby Squire Veirs made a motion to approve the agenda as presented, seconded by Squire Fields, motion carried.

**In Re: Approval of Minutes**

Minutes from the April 9, 2013 meeting were presented to the court by fiscal court clerk, Vicky King, whereby Squire Fogle made a motion, seconded by Squire Whaley that the minutes be approved as presented, motion carried.

**In Re: Approval of Treasurer's Report**

Pendleton County Treasurer, Vicky King, presented the court with written reports for the month of March and the third quarter of fiscal year 2013 at the April 9, 2013 meeting, Squire Fields made a motion to approve these reports as presented, Squire Veirs seconded the motion, motion carried.

**In Re: Motorcycle Proclamation**

Judge Bertram presented a proclamation to Keith Roberts declaring May 2013 as Motorcycle Awareness Month. This was informational only, no action taken.



In Re: Blacktop Bid Discussion

Judge Bertram presented blacktop bids that were received and opened on April 19, 2013. The bids received included Eaton Asphalt and Mago construction. Discussion was held regarding the two bids whereby Squire Veirs made a motion to accept the bid received from Mago construction, motion seconded by Squire Fogle motion carried.

PENDLETON COUNTY FISCAL COURT  
PENDLETON COUNTY ROAD DEPARTMENT  
INVITATION TO BID

To be opened: Friday, April 19, 2013 10:00 AM  
Date issued: Tuesday, April 2, 2013

COMMODITY: RESTREACING OF VARIOUS COUNTY ROADS

For information call: Henry Bertram, County Judge — 859-654-4321

Bidders Name: Anthony Ridgway

Signature: *Anthony Ridgway*

Firm/Company: Eaton Asphalt Paving Co Inc

IMPORTANT INSTRUCTIONS TO BIDDERS

1. Each bid should be in a SEPARATE ENVELOPE and have typed on the envelope invitation number, opening date and time. Pendleton County Fiscal Court will not be responsible for any premature opening or failure to open a bid not properly addressed or identified as stated above.
2. Bids must be received in the office of the County Judge/Executive, 233 Main Street, Ealmouth, Kentucky 41040, in a sealed envelope no later than 10:00 AM Friday, April 19, at which time all received bids will be opened and read publicly in the Fiscal Court Chambers of the Old Pendleton County Courthouse.
3. All materials, equipment, construction procedures and any or all regulations that would pertain to a similar project let to contract by the Department of Transportation, Bureau of Highway or State of Kentucky shall apply to this project.
4. All equipment (distributor, road broom, grader, rollers and self-propelled paver) shall meet the current specifications and be approved for similar projects let to contract by the Kentucky Department of Transportation and Bureau of Highways.
5. All cost of preparation (sweeping, cleaning, grading, etc.) shall be incidental to the cost of the mix laid.
  
6. The bituminous base and surface mix shall be bituminous concrete base and surface according to Section 402 and 403 of the 2012 Edition of the Kentucky Standard Specifications for Road and Bridge Construction.
7. Bituminous tack coat shall be as per Section 406 of the 2012 Edition of the Kentucky Standard Specifications for Road and Bridge Construction.
8. Bituminous concrete surface and base estimate based on per road calculated from specified depth of 1.75 inches laid, rolled to 1.50 inches.
9. Either 110 limestone or gravel may be used as the coarse aggregate in all Bituminous mixes.
10. The bituminous material for the mix shall be either AC 10 or AC 20.
11. Minimum asphalt content for asphalt base mix shall be 4.8% and for asphalt Surface mix 5.8%.
12. Patching and or leveling material shall be either bituminous concrete base or surface as directed by the County Engineer.
13. Patching and or leveling materials shall be applied with either a patrol grader or paver as directed by the County Engineer.
14. Surfacing contractor will not be required to alter in any way storm and or sanitary Sever covers that may present at time of resurfacing.
15. Quotations must be submitted on this form indicating unit price for each item bid. If applicable, total extension and a grand total bid shall be submitted.
16. It shall be the responsibility of the Contractor to include the paving of field entrances, road approaches, etc, and perform any other duties as directed by the County.
17. The Contractors Certified Technician shall furnish the County a report covering Asphalt content and gradation for all mixes laid. This report shall be furnished along with normal billing documents unless requested otherwise.
18. The County reserves the right to accept or reject any and/or all bids and to waive irregularities and to negotiate with the best qualified bidder if they deem it to be the best interest of the County to do so.

20. Bids may be rejected unless filled out in ink or typewritten and signed in ink by a proper agent of the firm.
21. Bidders are invited to attend a public bid opening.
22. Do not add or include Kentucky Sales & Use Tax. (County is exempt)
23. Contractor shall be on the Department of Transportation, Bureau of Highways Approved and prequalified bidders list.
24. Each bid must be accompanied by a bid bond payable to the owner for (5%) FIVE PERCENT of the grand total of the bid. The bid bond of the successful bidder will be retained until the performance bond has been executed and approved, after which it will be returned. A certified check may be used in lieu of a bid bond.
25. The successful bidder will be required to post a performance bond in the amount of (100%) ONE HUNDRED PERCENT of the bid. Contractor is responsible for all permits, licenses, insurance and incidentals.
26. The bidder shall comply with all applicable Federal, State and Local laws.
27. The successful bidder shall commence substantial work on the project within Thirty (30) days of the acceptance of the bid by the County, and the project shall be completed by August 15, 2013. This provision shall be binding on the successful bidder unless waived in writing by the County.
28. In the event the successful bidder fails to commence substantial work on the project within thirty (30) days and the County does not waive this requirement, the County shall have the option to reject the bid and to void the contract, and in such event to either accept the next lowest and best bidder or to negotiate with the best qualified bidder.
29. In the event the successful bidder fails to complete the project by August 15, 2013 and the County has not waived this requirement in writing, the County shall receive from the bidder (or withhold from the bidder, at its option) liquidated damages of \$250.00 per calendar day.
30. All the terms and conditions of these instructions to bidders and the specifications for this project shall constitute, the part of and incorporate into, the contract between the County and the successful bidder.
31. All work outlined in these specifications are subject to county funding.

20. Bids may be rejected unless filled out in ink or typewritten and signed in ink by a proper agent of the firm.
21. Bidders are invited to attend a public bid opening.
22. Do not add or include Kentucky Sales & Use Tax. (County is exempt)
23. Contractor shall be on the Department of Transportation, Bureau of Highways Approved and prequalified bidders list.
24. Each bid must be accompanied by a bid bond payable to the owner for (5%) FIVE PERCENT of the grand total of the bid. The bid bond of the successful bidder will be retained until the performance bond has been executed and approved, after which it will be returned. A certified check may be used in lieu of a bid bond.
25. The successful bidder will be required to post a performance bond in the amount of (100%) ONE HUNDRED PERCENT of the bid. Contractor is responsible for all permits, licenses, insurance and incidentals.
26. The bidder shall comply with all applicable Federal, State and Local laws.
27. The successful bidder shall commence substantial work on the project within Thirty (30) days of the acceptance of the bid by the County, and the project shall be completed by August 15, 2013. This provision shall be binding on the successful bidder unless waived in writing by the County.
28. In the event the successful bidder fails to commence substantial work on the project within thirty (30) days and the County does not waive this requirement, the County shall have the option to reject the bid and to void the contract, and in such event to either accept the next lowest and best bidder or to negotiate with the best qualified bidder.
29. In the event the successful bidder fails to complete the project by August 15, 2013 and the County has not waived this requirement in writing, the County shall receive from the bidder (or withhold from the bidder, at its option) liquidated damages of \$250.00 per calendar day.
30. All the terms and conditions of these instructions to bidders and the specifications for this project shall constitute, the part of and incorporate into, the contract between the County and the successful bidder.
31. All work outlined in these specifications are subject to county funding.

**AMENDMENT OF BID AND AFFIDAVIT OF NON COLLUSION AND NON CONFLICT OF INTEREST**

I hereby swear (or affirm) under the penalty for falseness as provided by KRS 432.170: That I am the bidder (if the bidder is an individual, a partner of the bidder (if a partnership) or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);

That the attached bid or bids covering Pendleton County Fiscal Court, Road Department, has been advised as by the bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor or materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;

That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person for an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;

That the bidder is legally entitled to enter into the contracts with the Pendleton County Fiscal Court and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390, 16.092, 61.000 and 42.990; and

(Applicable to corporations only) That as a foreign corporation, we are registered with the Secretary of State, Commonwealth of Kentucky, and authorized to do business in the State of Kentucky, or, That as a domestic corporation, we are in good standing with the Secretary of State, Commonwealth of Kentucky. (Check the statement applicable).

That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

**NOTICE**

Any agreement of collusion among bidders or prospective bidders which restrains, tend to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price, or to refrain from bidding or otherwise, is prohibited. The provision of KRS 355.080 and 306.000 which permit the regulation of resale price by contract do not apply to sales to the State; no sales to Local Governments.

Any person who violates any provisions of Kentucky Revised Statute 42.076 shall be guilty of a felony and shall be punished by a fine not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation or association which violates any of the provision of KRS 42.076 shall, upon conviction, be fined not less than ten thousand dollars nor more than twenty thousand dollars.

Grand Total: 1,060,932.35

We submit the prices and agree to commence work in 30 days after receipt of order. This offer is for 17.22 calendar days and is from the date this bid is opened.

In submitting this bid, it is expressly agreed that upon proper acceptance by the Pendleton County Fiscal Court of any or all items bid above, a contract shall hereby be created with respect to the items accepted.

Signed by [Signature] Date 4-19-2013

Firm/Company Eden Asphalt Paving & Inc.

Address 136 E. Ferguson Rd. 41044

Pendleton County Fiscal Court-Resurfacing Various Roads-April 9, 2013

Name of Road	Location of Road	Quality Tons Surface Mix	Unit Cost Per Ton	Total Price
Straight Shoot Road CR 1203	From Bridge #C00034 East For a Distance of 2.5 Miles	1795	60.75	108046.25
Lenoxburg Road, CR 1064	From 2.4 Miles Southwest of Buckeye Hills Extending Northeast For 2.40 Miles	2085	60.25	126233.75
Straub Lane CR 1314	From HWY 467 Extending Westerly to end of County Maintenance for 0.75 Miles	418	67.00	28006.00
Bethel Bypass CR 1345	From US 27 Extending Westerly to KY 17 for 0.13 Miles	75	110.00	8250.00
Mathis Lane CR 1323	From 0.304 Miles Southeast of HWY 17 extending Southeast to End Of County Maintenance for 0.83 Miles	535	64.00	34240.00
Mount Carmel CR 1212	From Hog Ridge Road Northeast for .454 miles	290	70.00	20300.00
Hogg Ridge CR 1205	From Box 12680 Northeast For 1 mile	750	67.00	50250.00

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Pendleton County Fiscal Court-Resurfacing Various Roads-April 9, 2013

Name of Road	Location of Road	Quality Tons Surface Mix	Unit Cost Per Ton	Total Price
Mays Road CR 1029	From HWY 10 Southeast to end for .85 Miles	474	67.40	31947.60
Veira Road CR 1023	From HWY 10 Southwest to End for .9 Mile	520	63.00	32760.00
E. Veira Road CR 1018	From HWY Locke Road South To end .25 Mile	122	100.00	12200.00
Lenoxburg CR 1064	From Box 4100 Lenoxburg to Sharp Road for .96 Mile.	750	62.00	46500.00
New Zion CR 1067	From Lenoxburg East to Box 6500 for .9 Mile	645	66.25	42731.25
Oak Hill CR 1104	From Lenoxburg Road East to HWY 22 for 1.5 Miles	958	63.00	60270.00
Mezrie Bottoms Road CR 1005	From Underpass West to Box 781 for 1.1 Mile	597	65.30	38954.10
Mezrie Bottoms Road CR 1005	From Box 781 West to HWY 27 for .6 Mile	373	65.00	24245.00

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Pendleton County Fiscal Court-Resurfacing Various Roads-April 9, 2013

Name of Road	Location of Road	Quality Tons Surface Mix	Unit Cost Per Ton	Total Price
Bridges Drive CR 1343	From backend of road Northwest to Box 410 for .3 mile	225	76.00	17100.00
Gumlick Road CR 1216	From HWY 230 West for 1 mile to bridge	700	65.70	45990.00
Crowley Road CR 1328	From Kidwell Road West to end for .5 Miles	305	67.00	20435.00
Trandler Road CR 1065	From Lenoxburg Road Southwest to end for 1.26 Miles	1093	60.25	70275.25
Wright Road CR 1337	From HWY 27 West to original County road for .08 Mile	150	81.50	12225.00
Wright Road CR 1337	From backend of Road East for .7 Mile	920	66.50	61170.00
Gibson Creek CR 1045	From HWY 609 to end of road for .33 Mile	152	90.00	13680.00
Norris Road CR 1041	From HWY 159 to end of road for .88 Mile	490	66.30	32487.00

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Pendleton County Fiscal Court-Resurfacing Various Roads-April 9, 2013

Name of Road	Location of Road	Quality Tons Surface Mix	Unit Cost Per Ton	Total Price
Milford Road CR 1110	From Brownings Corner South on Milford Road for 1.2 Miles	835	75.00	62625.00
McNay Road CR 1236	From Box 1084 Northwest to Fishing Creek for 1.1 Mile	655	64.25	42083.75
Middleton CR 1209	From East Fairview to end of road for .72 Mile	450	66.00	29700.00
Ravenscraft Road CR 1341	From back end of road to Box 350 for .4 Mile	240	81.00	19440.00
				106048.75

*Brian Hamilton*

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PENDLETON COUNTY FISCAL COURT  
PENDLETON COUNTY ROAD DEPARTMENT  
INVITATION TO BID

To be opened: Friday, April 19, 2013 10:00 AM  
Date issued: Tuesday, April 2, 2013  
COMMODITY: RESURFACING OF VARIOUS COUNTY ROADS  
For information call: Henry Bertram, County Judge --- 859-654-4321  
Bidders Name: Phillip Crump, Vice-Pres.  
Signature: *Phillip Crump, vice-pres*  
Firm/Company: M.A.G. Construction Co.

IMPORTANT INSTRUCTIONS TO BIDDERS

- Each bid should be in a SEPARATE ENVELOPE and have typed on the envelope invitation number, opening date and time, Pendleton County Fiscal Court will not be responsible for any premature opening or failure to open a bid not properly addressed or identified as stated above.
- Bids must be received in the office of the County Judge/Executive, 233 Main Street, Falmouth, Kentucky 41040, in a sealed envelope no later than 10:00 AM Friday, April 19, at which time all received bids will be opened and read publicly in the Fiscal Court Chambers of the Old Pendleton County Courthouse.
- All materials, equipment, construction procedures and any or all regulations that would pertain to a similar project let to contract by the Department of Transportation, Bureau of Highway or State of Kentucky shall apply to this project.
- All equipment (distributor, road broom, grader, rollers and self propelled paver) shall meet the current specifications and be approved for similar projects let to contract by the Kentucky Department of Transportation and Bureau of Highways.
- All cost of preparation (sweeping, cleaning, grading, etc.) shall be incidental to the cost of the mix laid.
- The bituminous base and surface mix shall be bituminous concrete base and surface according to Section 402 and 403 of the 2012 Edition of the Kentucky Standard Specifications for Road and Bridge Construction.
- Bituminous tack coat shall be as per Section 406 of the 2012 Edition of the Kentucky Standard Specifications for Road and Bridge Construction.
- Bituminous concrete surface and base estimate based on per road calculated from specified depth of 1.75 inches laid, rolled to 1.50 inches.
- Either 110 limestone or gravel may be used as the coarse aggregate in all Bituminous mixes.
- The bituminous material for the mix shall be either AC 10 or AC 20.
- Minimum asphalt content for asphalt base mix shall be 4.8% and for asphalt Surface mix 5.8%.
- Patching and or leveling material shall be either bituminous concrete base or surface as directed by the County Engineer.
- Patching and or leveling materials shall be applied with either a patrol grader or paver as directed by the County Engineer.
- Surfacing contractor will not be required to alter in any way storm and or sanitary sewer covers that may present at time of resurfacing.
- Quotations must be submitted on this form indicating unit price for each item bid. If applicable, total extension and a grand total bid shall be submitted.
- It shall be the responsibility of the Contractor to include the paving of field entrances, road approaches, etc, and perform any other duties as directed by the County.
- The Contractors Certified Technician shall furnish the County a report covering Asphalt content and gradation for all mixes laid. This report shall be furnished along with normal billing documents unless requested otherwise.
- The County reserves the right to accept or reject any and/or all bids and to waive irregularities and to negotiate with the best qualified bidder if they deem it to be the best interest of the County to do so.

20. Bids may be rejected unless filled out in ink or typewritten and signed in ink by a proper agent of the firm.
21. Bidders are invited to attend a public bid opening.
22. Do not add or include Kentucky Sales & Use Tax. (County is exempt)
23. Contractor shall be on the Department of Transportation, Bureau of Highways Approved and prequalified bidders list.
24. Each bid must be accompanied by a bid bond payable to the owner for (5%) FIVE PERCENT of the grand total of the bid. The bid bond of the successful bidder will be retained until the performance bond has been executed and approved, after which it will be returned. A certified check may be used in lieu of a bid bond.
25. The successful bidder will be required to post a performance bond in the amount of (100%) ONE HUNDRED PERCENT of the bid. Contractor is responsible for all permits, licenses, insurance and incidentals.
26. The bidder shall comply with all applicable Federal, State and Local laws.
27. The successful bidder shall commence substantial work on the project within thirty (30) days of the acceptance of the bid by the County, and the project shall be completed by August 15, 2013. This provision shall be binding on the successful bidder unless waived in writing by the County.
28. In the event the successful bidder fails to commence substantial work on the project within thirty (30) days and the County does not waive this requirement, the County shall have the option to reject the bid and to void the contract, and in such event to either accept the next lowest and best bidder or to negotiate with the best qualified bidder.
29. In the event the successful bidder fails to complete the project by August 15, 2013 and the County has not waived this requirement in writing, the County shall receive from the bidder (or withhold from the bidder, at its option) liquidated damages of \$20,000 per calendar day.
30. All the terms and conditions of these instructions to bidders and the specifications for this project shall constitute, the part of, and incorporate into, the contract between the County and the successful bidder.
31. All work outlined in these specifications are subject to county funding.

**AUTHENTICATION OF BID AND AFFIDAVIT OF NON COLLUSION AND NON CONFLICT OF INTEREST**  
 I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 432.170: That I am the bidder (if the bidder is an individual, a partner (if the bidder is a partnership) or an officer or employee of the bidding corporation) having authority to sign on its behalf (if the bidder is a corporation);  
 That the attached bid or bids covering Pendleton County Road Department, has been prepared at by the bidder independently and have been submitted without collusion, with, and without any agreement, understanding or planned course of action with any other vendor or materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;  
 That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety as any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;  
 That the bidder is legally entitled to enter into the contracts with the Pendleton County Fiscal Court and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.290, 16.052, 61.025 and 42.990; and  
 (Applicable to corporations only) That as a foreign corporation, we are registered with the Secretary of State, Commonwealth of Kentucky, and authorized to do business in the State of Kentucky, or, that as a domestic corporation, we are in good standing with the Secretary of State, Commonwealth of Kentucky. (Check the statement that applies.)  
 That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

**NOTICE**

Any agreement of collusion among bidders or prospective bidders which restrains, tend to restrain, or is reasonably calculated to restrain, competition by agreement to bid at a fixed price, or to refrain from bidding or otherwise, is prohibited. The provision of, KRS 266.080 and 266.080 which permit the regulation of resale price by contract do not apply to sales to the State, no sales to Local Governments.  
 Any person who violates any provisions of Kentucky Revised Statute 42.076 shall be guilty of a felony and be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, Corporation or association which violates any of the provision of KRS 42.076 shall, upon conviction, be fined not less than ten thousand dollars nor more than twenty thousand dollars.

Grand Total:

We submit the price and agree to commence work in 30 days after receipt of order. This offer is for 30 calendar days and is from the date this bid is opened.  
 In submitting this bid, it is expressly agreed that upon proper acceptance by the Pendleton County Fiscal Court of any or all items bid above, a contract shall hereby be created with respect to the items accepted.  
 Signed by Michael Thompson, Director Date April 19, 2013  
 Firm/Company Public Construction Co  
 Address 10 Kings Hill  
Bardonia, TN 37015

**Pendleton County Fiscal Court-Resurfacing Various Roads-April 9, 2013**

Name of Road	Location of Road	Quality Tons Surface Mix	Unit Cost Per Ton	Total Price
Straight Shoot Road CR 1203	From Bridge #C00034 East For a Distance of 2.3 Miles	1,670	\$50.02	\$83,533. <sup>40</sup>
Lenoxburg Road CR 1064	From 2.4 Miles Southwest of Buckeye Hills Extending Northeast For 2.40 Miles	1,859	\$50.47	\$93,823. <sup>73</sup>
Straub Lane CR 1314	From HWY 467 Extending Westerly to end of County Maintenance for 0.75 Miles	338	\$50.30	\$17,001. <sup>40</sup>
Bethel Bypass CR 1345	From US 27 Extending Westerly to KY 17 for 0.13 Miles	56	\$49.47	\$2,770. <sup>32</sup>
Mathis Lane CR 1323	From 0.304 Miles Southeast of HWY 17 extending Southeast to End Of County Maintenance for 0.83 Miles	382	\$49.76	\$19,012. <sup>14</sup>
Mount Carmel CR 1212	From Hog Ridge Road Northeast for .454 miles	242	\$51.09	\$12,363. <sup>78</sup>
Hogg Ridge CR 1205	From Box 12680 Northeast For 1 mile	702	\$51.09	\$35,865. <sup>18</sup>

Pendleton County Fiscal Court-Resurfacing Various Roads-April 9, 2013

<u>Name of Road</u>	<u>Location of Road</u>	<u>Quality Tons Surface Mix</u>	<u>Unit Cost Per Ton</u>	<u>Total Price</u>
Mays Road CR 1029	From HWY 10 Southeast to end for .85 Miles	<u>453</u>	<u>\$ 49.83</u>	<u>\$ 22,572.<sup>99</sup></u>
Veirs Road CR 1023	From HWY 10 Southwest to End for .9 Mile	<u>523</u>	<u>\$ 50.19</u>	<u>\$ 26,249.<sup>37</sup></u>
H. Veirs Road CR 1018	From HWY Look Road South To end .25 Mile	<u>127</u>	<u>\$ 49.70</u>	<u>\$ 6,311.<sup>90</sup></u>
Lenoxburg CR 1064	From Box 4100 Lenoxburg to Sharp Road for .96 Mile	<u>697</u>	<u>\$ 50.34</u>	<u>\$ 35,096.<sup>98</sup></u>
New Zion CR1067	From Lenoxburg East to Box 6500 for .9 Mile	<u>566</u>	<u>\$ 50.05</u>	<u>\$ 28,328.<sup>30</sup></u>
Oak Hill CR 1104	From Lenoxburg Road East to HWY 22 for 1.5 Miles	<u>980</u>	<u>\$ 50.05</u>	<u>\$ 49,049.<sup>00</sup></u>
Menzie Bottoms Road CR 1005	From Underpass West to Box 781 for 1. Mile	<u>653</u>	<u>\$ 49.42</u>	<u>\$ 32,271.<sup>26</sup></u>
Menzie Bottoms Road CR 1005	From Box 781 West to HWY 27 for .6 Mile	<u>392</u>	<u>\$ 49.42</u>	<u>\$ 19,372.<sup>44</sup></u>

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Pendleton County Fiscal Court-Resurfacing Various Roads-April 9, 2013

<u>Name of Road</u>	<u>Location of Road</u>	<u>Quality Tons Surface Mix</u>	<u>Unit Cost Per Ton</u>	<u>Total Price</u>
Bridges Drive CR 1343	From backend of road Northwest to Box 410 for .3 mile	<u>247</u>	<u>\$ 49.77</u>	<u>\$ 12,293.<sup>19</sup></u>
Gumlick Road CR 1216	From HWY 330 West for 1 mile to bridge	<u>678</u>	<u>\$ 50.97</u>	<u>\$ 34,557.<sup>66</sup></u>
Crowley Road CR 1328	From Kidwell Road West to end for .6 Miles	<u>276</u>	<u>\$ 49.45</u>	<u>\$ 13,648.<sup>20</sup></u>
Trankler Road CR 1065	From Lenoxburg Road Southwest to end for 1.96 Miles	<u>1044</u>	<u>\$ 50.13</u>	<u>\$ 52,335.<sup>72</sup></u>
Wright Road CR 1337	From HWY 27 West to original County road for .08 Mile	<u>124</u>	<u>\$ 49.41</u>	<u>\$ 6,126.<sup>84</sup></u>
Wright Road CR 1337	From backend of Road East for .7 Mile	<u>424</u>	<u>\$ 49.42</u>	<u>\$ 20,954.<sup>08</sup></u>
Gibson Creek CR 1045	From HWY 609 to end of road for .33 Mile	<u>120</u>	<u>\$ 49.10</u>	<u>\$ 5,892.<sup>00</sup></u>
Norris Road CR 1041	From HWY 159 to end of road for .88 Mile	<u>469</u>	<u>\$ 49.42</u>	<u>\$ 23,177.<sup>98</sup></u>

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Pendleton County Fiscal Court-Resurfacing Various Roads-April 9, 2013

<u>Name of Road</u>	<u>Location of Road</u>	<u>Quality Tons Surface Mix</u>	<u>Unit Cost Per Ton</u>	<u>Total Price</u>
Milford Road CR 1110	From Brownings Corner South on Millford Road for 1.2 Miles	<u>754</u>	<u>\$ 51.52</u>	<u>\$ 38,846.<sup>08</sup></u>
McNay Road CR 1236	From Box 1084 Northwest to Fishing Creek for 1.1 Mile	<u>612</u>	<u>\$ 50.22</u>	<u>\$ 30,734.<sup>08</sup></u>
Middleton CR 1209	From East Fairview to end of road for .72 Mile	<u>348</u>	<u>\$ 51.31</u>	<u>\$ 17,855.<sup>08</sup></u>
Ravenscraft Road CR 1341	From backend of road to Box 350 for .4 Mile	<u>194</u>	<u>\$ 50.07</u>	<u>\$ 9,713.<sup>58</sup></u>

Dollars  $\rightarrow$  \$749,748.<sup>24</sup>

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NAME OF ROAD	TONS - EATON	UNIT COST	TOTAL	TONS - MAGO	UNIT COST	TOTAL
Straight Shoot Road	1795	\$ 60.75	\$ 109,046.25	1670	\$ 50.02	\$ 83,533.40
Lenoxburg Road	2095	\$ 60.25	\$ 126,233.75	1859	\$ 50.47	\$ 93,823.73
Straub lane	418	\$ 67.00	\$ 28,006.00	338	\$ 50.30	\$ 17,001.40
Bethel Bypass	75	\$ 110.00	\$ 8,250.00	56	\$ 49.47	\$ 2,770.32
Mathis Lane	535	\$ 64.00	\$ 34,240.00	382	\$ 49.76	\$ 19,012.14
Mount Carmel	290	\$ 70.00	\$ 20,300.00	242	\$ 51.09	\$ 12,363.78
Hogg Ridge	750	\$ 67.00	\$ 50,250.00	702	\$ 51.09	\$ 35,865.18
Mays Road	474	\$ 67.40	\$ 31,947.60	453	\$ 49.83	\$ 22,572.99
Veirs Road	520	\$ 63.00	\$ 32,760.00	523	\$ 50.19	\$ 26,249.37
H. Veirs Road	133	\$ 100.00	\$ 13,300.00	127	\$ 49.70	\$ 6,311.90
Lenoxburg Road	750	\$ 62.00	\$ 46,500.00	697	\$ 50.34	\$ 35,086.98
New Zion	645	\$ 66.25	\$ 42,731.25	566	\$ 50.05	\$ 28,328.30
Oak Hill	556	\$ 63.00	\$ 35,028.00	580	\$ 50.08	\$ 29,049.00
Menzie Bottoms Rd	597	\$ 65.30	\$ 38,984.10	653	\$ 49.42	\$ 32,271.26
Menzie Bottoms Rd	373	\$ 65.00	\$ 24,245.00	392	\$ 49.42	\$ 19,372.64
Bridges Dr.	225	\$ 76.00	\$ 17,100.00	247	\$ 49.77	\$ 12,293.19
Gumlick Rd	700	\$ 65.70	\$ 45,990.00	678	\$ 50.97	\$ 34,557.66
Crowley Rd.	305	\$ 67.00	\$ 20,435.00	276	\$ 49.45	\$ 13,648.20
Trankler Rd	1093	\$ 64.25	\$ 70,225.25	1044	\$ 50.13	\$ 52,335.72
Wright Rd	150	\$ 81.50	\$ 12,225.00	124	\$ 49.41	\$ 6,126.84
Wright Rd	420	\$ 66.50	\$ 27,930.00	424	\$ 49.42	\$ 20,954.08
Gibson Creek	152	\$ 90.00	\$ 13,680.00	120	\$ 49.10	\$ 5,892.00
Norris Rd	490	\$ 66.30	\$ 32,487.00	469	\$ 49.42	\$ 23,177.98
Milford Rd	835	\$ 75.00	\$ 62,625.00	754	\$ 51.52	\$ 38,846.08
McNay Rd	655	\$ 64.25	\$ 42,083.75	612	\$ 50.22	\$ 30,734.64
Middleton	450	\$ 66.00	\$ 29,700.00	348	\$ 51.31	\$ 17,855.88
Ravenscraft	240	\$ 81.00	\$ 19,440.00	194	\$ 50.07	\$ 9,713.58
	16121		\$ 1,060,942.95	14930		\$ 749,748.24

----- Original Message -----

From: Jim Antrobus

To: Vicky King

Sent: Tuesday, April 23, 2013 11:42 AM

Subject: 2013 BLKTP

300,000.00-blktp \$  
200,000.00-LGEA \$  
230,000.00-FD39 \$  
200,000.00-April \$  
113,000.00-Flex \$

\$1,043,000.00

Each Magistrate gets \$ 232,500.00

David gets the flex \$ 113,000.00

Bobby

Straight Shoot 83,533.40

Mt. Carmel 12,363.78

Hogg Ridge 35,865.18

Gumlick Rd. 34,557.66

McNay Rd. 30,734.64

197,054.66---35,445.34 left

Alan

Straub Rd. 17,001.40

Bethel By Pass 2,770.32

Mathis Lane 19,012.14

Menzie Bottom Rd. 32,271.26

Menzie Bottom Rd. 19,372.64

Bridges Rd. 12,293.19

Crowley Rd. 13,648.20

Wright Rd. 6,126.84

Wright Rd. 20,954.08

Middleton Rd. 17,855.88

Ravenscraft Rd. 9,713.58

171,019.53---61,480.47 left

David

Lennoxburg Rd. 46,911.87

Lennoxburg Rd. 17,543.49

New Zion Rd. 28,328.30

Oak Hill Rd. 49,049.00

Trankler Rd. 52,335.72

Milford Rd. 38,846.08

233,014.46-- -514.46 + 113,000.00=112,485.54

Gary

Lennoxburg Rd. 46,911.87

Lennoxburg Rd. 17,543.50

Mays Road 22,572.99

Veirs Road 26,249.37

H. Veirs Rd. 6,311.90

Gibson Creek Rd. 5,892.00

Norris Rd. 23,177.98

148,659.61---83,840.39 left

Tim Antrobus

Pendleton County Road Supervisor

**In Re: Recreation Contract 2013-14 and Stipend List for Sports Programs**

Judge Bertram presented the 2013-14 Recreation Contract to the court whereby Squire Whaley made a motion, seconded by Squire Fogle to approve the contract as presented, motion carried.

**COOPERATIVE AGREEMENT**

**Between the**

**PENDLETON COUNTY RECREATION COMMISSION**

**And The**

**PENDLETON COUNTY BOARD OF EDUCATION**

**And The**

**CITY OF FALMOUTH**

**And The**

**PENDLETON COUNTY FISCAL COURT**

THIS AGREEMENT is made and entered into this day \_\_\_\_\_ by and between the

Pendleton County Recreation Commission, 2359 Hwy 27 N, Falmouth, Kentucky, 41040 (hereinto referred to as the Commission);

And the Pendleton County Board of Education, 2525 Hwy. 27 N, Falmouth, Kentucky 41040 (hereinto referred to as the Board);

And the City of Falmouth, 230 Main Street, Falmouth, Kentucky 41040 (hereinto referred to as the City);

And the Pendleton County Fiscal Court, 233 Main Street, Room #4, Falmouth, Kentucky 41040 (hereinto referred to as the Fiscal Court).

In consideration of the mutual promises, agreements, and undertakings hereinafter set forth, it is hereby agreed as follows:

**The Commission will:**

- 1.) Provide recreation programs for the students enrolled in the Pendleton County Schools, residents of City of Falmouth, & all Pendleton County youth to include but not limited to youth soccer, youth basketball, youth cheerleading, youth softball, and youth baseball. Reasonable fees may be charged by the Commission for the participation in these and other programs.
- 2.) Provide coordination and supervision for the scheduling of activities upon and in Board of Education facilities.
- 3.) Work with the school staff in relation to the upkeep of the aforesaid facilities.
- 4.) Will assume the responsibility of the Griffin Fitness Center for a minimum of 15 hours per week (a minimum of 10 per week will be devoted to open use of the facility by membership paying a fee to the Commission for their use. No more than 5 hours per week will be scheduled for planned restrictive programs.
- 5.) Plan restrictive fitness programs. (i.e. adults, youth, women, weight reduction or senior citizens).
- 6.) Advertise, promote, and recruit membership for the Fitness Center.
- 7.) Provide partial salary for the position of groundskeeper at the Pendleton Athletic Park paid to Pendleton County Schools. (Not to exceed \$8500 for the FY 2013-14)
- 8.) Provide salary for an additional hour per day for the AD clerical assistant position paid to Pendleton County Schools. (Not to exceed \$550 for FY 2013-14)
- 9.) Provide the cost associated with trash collection at the Pendleton County Athletic Park. Vendor to be determined by Pendleton County Schools.

**The Board will:**

- 1.) Provide for the position of Recreation Director/District Athletic Director (FY 2013-2014).
- 2.) Provide financial accounting for funds paid to district on behalf of the Recreation Program.
- 3.) Provide the use of the Griffin Fitness Center daily between the hours of 5:00 p.m. and 9:00 p.m. Monday through Friday evenings,

- 4.) Provide room #508 in Pendleton Count High School exclusive use of the Commission as an office.
- 5.) Provide school facilities for the use of the Commission to provide programs on a mutually agreed upon schedule.
- 6.) Provide partial salary for the position of groundskeeper at the Pendleton Athletic Park in the amount not to exceed \$15,500 for the FY 2013-2014. The groundskeeper salary will be based upon yearly increases given by the Pendleton Co. Board of Education.
- 7.) Establish the fee structure for the use of the Fitness Center
- 8.) Collect, manage, receipt, and invoice for the Fitness Center.
- 9.) Provide 1/3 of any major (above allocated budget) maintenance and/or repair cost and 1/3 of major purchases (above allocated budget). Each and every expenditure over \$300.00 **MUST** have board approval.

**The City will:**

- 1.) Provide funding to the Pendleton County Recreation Commission to be used for student related programs and services. (\$8,000 for the FY 2013-2014)
- 2.) Provide electricity to the Pendleton County Athletic Park (only) at the city's cost per kilowatt to be paid by the Pendleton County Fiscal Court.
- 3.) Provide 1/3 of any major (above allocated budget) maintenance and/or repair cost and 1/3 of major purchases (above allocated budget). Each and every expenditure over \$300.00 **Must** have council approval.

**The Fiscal Court will:**

- 10.) Provide the funding for stipends related to management and operations of county recreation programs in the amount of (Amount not to exceed \$18,100 for the FY 2013-14).
- 11.) From time to time, provide the use of county equipment to build, maintain, and repair recreation facilities used by the Commission.
- 12.) Reimburse the City of Falmouth for the usage of electric at the Pendleton Athletic Park.
- 13.) Reimburse the Pendleton County Water District for the usage of water at the Pendleton Athletic Park.
- 14.) Provide partial salary for the position of groundskeeper at the Pendleton Athletic Park. (Not to exceed \$4,600 for the FY 2013-14)
- 15.) Provide ½ of the salary for part-time secretary to operate the fitness center and to assist the Director of Athletics in county recreation operations as well as park scheduling (Not to exceed \$12,154 for the FY 2013-14).
- 16.) Provide (\$20,000 for the FY 2013-14) for maintenance and projects at the athletic park complex.

Pendleton Co. Recreation Commission	Date	Pendleton Co. Board of Education	Date
Pendleton Co. Fiscal Court	Date	City of Falmouth	Date

**Pendleton Recreation 2013-14 Youth Director Stipend Schedule**

Fiscal Court Donation to Youth Director Stipends		\$18,100
Youth Football	\$2,585.71	
Youth Soccer	\$2,585.71	
HS/Girls Youth Basketball	\$2,585.71	
MS/Boys Youth Basketball	\$2,585.71	
Cheerleading	\$2,585.71	
Baseball	\$2,585.71	
Softball	<u>\$2,585.71</u>	
Total		\$18,099.97

**In Re: List of Maintenance Projects and Bids for Athletic Park**

Squire Fogle made a motion to approve the bid from David Ritchie for General Maintenance of Grounds, seconded by Squire Veirs, motion carried.

Discussion was held regarding the Football Fence, this issue was tabled until a later date.

Squire Veirs made a motion to approve Mills Fencing bid for the Fence for the Softball/Baseball fields, Squire Whaley seconded the motion, motion carried.

Squire Whaley made a motion to approve restoration of Football goal posts, seconded by Squire Fogle, motion carried.

Squire Fogle made a motion to approve the restoration of Soccer Goal Posts, seconded by Squire Fields, motion carried.

Squire Fields made a motion to approve purchase of lights for the tennis courts, seconded by Squire Veirs, motion carried.

Squire Fields made a motion to approve the purchase of a steel drag mat for general grooming and maintenance of athletic fields, seconded by Squire Whaley, motion carried.



Two things:

- 1) Please add the following to the bid list. Came up on Friday that our drag used to prepare the baseball/softball fields for the games is very old and is worn out and does not prepare the field properly. Our work time to prepare fields is increased significantly without having the proper equipment. Thought since we had some padding in the fiscal court bid and it is being used to prepare the fields for youth baseball/softball and church league softball games, the use of these funds would be appropriate

**All-Steel 6' x 6' Drag Mat**

DMAT6X

Overview

Our workhorse, all-steel drag mat comes complete with drag bar and rope. Perfect for general grooming and maintenance. 6'W x 6'L. \$319.99 ea

- 2) To help sell the fence, I have asked for a bid for a 5 foot high fence instead of the 6 foot high fence.

No virus found in this message.

Checked by AVG - [www.avg.com](http://www.avg.com)

Version: 2013.0.2904 / Virus Database: 3162/6248 - Release Date: 04/16/13

**In Re: First Reading of County Budget for 2013-14**

Judge Bertram presented and read in summary form the county budget for fiscal year 2014.

**Budget of Pendleton County Fiscal Court**  
*Summary Analysis Of Appropriations*  
*Fiscal Year 2013-2014*

Category	Purpose	Budget Appropriation	%Fund Budget
<b>General Fund</b>			
.5000	GENERAL GOVERNMENT	901,127.00	21.32%
5100	PROTECTION TO PERSONS AND PROPERTY	251,875.00	5.93%
5200	GENERAL HEALTH AND SANITATION	1,016,750.00	23.94%
5300	SOCIAL SERVICES	38,500.00	.91%
5400	RECREATION AND CULTURE	74,400.00	1.75%
6200	AIRPORTS	6,000.00	.14%
7700	LEASES	8,920.00	.21%
8000	CAPITAL PROJECTS	800.00	.02%
9100	GENERAL SERVICES	223,310.00	5.28%
9200	CONTINGENT APPROPRIATIONS	1,211,678.00	28.53%
9400	FRINGE BENEFITS- EMPLOYERS SHARE	512,963.00	12.08%
<b>Total General Fund</b>		<b>4,246,324.00</b>	
<b>Road Fund</b>			
6100	ROADS	2,093,992.00	89.98%
7700	LEASES	18,400.00	.79%
8000	CAPITAL PROJECTS	12,200.00	.52%
9100	GENERAL SERVICES	1,150.00	.05%
9400	FRINGE BENEFITS- EMPLOYERS SHARE	201,500.00	8.66%
<b>Total Road Fund</b>		<b>2,327,242.00</b>	
<b>Jail Fund</b>			
5100	PROTECTION TO PERSONS AND PROPERTY	479,650.00	87.32%
9100	GENERAL SERVICES	3,950.00	.72%
9200	CONTINGENT APPROPRIATIONS	25,000.00	4.55%
9400	FRINGE BENEFITS- EMPLOYERS SHARE	40,712.00	7.41%
<b>Total Jail Fund</b>		<b>549,312.00</b>	

**Budget of Pendleton County Fiscal Court**  
**Summary Analysis Of Appropriations**  
*Fiscal Year 2013-2014*

Category	Purpose	Budget Appropriation	%Fund Budget
<b>Local Government Economic Assistance Fund</b>			
5000	GENERAL GOVERNMENT	25,000.00	1.45%
5100	PROTECTION TO PERSONS AND PROPERTY	416,345.00	24.08%
5300	SOCIAL SERVICES	2,000.00	.12%
6100	ROADS	200,000.00	11.67%
8000	CAPITAL PROJECTS	510,000.00	29.50%
9100	GENERAL SERVICES	0.00	.00%
9200	CONTINGENT APPROPRIATIONS	584,773.00	32.67%
9400	FRINGE BENEFITS- EMPLOYERS SHARE	10,700.00	.62%
<b>Total L.G.E.A. Fund</b>		<b>1,728,818.00</b>	
<b>Federal Grants</b>			
5000	GENERAL GOVERNMENT	0.00	.00%
5200	GENERAL HEALTH AND SANITATION	0.00	.00%
5400	RECREATION AND CULTURE	10,000.00	100.00%
9100	GENERAL SERVICES	0.00	.00%
<b>Total C.D.B.G. Fund</b>		<b>10,000.00</b>	
<b>911 Fund</b>			
5100	PROTECTION TO PERSONS AND PROPERTY	312,950.00	69.65%
9100	GENERAL SERVICES	100.00	.02%
9200	CONTINGENT APPROPRIATIONS	20,000.00	4.45%
9400	FRINGE BENEFITS- EMPLOYERS SHARE	116,300.00	25.88%
<b>Total 911 Fund Fund</b>		<b>449,350.00</b>	
<b>HRA CONTRIBUTIONS FUND</b>			
9400	FRINGE BENEFITS- EMPLOYERS SHARE	98,300.00	100.00%
<b>Total HRA Fund</b>		<b>98,300.00</b>	

Page No. 2

**Budget of Pendleton County Fiscal Court**  
**Summary Analysis Of Appropriations**  
*Fiscal Year 2013-2014*

Category	Purpose	Budget Appropriation	%Fund Budget
<b>Mental Health Fund</b>			
5200	GENERAL HEALTH AND SANITATION	282,250.00	100.00%
<b>Total M/H Fund Fund</b>		<b>282,250.00</b>	
<b>Educational Fund</b>			
5200	GENERAL HEALTH AND SANITATION	24,330.00	100.00%
<b>Total Education Fund</b>		<b>24,330.00</b>	
<b>TOTAL BUDGETED APPROPRIATIONS</b>			
	Total General Fund	4,246,324.00	43.70%
	Total Road Fund	2,327,242.00	23.95%
	Total Jail Fund	549,312.00	5.65%
	Total L.G.E.A. Fund	1,728,818.00	17.79%
	Total C.D.B.G. Fund	10,000.00	0.10%
	Total 911 Fund Fund	449,350.00	4.62%
	Total HRA Fund	98,300.00	1.01%
	Total M/H Fund Fund	282,250.00	2.91%
	Total Education Fund	24,330.00	0.25%
	<b>Grand Total All Funds</b>	<b>9,715,926.00</b>	<b>100.0%</b>

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The fiscal year 2014 standing orders were presented to the court, whereby Squire Whaley made a motion, seconded by Squire Veirs that the orders be approved as presented, motion carried.

**ANNUAL STANDING ORDER TO PRE-APPROVE CERTAIN RECURRING EXPENSES**

Pursuant to KRS 68.275(3), "The fiscal court may adopt an order, to pre-approve the payment of monthly payroll and utility expenses. No other expenses shall be pre-approved pursuant to this subsection without the written consent of the State Local Finance Officer...". The Fiscal Court of Pendleton County in accordance with state law hereby orders recurring expenses for Payroll and Utilities be paid when due.

The fiscal court of Pendleton County further orders upon the written consent of the State Local Finance Officer the following expenses be paid when due:

Account Number	Description
9400-205	Employee Health-Life Insurance
01-5065-192	Election Officers Salary
01-5065-193	Election Commissioners Salary
01-5065-194	Election Tabulators
01-5010-199	County Clerk Fees
0795220-743	CBDC Projects

It is hereby acknowledged the above standing orders shall expire after July 1 of each fiscal year and no more payments designated in the standing order shall be pre-approved unless a new order is adopted by the fiscal court of Pendleton County according to the provisions of KRS 68.275(3).

Motion made by: \_\_\_\_\_  
 Seconded by: \_\_\_\_\_

Vote \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_  
 County Judge Executive

Approved: \_\_\_\_\_ Date \_\_\_\_\_  
 State Local Finance Officer

**In Re: Budget and Mapping contract with NKAPC for 2013-2014**

Judge Bertram presented the court with a copy of the contract between the county and Northern Kentucky Area Planning Commission, Squire Fogle made a motion to approve the contract as presented, seconded by Squire Veirs, motion carried.

<b>LINK-GIS / Pendleton County</b>			
Proposed FY14 Budget			
<b>Projected Revenue</b>		<b>Projected Expenditures</b>	
Pendleton County Fiscal Court	\$ 10,000	Plat Review and Support	\$ 700
Business Clients	\$ 1,000	Technical Support	\$ 500
<b>TOTAL</b>	<b>\$ 11,000</b>	Addressing	\$ 2,200
		New Road Centerlines	\$ 1,500
		Data Maintenance	\$ 1,600
		Emergency Management	\$ 1,300
		Data Sales and Distribution	\$ 1,500
		Floodplain	\$ 1,300
		Miscellaneous	\$ 700
		<b>TOTAL</b>	<b>\$ 11,300</b>

**CONTRACT FOR SERVICES**

This Contract is made and executed this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the PENDLETON COUNTY FISCAL COURT (hereinafter "County") and the NORTHERN KENTUCKY AREA PLANNING COMMISSION (hereinafter "Contractor").

1. **SERVICES:** The Contractor shall perform professional and technical services outlined in Appendix A (Services Program) to this Contract.
2. **TERMS:** The services of the Contractor shall commence on July 1, 2013 and be performed continuously until the Services Program (Appendix A) has been completed or until terminated by either party. All terms of this Contract shall remain in full force and effect unless and until either party hereto gives thirty (30) days written notice to the other party of its intent to terminate this Contract, in which event this Contract will terminate, after the said thirty (30) day period, or unless and until either party desires to change the terms of the Contract and such changes are agreed upon by a properly-executed revision per Section 8.
3. **COMPENSATION:** The amount of compensation to be paid by the County to the Contractor for the services outlined in Appendix A shall be paid in accord with the terms and conditions set forth in Appendix B (Method of Payment) to this Contract. The Contractor shall keep an accounting of all charges against this Contract which shall be accessible to the County for review.
4. **PAYMENT:** Payment of the total amount of compensation determined in accord with Section 3 shall be made in accord with the terms and conditions set forth in Appendix B.
5. **DATA TO BE FURNISHED TO CONTRACTOR:** If the services to be performed by the Contractor are dependent upon the County's furnishing data and information to the Contractor, all information, data, reports, records, maps, and other graphic materials as are existing, available, and necessary for the carrying out of the work shall be furnished to the Contractor without charge by the County, and the County shall cooperate with the Contractor in every way possible.
6. **PERSONNEL:** The Contractor represents that it has, or will secure, at its own expense, all personnel required to perform the services required under this Contract. Such personnel shall not be deemed employees of, or have any contractual or agency relation with the County.
7. **EXTRAORDINARY LEGAL SERVICES:** Should the Contractor incur any extraordinary legal expenses not resulting from the negligence of the Contractor, the County shall reimburse the Contractor for said expenses which shall be subject to audit by the County as to their reasonableness.
8. **TERMINATION OR SUSPENSION OF CONTRACT:** In the event of termination, as provided for in Section 2, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, or other materials prepared by the Contractor and delivered to the County under this Contract shall, at the option of the County, become the County's property and the Contractor shall be entitled to receive just and equitable compensation for any work completed on such documents and other materials for which the Contractor has not already invoiced the County.
9. **LIABILITY / DAMAGES:** Notwithstanding Section 8, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor, and the County may withhold any payments to the Contractor for the purposes of setoff until such time as the exact amount of damage due to the County from the Contractor is determined.

Similarly, the County shall not be relieved of liability to the Contractor for damages sustained by the Contractor by virtue of any breach of contract by the County, and the Contractor may withhold any finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports, and/or other materials prepared by the Contractor for the purpose of setoff until such time as the exact amount of damages due the Contractor is determined.

10. **MEDIATION:** If a controversy or claim relating to this Contract arises between the parties, the parties shall attempt in good faith to settle the dispute by non-binding mediation as agreed to between them prior to instituting any further action. All mediation proceedings shall take place in Kenton County, Kentucky.
11. **WAIVERS OR REVISIONS:** To be valid, a waiver or revision of any portion of this Contract must be in writing from an authorized representative of the County and the Contractor.
12. **AUTHORITY:** The County and the Contractor warrant that they have taken all necessary steps specified by the Kentucky Revised Statutes to empower lawfully their representatives to execute this Contract and any revisions thereto.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their authorized officers as of the day and year written herein as the date of execution.

PENDLETON COUNTY FISCAL COURT

By: \_\_\_\_\_  
Henry Bertram, Judge/Executive

\_\_\_\_\_  
WITNESS

NORTHERN KENTUCKY AREA PLANNING COMMISSION

By: \_\_\_\_\_  
Dennis Gordon  
Executive Director, NKAPC

\_\_\_\_\_  
WITNESS

**APPENDIX A  
Services Program**

**Task 1: Plat Review and Support**

Use coordinate geometry (COGO) to convert final plats (parcels, centerline and edge of pavement) into digital format and convert to shapefile. Submit to Pendleton County PVA. Additional help with survey issues as needed.

Tasks	Projected Expenditures	Timeline	Cost
1	Plat Review and Support	7/01/13- 6/30/14	\$700

**Task 2: Technical Support**

Frontline GIS software helpdesk support; second line support for GIS products in an advisory capacity. Support any other technical issues as needed.

Tasks	Projected Expenditures	Timeline	Cost
2	Technical Support	7/01/13- 6/30/14	\$500

**Task 3: Addressing**

Assign addresses and enter them in the GIS within the five day turnaround period. Audit the address points layer in order to repair flagged problem areas by PVA.

Tasks	Projected Expenditures	Timeline	Cost
3	Addressing	7/01/13- 6/30/14	\$2,200

**Task 4: New Road Centerlines**

GPS new centerlines and populate the centerline with address ranges. Improve existing centerline cartography.

Tasks	Projected Expenditures	Timeline	Cost
4	New Road Centerlines	7/1/13- 6/30/14	\$1,500

**Task 5: Data Maintenance**

Perform maintenance on existing data sets that have been developed for emergency management and daily operations.

Tasks	Projected Expenditures	Timeline	Cost
5	Data Maintenance	7/1/13- 6/30/14	\$1,600

**Task 6: Emergency Management**

Works with the EM Director to define what the future needs are for EM in Pendleton Co. Provide map books for the Police, Fire and EMS services in Pendleton Co (to be updated with the addition of any new road). Provide support through establishing elevation data and Reverse 911 geocoding using MSAGs gained from Cincinnati Bell (update yearly).

Tasks	Projected Expenditures	Timeline	Cost
6	Emergency Management	7/1/13-6/30/14	\$1,300

**Task 7: Floodplain**

Work with KDOW and FEMA to create a web based solution using a Firmette as the final product.

Tasks	Projected Expenditures	Timeline	Cost
7	Floodplain	7/1/13-6/30/14	\$1,300

**Task 8: Miscellaneous**

Work with EMA to build mobile applications for Emergency management.

Tasks	Projected Expenditures	Timeline	Cost
8	Miscellaneous	7/1/13-6/30/14	\$700

**Task 9: Data Sales and Distribution**

Sell, collect, and distribute Pendleton County GIS data.

Tasks	Projected Expenditures	Timeline	Cost
9	Data Sales and Distribution	7/01/13-6/30/14	\$1,500
	<b>Total: Tasks assigned - 9</b>	<b>12 Months</b>	<b>\$11,300</b>

**APPENDIX B**  
**Method of Payment**

Upon acceptance of this contract and on July 1, 2013 or as soon as possible thereafter, County shall remit for payment to the Contractor the difference between \$10,000 and the amount held in reserves by the Contractor on June 30, 2014. The Contractor shall provide the County an

invoice identifying the aforementioned amount on or as soon as possible thereafter July 1, 2013. Such payment shall be for providing the services as outlines in Appendix A. Every year thereafter the County will be billed the difference between the reserves held by the Contractor and the amount of \$10,000. Such payment shall be made at beginning of the new fiscal year unless otherwise directed. Any GIS or other data revenue generated by the Contractor shall be kept in reserves for future contracted services. Should at any time during this contract, either party resolve to discontinue the contract as described in Section 2, all unencumbered funds shall be returned to the County.

**In Re: Budget and Mapping Contract with NKAPC for 2013-14**

Judge Bertram presented the Annual Report from Bill Mitchell to the court. This was informational only, no action taken,

THE

PENDLETON COUNTY COMMUNITY DEVELOPMENT OFFICE

2012

ANNUAL REPORT

*A report of activity presented to the Pendleton County Community*

JANUARY 1, 2012 TO DECEMBER 31, 2012

The Pendleton County Community Development Office is a collaborative partnership among the cities of Butler and Falmouth, the Pendleton County Fiscal Court, the East Pendleton County Water District, the Pendleton County Water District and the Northern Kentucky Area Development District. The purpose of this partnership is to provide the Pendleton County community with fulltime professional community and economic development planning staff to assist leadership in enhancing the quality of life for all Pendleton County residents.

In 2012, under the leadership of local elected officials, the partnership and that of the Northern Kentucky Area Development District, community development office staff concentrated efforts in the areas of overall community and economic development, federal and state grant procurement and management, urban renewal planning and strategic planning. Project activities ranged from education enhancement and workforce development, recreation development, emergency services infrastructure redevelopment, countywide water and sewer line construction and regional sewer system development to Brownfield and urban renewal planning and development, civic engagement and leadership development.

Areas of emphasis are comprised of two main components; Administrative Activities pertaining to office structure and staff support and Programmatic Activities pertaining to project development and administration.

**ADMINISTRATIVE ACTIVITIES:**

- **Vision 2015 Economic Development Competitiveness Working Group:** Representing Pendleton County as a member of this group. Meets monthly to discuss issues regarding workforce development, economic diversity, infrastructure improvement, industrial development and education reform which will make the Northern Kentucky region more economically competitive.
- **Gateway Community and Technical College:** Served as chair and lead staff to the Gateway Community and Technical College Focus Group planning committee.

- **Training:** Attended several state training programs to maintain certification as a planning project administrator. Additional trainings included community and economic development planning. Additionally, conducted training sessions with colleagues at NKADD regarding planning and grant procurement and administration.
  
- **Pendleton County Industrial Development Authority (PCIDA) Training:** Performed research and conducted several training sessions with PCIDA board of directors regarding administrative, organizational and scope of work options available to them following the retirement of their director.
  
- **Data Source:** Served as a clearinghouse for both data and general informational requests from local community leaders as well as from community and economic development interests outside the county.
  
- **Lake Williamstown:** Provided staff assistance to the Lake Williamstown Expansion Committee. Project has now concluded.
  
- 1.
  
- **Staffed Meetings:** Attended meetings of the Falmouth City Council, Pendleton County Fiscal Court, Pendleton County Water District, Butler City Council and the East Pendleton Water District as needed.
  
- **Board Service:** Served as board member of the Pendleton County Cooperative Extension Service, County Extension Council and as board member of the Extension Council Foundation.
  
- **Pendleton County League of Women Voters:** Worked with community leaders and residents to establish and promote the Pendleton County Chapter of the National League of Women Voters.

Project activities included the following:

- Foster support for the local chapter,
- Form the first board of directors,
- Recruit membership,
- Prepare the Pendleton County League by-laws and non-partisan policy,
- Coordinate the annual meeting of the Pendleton County League,
- Create budget and contribution protocols,
- Assist leadership with the development of programs to promote leadership and civic engagement.

#### PROGRAMMATIC ACTIVITIES:

- **East Pendleton Water District FY – 2013 Tank Rehabilitation Project:** Prepared and submitted a FY – 2012 Kentucky Infrastructure Authority (KIA) Fund B loan application to the Department for Local Government to fund the painting and rehabilitation of a water tank located on KY 159 in the district.

Project activities included the following:

- Assemble all relevant financial and engineering information,
- Prepare a detailed Fund B loan application,
- Assist with preparation of cash flow analysis,
- Negotiate terms of loan with KIA,
- Prepare all environmental and archeological supporting documentation leading to preparation of a Clearinghouse statement,
- Prepare the Clearinghouse comments,
- Prepare all supporting statements of assurances, loan documents, resolutions and other information necessary to secure a release of funds,
- Prepare the financial management file system,
- Prepare the construction management system.

**Total project cost is estimated at \$ 160,000. Project is funded and will bid in April of 2013.**

2.

- **Pendleton County Water District:** Assisted the water district with the procurement of engineers for future projects.

Project activities included the following:

- Develop Request for Qualifications (RFQ) packet,
- Develop Specific scoring criteria,
- Develop RFQ Bid Notice to go in newspapers and to the Small and Minority Business Office in the Economic Development Cabinet,
- Field phone calls from potential candidates,
- Collect all RFQs and meet with water district RFQ Committee to score all RFQs,
- Prepare minutes of the RFQ meeting.

**Pendleton County Water District chose an engineer and successfully negotiated for future services.**

- **Water Project Planning:** Submitted one additional KIA 2020 water project profile to the Northern Kentucky Area Development District for the development of future infrastructure improvements throughout the county.
- **Lake Williamstown Expansion Project:** Provided staff assistance to the Lake Williamstown Expansion Committee regarding the proposed expansion of Lake Williamstown from current 300 acres to 1,300 acres.

This project failed to proceed due to state and federal clean water regulatory changes promulgated in 2008. To understand the magnitude of this process and how it brought about the discontinuation of this project, the following activities are summarized as follows:

In spring of 2010, the Lake Williamstown Expansion Committee held several meetings with the Kentucky Division of Water (DOW) to inform them of the project in advance of finalizing a scope of work to complete a 404-construction permit for the U.S. Army Corp of Engineers. Through these discussions, the committee was informed that EPA had promulgated new clean water regulations in 2008 and that DOW had in turn interpreted these regulations to include the designation of various streams in the commonwealth as State Outstanding Resource Reference Reach Water Bodies. This designation meant that streams in the designation were to be protected as quality waters.

Because of this designation, the entire scope of the lake project would need to be revised because DOW determined that the main body of Greasy Creek would be included in this designation. Much of the concept of the project would no longer be permissible. For example, the new dam site, which was to be on the main Grassy Creek just east of the confluence of Grassy and Greasy Creek, would now need to be moved west up stream of the confluence closer to the existing Lake Williamstown dam. Further, the Greasy Creek leg would now not be allowed to be impounded, thus effectively reducing the size of the new lake expansion by 55 percent.

3.

Through subsequent extensive discussions with DOW it was determined that the committee would conduct a stream study to determine the quality of the water on Grassy Creek from the existing Lake Williamstown dam due east past the confluence of Grassy and Greasy Creek. This data would then be interpreted by DOW to determine what impact the placement of the proposed dam in various locations on Grassy Creek above the confluence would have on the quality of water on the Main Grassy Creek below the confluence. The stream study was conducted during 2011 and 2012. The results were presented to DOW in late spring of 2012.

Three separate meetings involving key leadership of Grant and Pendleton Counties ensued with DOW. At issue was to determine if DOW would allow the communities to place a dam on any part of Grassy Creek downstream of the current Lake Williamstown Dam. It became clear in these meetings

and discussion with DOW that regardless of the stream study or any other socio economic, cultural, political or financial reasoning, DOW would never allow the placement of a new dam on any part of either stream due east of Lake Williamstown. With this realization, political leadership of Grant and Pendleton Counties and the lake Williamstown Expansion Committee set about to dissolve the lake committee and turn all funds the committee had accumulated back to the city of Williamstown and Grant and Pendleton Counties in equal proportion to their contributions to the project.

Closeout included the following:

- Work with the lake attorney to prepare an interlocal termination agreement between the three jurisdictions,
- Record the agreement in each respective jurisdiction's office of the county court clerk,
- Work with the lake treasurer to finalize disbursement of funds to all three entities,
- Record all final payments and close the file.

**Project began in spring of 1999 and ended in summer of 2012.**

- **Pendleton County / Butler Joint FY – 2009 Northern Pendleton Regional Wastewater Treatment Facility Project:** Assisting Pendleton County and the leadership team, which includes fiscal court and city of Butler leaders, with planning, development and administration of a comprehensive sewer project in the northern portion of the county. Funding sources included a \$ 1,025,000 HB 608 grant from KIA.

During 2011, engineers developed a preliminary engineering report for the Division of Water and produced several associated cost estimates of possible construction scenarios. This original scope of work included the following:

#### 2011 Project Scope

- Extend sewer lines from KY 177 and U/S. 27 south to Boston,
- Rehabilitate the existing wastewater treatment plant or find a location to construct a new waste water treatment plant,
- Extend sewer on Short Lock Road from KY 177 to U.S. 27,
- Conduct Infiltration and inflow monitoring.

4.

In winter of 2011 / 2012, the leadership planning team concluded that this current project would not serve enough residents to cash flow. Thus, this project scope was revised by the leadership team to include the following:

#### Early Spring 2012 Project Scope

- Rehabilitate the existing wastewater treatment plant to include new drying beds, advanced filtration and disinfection and upgrade of the mechanical systems,
- Extend sewer on Short Lock Road from KY 177 to U.S. 27,
- Purchase new water meters for the city of Butler to better account for the use of water by residents,
- Purchase 2.5 acres behind the sewer plant for future development.

Project activities involved in revising this scope of work to meet the requirements of KIA included the following:

- Develop new detailed cost estimates for project activates,
- Develop a bid process to procure water meters,
- Revise the engineering contract to reflect the new revised scope of work,
- Conduct an initial assessment of environmental constraints,
- Revised the KIA Project Profile,
- Conducted new Clearinghouse review,
- Meet with Kentucky Heritage Council to address possible need for professional archeological review,
- Resubmit the project scope of work to KIA for review and approval.

Thus, during January of 2012, the engineers began final design for sewer on Short Lock Road, final design for the Butler treatment plant to accommodate drying beds, an archeological assessment on the drying beds site and associated environmental studies in the drying beds field.

In spring of 2012, there was a leadership change in the mayor's office in the city of Butler. Upon the change in administration, the judge and project administrator met with the mayor to review, among other things, the scope of work on the regional sewer project. At that time, the new mayor voiced concerns about the overall project, questioned its evolution and requested that changes be made to better accommodate the wishes of the new city administration. Specific issues were raised concerning the drying beds option, which had been recommended by previous city mayors. Further, the city maintained the Short Lock Road portion would create undue maintenance issues for the city in the future.

Although the Short Lock Road portion of the project had been a part of the original regional sewer project dating back to the initial sewer project profile drafted in 2009, the decision was made in the summer of 2012 to discontinue final design on Short Lock, at least for the time being, until the final costs of the sewer plant portion of the project were known. Further, it was determined that a used backhoe would be purchased with project funds for use to clean the drying beds, if this option was to remain as a part of the project.

5.

#### **Summer 2012 Project Scope**

- Rehabilitate the existing wastewater treatment plant but reserve judgment on new drying beds until further study was complete,
- Buy a Backhoe to assist with cleanup at the plant,
- Discontinue final design on Short Lock Road,
- Purchase new water meters for the city of Butler to better account for the use of water by residents,

Project activities involved in revising this new scope of work to meet the requirements of KIA included the following:

- Develop new detailed cost estimates for project activities,
- Develop a bid process to procure water meters,
- Revise the engineering contract to reflect the new revised scope of work,
- Conduct an initial assessment of environmental constraints,
- Revised the KIA Sewer Project Profile,
- Revise the budget,
- Resubmit the project scope of work to KIA for review and approval.

In November of 2012 as final preparation were being made by the county and the engineers to reengage in final design on the overall project, there was another leadership change in the mayor's office in the city of Butler due to election. Upon the change in administration, the judge and project administrator met with the new mayor to review, among other things, the scope of work on the regional sewer project. The mayor and judge decided to continue to meet to determine exactly what the next steps in the project should be, what should be included and not included and to meet with both the fiscal court and city council to ensure all were in agreement regarding how to proceed. After extensive review involving the city, Pendleton County Fiscal Court, GRW Engineers and the project administrator, the following project scope of work was agreed to via resolution:

#### **January 2013 Project Scope**

- Discontinue drying beds option in lieu of ultraviolet disinfection,
- Reconstruct package treatment plants,
- Purchase backhoe,
- Repair existing package treatment tanks,
- Purchase new water meters for entire city,

As with the two previous project scope changes, KIA would need to be consulted regarding this new scope. Project activities involved in revising this new scope of work to meet the requirements of KIA included the following:

- Develop new detailed cost estimates for project activities,
- Revise the engineering contract to reflect the new revised scope of work,
- Revised the KIA Sewer Project Profile,
- Revise the budget,
- Resubmit the project scope of work to KIA for review and approval.

6.

As of spring of 2013, the analysis of the package treatment tanks has occurred, the backhoe has been paid for and new water meters are being installed throughout the city. Final design on the treatment plant is continuing and should be ready for review by the city and fiscal court in summer of 2013.

**Total project cost is \$ 1,025,000. Project planning is ongoing.**

- **Pendleton County FY – 2012 Courthouse Energy Efficiency Project:** Administered the FY – 2010 Energy Efficiency and Conservation Fund Block Grant in the amount of **\$ 138,560** on behalf of the Pendleton County Fiscal Court. Funds were used to upgrade the courthouse heating and air conditioning system and install new efficient lighting.

Project activities included the following:

- Monitor final construction of the boiler system and resolve issues regarding the intermittent flame out of the system,
  - Prepare monthly draws for payment,
    - Address construction issues,
    - Prepare one change order,
    - Monitor payroll reports,
  - Prepare monthly reporting to DLG.

Begin to procure for electrical contractors to install new lighting throughout courthouse. This portion of the project involved the following:

- Work with engineers to prepare detailed plans and specifications to replace all existing lights with latest generation lights,
  - Develop procurement packet,
    - Develop request for bid ad to appear in newspapers,
      - Advertise project,
      - Conduct bid opening,
  - Prepare contract with successful electrical contractor,
    - Prepare monthly draws for payment,
      - Address construction issues,
      - Monitor payroll reports,
    - Prepare monthly reporting to DLG,

Prepare final project closeout to include both the boiler and lighting installation.

**Total project cost was \$ 138,560. Project is complete.**

7.

- **Pendleton County FY – 2013 Safe Room Grant:** Prepared and submitted a FY – 2012 Kentucky Emergency Management Hazard Mitigation Grant application in the amount of \$ 509,400 to fund the construction of a 4,000 s.f. safe room on property located behind the existing Emergency Operation Center. This project was prepared with the assistance of Mike Moore, Director of Emergency management.

Project activities included the following:

- Assemble all relevant financial and engineering information,
- Assist engineers with the development of project cost estimates,
- Prepare a pre-application for submission to the Kentucky Office of Emergency Management,
- Prepare a full application for submission to the Kentucky Office of Emergency Management,
- Prepare a project *cost benefit analysis* to determine project competitiveness for funding consideration,
- Perform an environmental review of the project site,
- Prepare all project mapping,
- Prepare grant management file,
- Field questions about application from reviewer agency in Frankfort.

**Total project cost is estimated at \$ 509,400. Grant was the first one submitted to Frankfort in this funding cycle and has received very preliminary funding approval. Final approval and release of funds is anticipated in mid 2013.**

- **Pendleton County FY – 2013 Peach Grove Storm Cleanup Grant:** Assisted the Fiscal Court with the submission of documentation required to secure a storm cleanup grant in the amount of \$ 50,000 through the Kentucky Division of Waste Management. This regarded assistance with cleanup from the March 3<sup>rd</sup> tornado in Peach Grove. Work effort to secure funding was minimal.

**Total project cost was \$ 50,000. Grant was funded and project is complete.**

- **Pendleton County FY – 2012 Area Development Fund Grant:** Prepared and submitted a FY – 2012 Area Development Fund (ADF) grant application to the Department for Local Government to assist with funding the purchase of a used Emergency Management Office vehicle. Grant was for \$ 6,619 and was to be matched with \$ 4,381 in local funds for a total project cost of \$ 11,000.

Project activities included the following:

- Assemble all relevant financial information and vehicle specifications,
- Prepare and place grant announcement in Falmouth Outlook
- Prepare grant application for submission to the Department for local government,
- Prepare project *Statement of Assurances*,
- Prepare and submit *Project Completion Report* to the Department for Local Government.

**Total project cost was \$11,000. Grant was funded and project is complete.**

8.

- **Pendleton County / Falmouth Joint Gateway Community and Technical College Project:** Project scope transitioned from researching feasibility of establishing a campus of Gateway Community and Technical College (Gateway) in Falmouth to working with Gateway and the community to programmatically establish classes and a permanent presence in the community.

The following presents this project in chronological order during 2012 and provides detail and dates where milestone events occurred:

- **January 13, 2012:** Briefing with Dr. Hughes regarding data collected to date. Focus Group and Gateway agree Focus Group will make a formal presentation to the Gateway president and executive leadership team in February,

- **January 14, 2012:** Began to assemble all final data, graphics, research and other information necessary to make a formal presentation to the Gateway president and executive leadership team,
- **February 7, 2012:** Focus Group conducted briefing of project with Gateway president and executive leadership team at Falmouth School Center. Briefing included planning performed to date, engineering and architectural drawings of proposal, project cost estimates and survey data of community interest,
- **February 28, 2012:** Gateway invites the community to make a formal project proposal to the Gateway Board of Directors to include portions of the February 7 presentation in *Power Point* format. A committee is formed to lead the development of the *Power Point* to include, Michele, Shawn, Angela, Karen, Myron, Jeff and Wayne,
- **May 24, 2012:** Focus Group leadership conducts formal *Power Point* presentation to Gateway Board of Directors. Briefing to include data regarding employment needs in community, training needs of business community, survey results of community interest in attending Gateway, proposal to redevelop Falmouth School Center to be campus of Gateway Community and Technical College, project cost estimates and engineering feasibility analysis. Gateway tells community it will bring classes to Pendleton County starting fall of 2012,
- **June 22, 2012:** Focus Group creates marketing committee. Members include Angela, Karen, Jo, Bill, Myron and mayor Hart,
- **June 27, 2012:** Gateway and local leadership agree to jointly fund the position of local Marketing Director to help implement the local marketing campaign for the fall 2012 and spring 2013 classes. The marketing committee submits three names to the Pendleton County Fiscal Court.
- **August 21, 2012:** After discussion by the fiscal court and Gateway regarding the marketing position, Angela Hornbeck is chosen to lead the effort,

9.

- **September 10, 2012:** Gateway classes begin. English 101 and Introduction to computing are the two fall class offerings. A total of 24 students are enrolled,
- **October 16, 2012:** The marketing committee meets with local leadership and it is determined that a local contact person should be hired to do local intake of students and that Gateway contact information for Pendleton County should include a local phone number and office address. Discussions with Gateway regarding the procurement of a local intake ensue,
- **November 16, 2012:** Adam Hall procured to serve as local student services intake specialist for the Pendleton County Gateway project. Adam was chosen because he is already assisting Karen Delaney with similar duties at Pendleton County High School,
- **December 16, 2012:** Gateway conducts an informational session at the Falmouth School Center for spring 2013 classes.

For both the fall 2012 and spring 2013 semesters, student enrollment in Pendleton County has been low. Marketing efforts have been vigorous, yet the project has failed to produce recognizable student interest. Educators for both Pendleton County and Gateway suggest that marketing campaigns have not been properly aligned with the Gateway semester class offerings. With the ability of Adam and the Focus Group to concentrate marketing early in 2013 for the fall 2013 semester, however, this will allow much more time for councilors and staff to work with juniors, seniors and non-traditional

students wishing to take college classes and, thus, will represent a much better barometer of local student interest in pursuing classes through Gateway.

**Project is ongoing.**

- **Pendleton County / Falmouth Joint FY – 2010 Generators / Emergency Sirens / Radios Grant:** Administered the FY – 2010 FEMA grant in the amount of \$ 500,000 on behalf of the Pendleton and Grant County Fiscal Courts and the city of Williamstown and Falmouth. Grant award was to purchase electrical generators for Falmouth, Pendleton County and the city of Williamstown and weather radios and emergency sirens for Grant County.

Matching funds include a \$125,000 State Flood Control Matching Grant from the Kentucky Department for Local Government. These funds are to be combined with

\$ 42,000 of local funds.

Project activities were extensive and included different planning processes for the procurement of the weather radios, generators and sirens. In 2010, the weather radios were the first project components to be procured. In 2011, project involved the procurement of the generators for both Williamstown and Pendleton County. For 2012, project involved completing the procurement of the sirens, ensuring the expenditure of all remaining funds for approved activities and performing project closeout.

10.

Once the generators and sirens were procured, it was determined several thousand dollars in unobligated funds remained in the project. Following details their expenditure and the remaining activities which were performed in 2012:

- Assist leadership in determining the expenditure of unobligated project funds. FEMA regulations state any reuse of unobligated funds MUST go to a component which was a direct part of the original project,
- Ensure both the Pendleton County and city of Williamstown portions of the project are complete and, thus, do not require any portion of the unobligated funds,
- Request amendment of project budget from FEMA transferring unobligated funds from the generator project to the siren project for the Grant County Fiscal Court for the procurement of a siren radio console, antenna equipment and assorted computer equipment. A portion of the funds also went to Grant County's original siren purchase, which realized a cost overrun due to additions to the original specifications,
  - Coordinate all draw requests for payment of equipment and contractors,
  - Finalize completion of inspection reports for installation of sirens,
    - Coordinate inspection of siren poles by utility companies,
- Perform project closeout to include GPS coordinates of both the generators and sirens and finalize the Project Completion Report,
  - Send FEMA the Project Completion Report and the final draw request.
- Send the Department for Local Government a similar Project Completion Report for their \$ 125,000 portion of the local match.

**Total project cost is \$ 667,000. Project is complete.**

- **Pendleton County / Falmouth Joint FY – 2012 Pendleton County Public Library Development Project:** Administering the development of a new 13,400 s.f public library for Pendleton County utilizing \$ 500,000 in Community Development Block Grant (CDBG) funds to be combined with \$ 2,945,500 in local bonds. Project involves a prime contractor and approximately 24 subcontractors, all of which must fully comply with all the same documentation requirements as the prime. For 2012, project activities included verifying compliance with the Davis Bacon Act, the Copland Anti-Kickback Act and other state and federal wage compliance laws. Challenges involving the proper documentation of payroll compliance have been continual throughout the project.

CDBG related project activities included the following:

- Receive and review all monthly payrolls,
- Develop procedures to ensure that all wage compliance issues are addressed properly. Project experienced 17 separate cases of contractor underpayment requiring restitution,
- Of the 12 month draw cycle, draw funds were held in excess of 60 days **past the regular draw date** on 10 separate occasions due to missing, incorrect or non-existent payroll reporting documentation. Two draws were held for 70 + days,
- Conduct a monitoring of wage compliance in February with Department for Local Government staff. No findings were issued,

11.

- Conduct a full project monitoring in May by Department for Local Government staff of all program requirements. This monitoring involved compliance of; payroll, EEO, Fair Housing, Environmental Review, financial management, contracting, procurement and construction management. No findings were issued,
- Prepare and submit monthly CDBG draws to the Department for Local Government for payment to the contractor,
- Maintain the project budget,
- Conduct monthly wage interviews on site with workers,
- Conduct several training sessions with support staff at the NKADD regarding the administration of this CDBG project.

**Total project cost is \$ 3,445,500. Project is ongoing and should be complete by June of 2013.**

- **Pendleton County / Falmouth Joint Convention and Visitor's Bureau:** Continued research regarding the formation of a county wide joint convention and visitor's bureau. Held several meetings with community leaders and tourism directors in communities similar to Pendleton County and its incorporated cities.

**Project is ongoing.**

- **Pendleton County Demographic Trends Analysis:** Began the effort to update the 2005 Pendleton County Demographic Trends Analysis now that 2012 data is beginning to be released by the U.S. Census. The purpose of analysis is to determine Pendleton County's potential to expand its economic base, which includes commercial, industrial and service sector development. It contains a general overview of key demographic, economic and locational data sets which not only provide county leadership with information critical in policy making but also provide entrepreneurs, developers and investors with tools useful in determining the county's potential as a commercial, industrial or service sector business location. Also, this analysis is designed to contain information useful to existing business owners who seek opportunities to expand their existing businesses in the county. Each data set presented in this analysis was strategically selected for review because of its unique role in contributing to quality of life. For 2012, study began to identify new sources of data including American Community Survey. For 2013, study will continue update of data tables and graphics as data become available.

**Project is ongoing.**

- **Falmouth FY – 2012 Dollar General Development:** Prepared and submitted a FY – 2012 Kentucky Infrastructure (KIA) Fund B loan to the Department for Local Government to fund the construction of sewer utilities under U.S. 27 to the development site.

Project activities included the following:

- Assemble all relevant financial and engineering information,
- Prepare a detailed Fund B loan application,
- Assist with preparation of cash flow analysis,

12.

- Negotiate terms of loan with KIA to be 1% interest over 20 years,
- Prepare all environmental and archeological supporting documentation leading to preparation of a Clearinghouse review,
- Responded to several KIA requests for financial and other supporting information.

**Total project cost was estimated at \$ 120,000. The city chose to discontinue the loan with KIA.**

- **Falmouth FY – 2012 U.S. 27 Corridor Project:** Project employed the services of students in the 4<sup>th</sup> year studio at the University of Kentucky School of Landscape Architecture to develop design guidelines and detailed planning overlay recommendations for the redevelopment of the U.S. 27 corridor from north intersection with KY 330 south to entrance of Pendleton County Industrial Park. The purpose of the study was to assist the city of Falmouth in developing urban designs and design guidelines which best meet the ascetic, transportation, parking and pedestrian needs of the corridor but which will also aid property owners in determining how best to utilize their commercial property. All development factors dealing with drainage, infrastructure, parking, land use configuration and pedestrian use were addressed.

More specifically, the study produced the following products:

- Developed a mapping inventory of the corridor study area,
- Analyzed existing land use patterns,
- Developed graphic design guidelines and recommendations for reuse,
- Developed land use design guidelines to be incorporated into the revision of the city's 2012 zoning ordinance,
- Made recommendations for the planned redevelopment of the Klee property,
- Made recommendations for the redevelopment of the Best property located adjacent to the Pendleton Athletic Park,
- Made recommendations for the redevelopment of the KY 330 Intersection,
- Made recommendations for the reuse of vacant and otherwise underutilized properties,
- Organized two presentations by the university and assisted in ensuring the Pendleton County Planning Commission had input into the project development ,
- Assisted in distributing the results to leadership countywide.

**Total project cost was \$ 16,500 and was paid by the city of Falmouth. Project is complete.**

- **Falmouth FY – 2011 Pump Station Replacement Project:** Administered a FY – 2010 KIA Fund B loan in the amount of \$ 564,835 on behalf of the city of Falmouth to construct two new pump stations for the city. Additional project activities included the purchase of approximately 300 radio read water meters. This project was a revision of a request made the previous year to fund a sewer line extension. KIA approved the revised pump station project in fall of 2011.

13.

In 2012, construction was underway and included the following:

- Prepare the Equal Employment Opportunities checklist,
- Monitor construction,
- Prepare monthly draws for payment,
- Address construction issues,
- Prepare one change order,
- Monitor payroll reports,
- Prepare monthly reporting to KIA,
- Conduct wage and labor monitoring,
- Amend the project budget,
- Deal with the issue of the contractor not completing the contract in a timely manner. Issue was resolved to the city's satisfaction,

- Train support staff from NKADD to assist with the administration of project.

**Total project cost was \$ 564,835. Project is complete.**

- **Falmouth FY – 2012 Klee Property Pre-development Development Planning:** Project involved performing due diligence regarding the redevelopment of the Klee property. Due diligence is required not only because the city was pursuing a purchase of 38 acres of the property but also because the city proposes to seek developers to redevelop that 38 acre portion and must be able to prove to potential them that the site is clean and ready for redevelopment unencumbered by environmental, archeological or legal issues.

The due diligence process entailed procuring for appraiser and review appraiser and securing an appraisal and review appraisal, procuring archeologists to perform an archeological assessment and also procuring environmental consultants to perform a phase one environmental assessment. Chrissy O'Hara, paralegal staff with the city of Falmouth, worked in partnership with community development staff to perform project activities.

Project activities included the following:

- Procure appraiser and review appraiser. Assisted appraiser with project description, mapping, field study and appraisal content requirements. Assisted review appraiser with questions regarding appraisal and review criteria,
- Procure archeologist to perform archeological review of the entire Klee property site. Assisted with development of review criteria and expectations for final product,
- Procure environmental consultant to perform a phase one environmental assessment to include site survey, soil testing, vegetative review and water drainage area assessment.

Results of all studies indicated property was clean from an archeological, environmental and legal stand point. Also, the property appraisal indicated the proposed purchase price to the city was reasonable.

**Klee property due diligence is complete.**

14.

- **Klee Property Development Proposal Process:** Once all due diligence was performed, staff began to assemble preliminary information regarding the preparation of a Request For Proposals (RFP) process whereby the city would accept proposals from developers to purchase the entire city property and develop the site in an organized fashion such as in the case of a *planned unit development*.

**Project is Ongoing.**

**Total Dollar Amount of Grant and Loan  
Funds Secured This Year:**

**\$ 570,400**

**Total Dollar Amount of Grant and Loan  
Funds Under Administration This Year:**

**\$ 6,028,395**

15.

THE

PENDLETON COUNTY COMMUNITY DEVELOPMENT OFFICE

STAFF RESUME

**BILL MITCHELL, E.D.P.**

PENDLETON COUNTY COMMUNITY DEVELOPMENT OFFICE

P.O. BOX 171

135 WEST SHELBY STREET

FALMOUTH, KENTUCKY 41040

859-654-4567

**EMPLOYMENT:**

**2001 – PRESENT**

NORTHERN KENTUCKY AREA DEVELOPMENT DISTRICT  
PENDLETON COUNTY COMMUNITY DEVELOPMENT OFFICE

Serves as Community Development Director for the Pendleton County Fiscal Court, the cities of Butler and Falmouth and the East Pendleton and Pendleton County water districts and provides administrative support service to planning and community service agencies in Pendleton County.

Responsible for a progressive and proactive county wide consolidated approach to community and economic development emphasizing strategic planning, assessment and implementation, workforce development, leadership development, downtown redevelopment, water supply planning, infrastructure development and grant management regarding all aspects related to grant acquisition, program start-up, construction monitoring and state and federal regulatory compliance.

Additional objectives pertinent to quality of life issues are also addressed including, but not limited to, creation and support for local historic preservation activities, parks and recreation development and development and implementation of various strategic planning initiatives. Primary responsibilities include the following:

- Infrastructure development,
- Educational enhancement,
- Market analysis,
- Coordination of research for county wide economic development planning initiatives,
- Ongoing communication with local government leadership and other local decision making organizations regarding community and economic development issues of relevance to Pendleton County,
- Serving as clearinghouse for issues involving state and federal government funding,
- Grant preparation and project administration including the following:
  - Community Development Block Grant Programs
  - Transportation Cabinet: TEA-21 Enhancement Grant Program
  - Kentucky Infrastructure Authority Grant Program
  - FEMA and Homeland Security Grant Program
  - Kentucky Arts Council Grant Programs

- Rural Development Grants and Loans
- Recreational Trails Grant Program
- Land and Water Conservation Fund Grant Program
- Environmental Protection Agency Grant Program
- Kentucky Area Development Fund Grant Program

**1999 – 2001**

**BOYLE COUNTY COMMUNITY DEVELOPMENT COUNCIL  
EXECUTIVE DIRECTOR**

Served as Executive Director of the council and provided overall programming and administrative coordination and support service to all local governments, the Chamber of Commerce, the Danville Renaissance and Main Street Program and all local social service agencies.

Responsible for a progressive and proactive county-wide consolidated approach to economic development and community planning emphasizing commercial expansion and existing industry retention, strategic planning, economic development market analysis, assessment and implementation, downtown redevelopment, infrastructure development and grant management including all aspects related to grant acquisition, program start-up, construction monitoring and State and Federal Regulation Compliance.

Additional objectives pertinent to quality of life issues were also addressed including leadership development, creation and support for local historic preservation activities, parks and recreation development, educational development and implementation of various strategic planning initiatives. Primary responsibilities included the following:

- Community development goal setting, program development and implementation,
- Overall operation and management of the corporation including finance, personnel management and board communications,
- Administrative and technical planning support to the Chamber and Heart of Danville including:
  - Strategic planning
  - Development and maintenance of the annual planning cycle
  - Grant writing and other research assistance

**1993 – 1999**

**CARROLL COUNTY COMMUNITY DEVELOPMENT CORPORATION  
EXECUTIVE DIRECTOR**

Served as Executive Director of the Corporation and provided staff and technical assistance to jurisdictions in Carroll County in areas pertaining to community and economic development. Primary responsibilities included the following:

- Coordinated and implemented a systematic program approach to commercial and industrial business expansion and new business development,
- Commercial development research, planning and recruitment,
- Overall community assessment and strategic planning,
- Downtown redevelopment and infrastructure improvement,
- Developed and provided program administration for transportation, housing and infrastructure improvements projects utilizing Community Development Block Grant, Kentucky Infrastructure Authority and Rural Development Administration funding,
- Coordinated additional federal and state grant programs including the Land and Water Conservation Fund, Kentucky Heritage Council Grants and the Kentucky Renaissance grant program,
- Community goal setting and implementation.

**1985 – 1993**

**NORTHERN KENTUCKY AREA DEVELOPMENT DISTRICT  
COMMUNITY DEVELOPMENT PLANNER**

Served as Community Development Planner to cities and counties in the eight county Northern Kentucky Area Development District including Pendleton County. Additionally, served as staff to the Northern Kentucky Agriculture Committee, the Northern Kentucky Building Inspectors Association and as staff coordinator of the Kentucky Area Development Fund Grant Program.

Performed planning tasks related to transportation, infrastructure, land use, agriculture, housing and comprehensive plan development. Primary responsibilities included the following:

- Infrastructure and community project development,
- Grant preparation, acquisition and project management,
- Transportation data collection,
- Map preparation,
- Park planning and development,
- Aspects of overall community strategic planning and development.

#### **EDUCATION:**

##### **1996 – PRESENT**

Department for Local Government, Division of Federal Grants  
Certified as Community Development Block Grant Administrator

##### **1994 – 1996**

Economic Development Institute, University of Oklahoma  
Graduate of Four Year Economic Development Certification Program

##### **1993 – 1994**

National Development Council, Certification Program  
Certified as Economic Development Finance Professional, (E.D.P.)

##### **1984 – 1985**

Western Kentucky University  
Masters of Public Service in Community Planning and Economic Geography

##### **1977 – 1981**

Eastern Kentucky University  
Bachelor of Arts in Political Science

#### **In Re: Bid Notice for 911 Consoles and Heating and Cooling and Wiring Upgrades**

Judge Bertram presented a copy of a bid notice for upgrades at the 911 Dispatch center, this was informational only, no action taken.

#### **PUBLIC NOTICE**

Pendleton County Fiscal Court will accept bids for the purchase of 911 Consoles and 911 Grounding Protection, at the office of the County Judge Executive, Second Floor, 233 Main Street, Falmouth, Kentucky 41040. Specification may be picked up during normal business hours at the County Judge's Office. Bids may be submitted until 4:00 P.M. on Tuesday May 14, 2013 and bid opening shall take place on or about 7:00 P.M. that same date at a regularly scheduled meeting of the fiscal court in the Fiscal Court Chambers of the Old Pendleton County Courthouse, 233 Main Street, Falmouth, Kentucky 41040. No faxed bids will be accepted and all bids shall be marked "BIDS". The Pendleton County Fiscal court reserves the right to wavier any and all formalities in bidding. The court further reserves the right to reject any and all bids and to accept any bid, whether or not the lowest price, that the court, in its sole discretion, deems to be in the best interest of sound fiscal management of the county.

**Publish on May 7, 2013**

**In Re: Search and Rescue Affiliation Agreement Approval**

Judge Bertram presented the court with the Order of Affiliation between the County and Pendleton County Search and Rescue, Inc. whereby Squire Veirs made a motion, seconded by Squire Whaley that the agreement be approved as presented, motion carried.

**ORDER OF AFFILIATION  
COUNTY OF PENDLETON**

The purpose of this order is to outline the responsibilities of the Pendleton County Search and Rescue Inc.

The Pendleton County Search and Rescue Inc. is the only officially recognized rescue squad in Pendleton County. By virtue of this order, they are officially affiliated with the Pendleton County Fiscal Court and the Pendleton County Emergency Management Agency.

The Pendleton County Search and Rescue Inc. shall serve the citizens of Pendleton County by providing fully trained and equipped personnel who may take the lead role in the following types of missions:

- Water Rescue and Recovery
- Water Rescue and Recovery utilizing divers
- Search and Rescue missions for any lost or missing persons, downed or missing aircraft, or missing disaster victim, except that the Department shall not conduct searches for any criminal suspect, escaped prisoner or other search which is primarily of a law enforcement nature
- Rescue of persons from collapsed buildings and structures, within the capabilities of the Department, given that the Department is not an Urban Search and Rescue organization
- Disaster related rescue services, the rescue of persons trapped by disaster or severe weather conditions, the transportation of persons or material deemed essential to public safety by the Department, assistance in restoring vital public services, evacuation of persons from any damaged or threatened area, and any rescue or public safety function for which trained personnel and equipment is available
- Emergency medical first response, upon the request of an EMS agency, or under the terms of an agreement with any such agency
- Missions outside the county if so requested by that county's emergency management director.

The Pendleton County Search and Rescue may be called to respond by any of the following services or agencies:

1. Pendleton County Judge/Executive
2. Pendleton County Emergency Management Director
3. Pendleton County Search and Rescue Coordinator
4. Kentucky Emergency Management Regional Manager
5. Kentucky Emergency Management SAR Coordinator
6. Emergency Manager or SAR of another county
7. Pendleton County Law Enforcement
8. Pendleton County Fire Departments

The Pendleton County Dispatch Center will page out the rescue squad on any incident when any assistance is requested. If there is a question on the validity of the request, the dispatch center shall verify the request with the Chief or Assistant Chief of the rescue squad.

In any county declared State of Emergency, the Pendleton County Search and Rescue, Inc. will fall under the coordination of the Pendleton County Emergency Management, Pendleton County SAR.

Page 1 of 2

Coordinator, Kentucky Emergency Management SAR Coordinator and/or the Pendleton County Judge/Executive. The rescue squad shall operate under their own chain of command during the state of emergency.

This affiliation agreement does not influence the organizational by-laws, standard operating procedures, or other powers of the Pendleton County Search and Rescue incident command system.

The Pendleton County Search and Rescue, Inc. shall maintain their own equipment and property and shall be accountable for all equipment through an annual inventory, which will be submitted to the Pendleton County Emergency Manager per KRS 39.

The Pendleton County Fiscal Court shall be responsible for the fiscal accountability for all funds donated to the department by the county. The Pendleton County Search and Rescue, Inc. shall be accountable for all funds donated to the squad by outside resources. The treasurer of the department shall assure all payments of outstanding debts in a timely manner. The Pendleton County Search and Rescue, Inc. may not bill Pendleton County Fiscal Court for their services as long as the county contributes yearly to their operating budget in an amount deemed appropriate by the Fiscal Court.

The Pendleton County Fiscal Court will appropriate a yearly allocation of not less than \$8,800 in the County budget, payable to Pendleton County Search and Rescue, Inc on or before July 30<sup>th</sup> of each budget year to cover the cost of operational expenses by Pendleton County Search and Rescue, Inc. Pendleton County Search and Rescue, Inc will in turn provide the Pendleton County Fiscal Court a quarterly report accounting for the County's allocation.

The Pendleton County Fiscal Court may appropriate a yearly allocation in the county budget to cover the cost of operational expense by the Pendleton County Search and Rescue.

The responsibilities of all parties to this order of affiliation shall conform to those responsibilities as provided in KRS Chapter 39F.

This order of affiliation can be updated, modified, amended, or canceled upon consent of the parties concerned. If a vacancy should occur in any of the positions on this order, the order will remain in effect for thirty days while the order is being negotiated.

The effective date of this order of affiliation shall be for one year. It shall remain in effect until **April 23, 2014** at which time the order of affiliation may be negotiated, updated, modified or canceled.

This affiliation agreement was approved and adopted by the Pendleton County Fiscal Court on the **23<sup>rd</sup> day of April, 2013.**

Pendleton County Judge/Executive \_\_\_\_\_

Date \_\_\_\_\_

Pendleton County Emergency Management Director \_\_\_\_\_

Date \_\_\_\_\_

Pendleton County Search & Rescue, Inc., Chief \_\_\_\_\_

Date \_\_\_\_\_

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**In Re: Transfers**

Judge Bertram presented and reviewed the budget account transfers, whereby Squire Fields made a motion to approve the transfers as presented, seconded by Squire Fogle, motion carried

PENDLETON COUNTY FISCAL COURT  
TUESDAY APRIL 23, 2013  
7:00 PM

COURT ORDERED TRANSFERS

General Fund

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

01-5001-105	Administrative Assistant	\$1,500.00
01-5025-212	Training Fringe Benefits	\$ 800.00
01-5030-573	PVA-Telephone	\$ 80.00
01-5047-573	Tax Administrator Telephone	\$ 40.00
01-5070-106	Zoning Administrator	\$3,070.00
01-5080-175	Courthouse - Custodial Personnel	\$2,530.00
01-5080-411	Custodial Supplies	\$ 500.00
01-5085-578	Utilities Radio Tower Buildings	\$ 460.00
01-5086-175	Custodial Personnel Annex Bldg	\$ 375.00
01-5086-578	Utilities Annex Bldg.	\$ 425.00
01-5091-107	Information Technology Director	\$1,390.00
01-5205-102	Animal Control Officer Salary	\$9,000.00
01-5205-578	Dog Kennel Utilities	\$ 400.00
01-5210-107	Solid Waste Coordinator	\$ 55.00
01-5210-468	Recycling and Landfill Supplies	\$ 110.00

Jail Fund

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

03-9400-202	Jail Retirement Match	\$1,900.00
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LGEA Fund

Transfer from (04-9200-999) Reserve for Transfers to the following accounts:

04-5135-348	Hazmat & Water Rescue Program	\$ 275.00
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911 Fund

Transfer from (75-5145-399) Miscellaneous Contractual Service to the following accounts:

75-5145-107	Dispatch Supervisor/Director	\$ 500.00
75-5145-573	911 Telephone	\$1,675.00

Henry W. Bertram

Vicky J. King

In Re: Payment of Claims

Judge Bertram presented and reviewed the payment of claims, whereby Squire Veirs made a motion, seconded by Squire Whaley that the claims be paid as presented, motion carried.

Pendleton County Fiscal Court  
Voucher Claims Register

General Fund

From: 04/23/2013 To: 04/23/2013

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	10-5086	Vendor OFFICEDEPO OFFICE DEPOT				
					Voucher Date	04/23/2013
10-0123	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES		906976	JUDGES OFFICE SUPPLIES	20.20
10-0123	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	300001,348001	906989	JUDGES OFFICE SUPPLIES	121.46
10-0123	01-5205-403-	ANIMAL FOOD AND SUPPLIES	905001,61001,37001	906976	ANIMAL CONTROL OFFICE SUPPLIES	140.08
		Printed On Check 015007				281.73
					Voucher Totals	
Voucher No.	10-5086	Vendor FAMILY FAMILY DOLLAR STORES				
					Voucher Date	04/23/2013
10-0123	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES		906953	JUDGES OFFICE SUPPLIES	28.75
		Printed On Check 015008				28.75
					Voucher Totals	
Voucher No.	10-5087	Vendor INDUSTRIAL PENDLETON CO INDUSTRIAL AUTHORITY				
					Voucher Date	04/23/2013
10-0123	01-5076-576-	ECONOMIC DEVELOPMENT UTILITIES		906986	COMMUNITY DEVELOPMENT EXPENSES	183.28
		Printed On Check 016009				183.28
					Voucher Totals	
Voucher No.	10-5088	Vendor COATTORNEY JEFFERY DEAN				
					Voucher Date	04/23/2013
10-0123	01-5005-165-	CO ATTORNEY SECRETARY		907000	CO ATTORNEY SECRETARY SALARY	2,543.98
10-0123	01-5005-445-	CO ATTORNEY OFFICE SUPPLIES		907000	CO ATTORNEY OFFICE SUPPLIES	4,215.78
		Printed On Check 016010				6,759.76
					Voucher Totals	
Voucher No.	10-5089	Vendor CO CLERK PENDLETON COUNTY CLERK				
					Voucher Date	04/23/2013
10-0123	01-5010-199-	CO. CLERK FEES		907002	MOTOR VEHICLE & BOAT TAX CALCULATION	2,476.80
		Printed On Check 016011				2,476.80
					Voucher Totals	
Voucher No.	10-5090	Vendor ARAMARK ARAMARK UNIFORM SERVICES, INC				
					Voucher Date	04/23/2013
10-0123	01-5080-411-	CUSTODIAL SUPPLIES	543-7089844	906491	FEBRUARY MAT RENTAL COURTHOUSE	165.93
10-0123	01-5080-411-	CUSTODIAL SUPPLIES	543-7082971	906616	MARCH MAT RENTAL COURTHOUSE	165.93
10-0123	01-5080-411-	CUSTODIAL SUPPLIES	543-7099110	906657	MARCH MAT RENTAL COURTHOUSE	165.93
10-0123	01-5080-411-	CUSTODIAL SUPPLIES	543-7099240	906689	MARCH MAT RENTAL COURTHOUSE	165.93
10-0123	01-5080-411-	CUSTODIAL SUPPLIES	543-7102262	906858	MARCH MAT RENTAL COURTHOUSE	165.93
10-0123	01-5086-411-	CUSTODIAL SUPPLIES ANNEX BLDG.	543-7089846	906491	FEBRUARY MAT RENTAL ANNEX BLDG	15.01
10-0123	01-5086-411-	CUSTODIAL SUPPLIES ANNEX BLDG.	543-7092973	906616	MARCH MAT RENTAL ANNEX BLDG	15.01
10-0123	01-5086-411-	CUSTODIAL SUPPLIES ANNEX BLDG.	543-7096112	906657	MARCH MAT RENTAL ANNEX BLDG	15.01
10-0123	01-5086-411-	CUSTODIAL SUPPLIES ANNEX BLDG.	543-7099241	906689	MARCH MAT RENTAL ANNEX BLDG	15.01
10-0123	01-5086-411-	CUSTODIAL SUPPLIES ANNEX BLDG.	543-7102263	906858	MARCH MAT RENTAL ANNEX BLDG	15.01
		Printed On Check 018012				150.70
					Voucher Totals	
Voucher No.	10-5091	Vendor JONGOSNEY JON GOSNEY - ELECTRICAL SERVICES				
					Voucher Date	04/23/2013
10-0123	01-5080-571-	COURTHOUSE RENEWALS & REPAIRS	4855	906983	RECONNECTING CO CLERK AIR CONDITIONER	107.11
10-0123	01-5085-441-	CO. PROPERTIES - MACHINERY&EQUIPMENT	4849	906957	QRTLY MAINTENANCE -BUTLER RADIO EQUIP BLDG	81.09
10-0123	01-5085-441-	CO. PROPERTIES - MACHINERY&EQUIPMENT	4852	906984	QRT MAINTENANCE-MT AUBURN RADIO EQUIPMENT	85.30
10-0123	01-5085-441-	CO. PROPERTIES - MACHINERY&EQUIPMENT	4851	906946	MAINTENANCE, MORGAN HIGHTOWR RADIO EQUIPMENT	80.00

**Pendleton County Fiscal Court  
Voucher Claims Register**

General Fund

From: 04/23/2013 To: 04/23/2013

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
10-0123	01-5085-441-	CO. PROPERTIES - MACHINERY&EQUIPMENT	4853	906952	MAINTENANCE BAYLESS ROD RADIO TOWER	85.00
		Printed On Check 016013			Voucher Totals	433.50
Voucher No.	10-5092	Vendor FALMOUTH CITY OF FALMOUTH			Voucher Date	04/23/2013
10-0123	01-5120-507-	FIRE DEPARTMENT CONTRIBUTIONS		906977	MARCH FIRE RUNS (6)	2,600.00
		Printed On Check 016014			Voucher Totals	2,600.00
Voucher No.	10-5093	Vendor LICKINGVET LICKING VALLEY VETERINARY SERVICES			Voucher Date	04/23/2013
10-0123	01-5205-385-	VETERINARY SERVICE		906993	CONSULTATION	55.00
		Printed On Check 016015			Voucher Totals	55.00
Voucher No.	10-5094	Vendor KACCA KENTUCKY ANIMAL CARE & CONTROL ASSOC.			Voucher Date	04/23/2013
10-0123	01-5205-551-	ANIMAL CONTROL MEMBERSHIPS		906973	MEMBERSHIP FEE	40.00
		Printed On Check 016016			Voucher Totals	40.00
Voucher No.	10-5095	Vendor SILGAS SILGAS			Voucher Date	04/23/2013
10-0123	01-5205-578-	DOG KENNEL UTILITIES	02809	906951	HEATING FUEL ANIMAL SHELTER INVOICE 02809-4-5-13	332.23
		Printed On Check 016017			Voucher Totals	332.23
Voucher No.	10-5096	Vendor COOPER COOPER WHOLESALE, INC.			Voucher Date	04/23/2013
10-0123	01-5210-468-	RECYCLING & LANDFILL SUPPLIES	4135	906960	LITTER CLEANUP SUPPLIES	119.85
		Printed On Check 016018			Voucher Totals	119.85
Voucher No.	10-5097	Vendor GALETON GALETON GLOVES			Voucher Date	04/23/2013
10-0123	01-5210-468-	RECYCLING & LANDFILL SUPPLIES		906958	25 DOZEN GLOVES LITTER CLEANUP-ORD #1104760	143.00
		Printed On Check 016019			Voucher Totals	143.00
Voucher No.	10-5098	Vendor RUMPKE RUMPKE OF KENTUCKY INC.			Voucher Date	04/23/2013
10-0123	01-5210-548-	TIRE AMNESTY	768928	907100	WASTE TIRE DISPOSAL	137.00
10-0123	01-5210-548-	TIRE AMNESTY	768466	906743	WASTE TIRE DISPOSAL	96.00
		Printed On Check 016020			Voucher Totals	233.00
Voucher No.	10-5099	Vendor OAKLAND OAKLAND CHRISTIAN CHURCH			Voucher Date	04/23/2013
10-0123	01-5215-368-	SOLID WASTE CONTRACTED SERVICES		906745	LITTER PICKUP 7 MILES	700.00
		Printed On Check 016021			Voucher Totals	700.00
Voucher No.	10-5100	Vendor OCC-YOUTH OAKLAND CHRISTIAN CHURCH			Voucher Date	04/23/2013
10-0123	01-5215-368-	SOLID WASTE CONTRACTED SERVICES		906746	LITTER PICKUP 4.5 MILES @ \$100 A MILE	450.00
		Printed On Check 016022			Voucher Totals	450.00
Voucher No.	10-5101	Vendor TARHE TARHE SPORTS AND LEARNING CENTER			Voucher Date	04/23/2013
10-0123	01-5215-368-	SOLID WASTE CONTRACTED SERVICES		906748	LITTER PICKUP 10 MILES @ \$100 A MILE	1,000.00
		Printed On Check 016023			Voucher Totals	1,000.00
Voucher No.	10-5102	Vendor PCHS ACADE PCHS ACADEMIC TEAM			Voucher Date	04/23/2013
10-0123	01-5215-368-	SOLID WASTE CONTRACTED SERVICES		906749	LITTER PICKUP 4.75 MILES @ \$100 A MILE	475.00
		Printed On Check 016024			Voucher Totals	475.00

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**Pendleton County Fiscal Court  
Voucher Claims Register**

General Fund

From: 04/23/2013 To: 04/23/2013

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	10-5103	Vendor BOARD OF EDU PENDLETON COUNTY BOARD OF EDUCATION			Voucher Date	04/23/2013
10-0123	01-5405-107-	RECREATION - SUPER / DIRECTOR		907001	APRIL RECREATION CONTRIBUTION	2,512.88
		Printed On Check 016025			Voucher Totals	2,512.88
Voucher No.	10-5104	Vendor BOARD OF EDU PENDLETON COUNTY BOARD OF EDUCATION			Voucher Date	04/23/2013
10-0123	01-5405-333-	MAINTENANCE AGREEMENT GENERAL		906982	2012-13 GROUNDSKEEPER SERVICES	4,439.30
		Printed On Check 016025			Voucher Totals	4,439.30
Voucher No.	10-5105	Vendor LIBRARY PENDLETON COUNTY PUBLIC LIBRARY			Voucher Date	04/23/2013
10-0123	01-5430-348-	OTHER SOCIAL SERVICE PROGRAMS		906958	SUMMER READING PROGRAM CONTRIBUTION	100.00
		Printed On Check 016027			Voucher Totals	100.00
21 Vouchers Printed Totalling						24,268.78

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**Pendleton County Fiscal Court  
Voucher Claims Register**

Road Fund

From: 04/23/2013 To: 04/23/2013

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	10-5106	Vendor ULINE ULINE			Voucher Date	04/23/2013
10-0223	02-6105-447-	ROAD MATERIALS	80360501	907007	EAR PLUGS, SAFETY GLASSES	107.68
		Printed On Check 007879			Voucher Totals	107.68
Voucher No.	10-5107	Vendor SCOTT-GRO SCOTT-GROSS COMPANY, INC.			Voucher Date	04/23/2013
10-0223	02-6105-447-	ROAD MATERIALS	2797131	906993	OXYGEN CYLINDRS-ROAD DEPT	36.46
		Printed On Check 007880			Voucher Totals	36.46
Voucher No.	10-5108	Vendor ZEE ZEE MEDICAL, INC. - #149			Voucher Date	04/23/2013
10-0223	02-6105-447-	ROAD MATERIALS	0148988237	906970	FIRST AID SUPPLIES-ROAD DEPT	177.50
		Printed On Check 007881			Voucher Totals	177.50
3 Vouchers Printed Totalling						321.64

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**Pendleton County Fiscal Court  
Voucher Claims Register**

Jail Fund  
From: 04/23/2013 To: 04/23/2013

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Voucher Date	Amount
Voucher No.	10-5109	Vendor SHERIFF	PENDLETON COUNTY SHERIFF			04/23/2013	
10-0323	03-5101-455-	PETROLEUM PRODUCTS - GAS, OIL, ETC.		908955	FEBRUARY TRANSPORTS 1290 MILES @ .35 MI		451.50
10-0323	03-5101-455-	PETROLEUM PRODUCTS - GAS, OIL, ETC.		908954	MARCH TRANSPORTS 1690 MILES @ .35 A MILE		591.50
		Printed On Check 008915				Voucher Totals	1,043.00
Voucher No.	10-5110	Vendor CLINICAL	CLINICAL SOLUTIONS			04/23/2013	
10-0323	03-5101-549-	ROUTINE MEDICAL		908987	MEDS FOR INMATES MARCH 2013		272.43
10-0323	03-5101-549-	ROUTINE MEDICAL		907308	MEDS FOR INMATES MARCH 2013		96.00
		Printed On Check 008916				Voucher Totals	368.43
2 Vouchers Printed Totalling							1,411.43

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**Pendleton County Fiscal Court  
Voucher Claims Register**

I.G.S.A. Fund  
From: 04/23/2013 To: 04/23/2013

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Voucher Date	Amount
Voucher No.	10-5111	Vendor NORTHERN	NORTHERN PENDLETON FIRE DISTRICT			04/23/2013	
10-0423	04-5130-607-	FIRE DEPARTMENT CONTRIBUTIONS		906948	ANNUAL NO PENDLETON FIRE DIST CONTRIBUTION		10,000.00
		Printed On Check 002306				Voucher Totals	10,000.00
Voucher No.	10-5112	Vendor SEARCH	PENDLETON COUNTY SEARCH & RESCUE INC.			04/23/2013	
10-0423	04-5135-348-	HAZMAT & WATER RESCUE PROGRAM		908975	REIMBURSEMENT FOR 2012 TORNAADO EXPENSES		273.20
		Printed On Check 002307				Voucher Totals	273.20
Voucher No.	10-5113	Vendor OFFICEDEPC	OFFICE DEPOT			04/23/2013	
10-0423	04-5136-445-	OFFICE SUPPLIES	880468073001	908947	BALANCE INVOICE 880468073001, OFFICE SUPPLIES EOC		14.78
		Printed On Check 002308				Voucher Totals	14.78
3 Vouchers Printed Totalling							10,287.98

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**Pendleton County Fiscal Court  
Voucher Claims Register**

911 Fund Fund

From: 04/23/2013 To: 04/23/2013

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Voucher Date	Amount
Voucher No.	10-5114	Vendor ST.ELIZBUS	ST. ELIZABETH BUSINESS HEALTH CENTER			04/23/2013	
10-7523	75-5145-382-	DRUG TESTING		908955	DRUG SCREEN-R. HOLT		44.00
		Printed On Check 002889				Voucher Totals	44.00
1 Vouchers Printed Totalling							44.00

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**Pendleton County Fiscal Court  
Voucher Claims Register**

Education Fund

From: 04/23/2013 To: 04/23/2013

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Voucher Date	Amount
Voucher No.	10-5115	Vendor	RUMPKE	RUMPKE OF KENTUCKY INC.		04/23/2013	
10-9123	91-5210-468-	RECYCLING AND LANDFILL SUPPLIES	768928	907101	FREE DAY AT THE LANDFILL CHARGE		\$1.02
		Printed On Check: 001384					\$1.02
Voucher Totals							\$1.02
1 Vouchers Printed Totalling							\$1.02

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**In Re: Closing Remarks**

Judge Bertram reminded the court of the NPHPSP event to be held at the Pendleton County Extension office on May 3, 2013 from 10-2 and ask that anyone who could please try to attend.

Judge Bertram stated that the Road Supervisor would like to hire Mason Wood as a seasonal employee, Squire Fogle made a motion approving the hiring of Mason Wood, seconded by Squire Fields, motion carried.

**In Re: Adjournment**

A motion was made by Squire Fields, seconded by Squire Whaley that this meeting be adjourned to meet again in regular session on May 14, 2013, subject to any called meetings, motion carried.

ATTEST:

\_\_\_\_\_  
Pendleton County Judge/Executive

\_\_\_\_\_  
Pendleton County Fiscal Court Clerk