

**PENDLETON COUNTY FISCAL COURT
MAY 14, 2013
COURT MET PURSUANT TO ADJOURNMENT
WITH
HONORABLE HENRY BERTRAM, JUDGE/EXECUTIVE
PRESIDING**

Members Present: Gary Veirs, Bob Fogle and David Fields

Members Absent: Alan Whaley

County Attorney: Jeff Dean

Invocation was given by Squire Veirs, 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 Fogle, motion carried.

In Re: Approval of Minutes

Minutes from the April 23, 2013 meeting and the April 18, May 6 and May 8, 2013 special called meetings were presented to the court by fiscal court clerk Vicky King, whereby Squire Fields made a motion, seconded by Squire Veirs that the minutes be approved as presented, motion carried.

In Re: Presentation of Treasurer's Report

Pendleton County Treasurer, Vicky King, presented the court with a written report for the month of April 2013, this report was presented for review with final determination to be made at the next regular scheduled fiscal court meeting.

In Re: Award Bids on Blacktop

Two bids were received for blacktopping of several county roads the first bid opened was from Eaton for a total of \$410,975.00, the second bid was from Mago Construction for a total of \$306,338.40, Squire Veirs made a motion to accept the bid from Mago, seconded by Squire Fogle, motion carried.

**PENDLETON COUNTY FISCAL COURT
PENDLETON COUNTY ROAD DEPARTMENT
INVITATION TO BID**

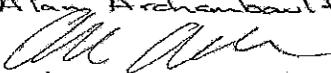
To be opened: Tuesday, May 14, 2013, 7:00 PM.

Date issued: Tuesday, April 30, 2013

COMMODITY: RESURFACING OF VARIOUS COUNTY ROADS

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

Bidders Name: Alay Archambault

Signature: 

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, Falmouth, Kentucky 41040, in a sealed envelope no later than 4:00 P.M. Tuesday, May 14, 2013. Bids will be opened and read publicly that same evening at or about 7:00 PM during a regularly scheduled 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 fundin

Bramble St. CR. 1025	From Bittersweet to Meadow for a distance of .08 Miles	<u>65</u>	<u>90.00</u>	<u>5850.00</u>
Meadow St. CR. 1017	From Bramble to End for a distance of .09 Miles	<u>70</u>	<u>90.00</u>	<u>6300.00</u>
Rogers Rd. CR. 1319	From Carters Chapel to End for a distance of 1.0 Mile	<u>770</u>	<u>81.00</u>	<u>62370.00</u>
Schluter Rd. CR. 1316	From Kelly to End for a distance of .46 Miles	<u>270</u>	<u>62.00</u>	<u>16740.00</u>
Falvey Rd. CR. 1329	From Kidwell to End for a distance of .50 Miles	<u>300</u>	<u>60.00</u>	<u>17800.00</u>
Bishop Ridge CR. 1128	From Old Pl. to End for a distance of 2.8 Miles	<u>1900</u>	<u>60.00</u>	<u>113400.00</u>
Galloway Rd. CR. 1111	From Millford Rd to End for a distance of .59 Miles	<u>250</u>	<u>66.00</u>	<u>16500.00</u>

PROJECT COMPLETION DATE: AUGUST 15, 2013

Pendleton County Fiscal Court—Resurfacing Various Roads—May 2013

Name of Road	Location/Class	Quantity Tons Surface Mix	Unit Cost per Ton	Total Price
Morford Rd. CR. 1054	From Hwy 10 North to End for a distance of 1.4 Miles	<u>950</u>	<u>64.00</u>	<u>60800.00</u>
N. Johns Rd. CR. 10717	From Johns Road to End for a distance of .25 Miles	<u>270</u>	<u>64.00</u>	<u>17280.00</u>
Pleasant Valley Ct CR. 1071 H	From Johns Road to End for a distance of .21 Miles	<u>185</u>	<u>68.00</u>	<u>12580.00</u>
Overlook Ct CR. 1071K	From Johns Road to End for a distance of .01 Miles	<u>85</u>	<u>83.00</u>	<u>7055.00</u>
Oak St. CR. 1071B	From Johns Road to End for a distance of .33 Miles	<u>260</u>	<u>67.00</u>	<u>17420.00</u>
Walnut St. CR. 1071C	From Oak St to End for a distance of .18 Miles	<u>170</u>	<u>69.00</u>	<u>11730.00</u>
Grimes Rd. CR. 1068	From HWY 159N go Northwest for a distance of 1.0 Mile	<u>640.00</u>	<u>64.00</u>	<u>40960.00</u>
				<u>410,175.00</u>

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 Fiscal Court, Road Department, has been arrived at 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 not 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, 61.096 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 335.080 and 305.000 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: 410,175.00

We submit the prices 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 [Signature] Date 5/13/13

Firm/Company Eaton Asphalt Paving Co., Inc.
Address 136 E. Frogtown Rd., Walton, KY 40394



CHUBB GROUP OF INSURANCE COMPANIES

Surety Department, 15 Mountain View Road, P.O. Box 1615, Warren, NJ 07081-1615
Phone: (908) 903-3485 • Facsimile: (908) 903-3658

**AIA DOCUMENT A310™ - 2010
BID BOND**

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR

(Name, legal status and address):
Eaton Asphalt Paving Company, Inc.
196 East Fragtown Road
Walton, KY 41094

SURETY (Name, legal status and principal place of business):

Federal Insurance Company
15 Mountain View Road
Warren, N.J. 07059

OWNER

(Name, legal status and address):
Pendleton County Fiscal Court
237 Main St.
Falmouth, KY 41040

BOND AMOUNT:

Five Percent of Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Resurfacing of Various County Roads

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

Printed in cooperation with the American Institute of Architects (AIA) by the Chubb Group of Insurance Companies. The language in this document conforms to the language used in AIA Document A310™ - 2010.

Form 16-02-0576-FED (Rev. 9/10)

1

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th

day of May 2013

Sabrina Bach
(Witness)

Eaton Asphalt Paving Company, Inc.
(Principal) (Corporate Seal)
[Signature]
(Title) Sales Estimator

Christina A. Arvizu
(Witness) Christina A. Arvizu

Federal Insurance Company
(Federal Insurance Company) (Corporate Seal)
[Signature]
(Attorney-in-Fact) Robert E. Sigax, Jr.

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Form 16-02-0576-FED (Rev. 9/10)

2



Chubb Surety

POWER OF ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Christina A. Arvizu, Thomas R. Biele, Robert E. Gigax Jr., Patricia L. Hehrman, Cassandra J. Krumpalman, Shelly M. Martin and Phyllis T. Neal of Cincinnati, Ohio

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety bonds or other bonds, notes and undertakings and other writings obligatory in the nature thereof (other than bill bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 21st day of September, 2010.

Kenneth C. Wendel
Kenneth C. Wendel, Assistant Secretary
STATE OF NEW JERSEY
County of Somerset

Richard A. Clulio
Richard A. Clulio, Vice President

On this 21st day of September, 2010 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with Richard A. Clulio, and knows him to be Vice President of said Companies; and that the signature of Richard A. Clulio, subscribed to said Power of Attorney is in the genuine handwriting of Richard A. Clulio, and was thereto subscribed by authority of said By-Laws and in his own presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 23 16685
Commission Expires July 14, 2014

Katherine J. Adelaar
Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:
"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretary or Attorney-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that:
(1) the foregoing extract of the By-Laws of the Companies is true and correct;
(2) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department, further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
(3) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seal of said Companies in Warren, NJ this 13th day of May 2013



Kenneth C. Wendel
Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3499 Fax (908) 903-3656 e-mail: surety@chubb.com



WALLACE C. WILKINSON
GOVERNOR
OFFICE OF THE COMMISSIONER
OF INSURANCE
Amended
CERTIFICATE OF AUTHORITY

Satisfactory evidence has been furnished to me showing that FEDERAL INSURANCE COMPANY organized in the State of INDIANA, and having its principal office at WARREN, NEW JERSEY is in sound and solvent condition and has fully complied with all the provisions of the Insurance Laws of the Commonwealth of Kentucky that are applicable thereto. Now, therefore, as Commissioner of Insurance of the Commonwealth of Kentucky, in pursuance of the authority vested in me by the laws of this Commonwealth, I do hereby authorize the said Insurance company to transact the business of MULTIPLE LINE INSURANCE in this Commonwealth for the period beginning on the date shown below and to continue in force as long as the insurer is certified thereto.



Wallace C. Wilkinson
Commissioner of Insurance
This Certificate of Authority shall, at all times, be subject to the laws of the State of Kentucky, and upon any suspension, revocation or termination thereof, the holder shall promptly notify the Commissioner.

CERTIFICATE NO. 13-156496 Date: March 25, 2010

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

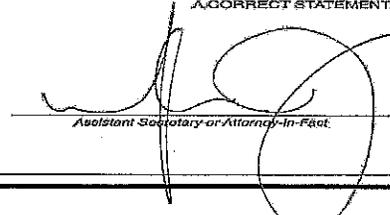
DECEMBER 31, 2011

(In thousands of dollars)

ASSETS		LIABILITIES AND SURPLUS TO POLICYHOLDERS	
Cash and Short Term Investments.....	\$ 151,942	Outstanding Losses and Loss Expenses.....	\$ 12,300,432
United States Government, State and Municipal Bonds.....	10,312,572	Unearned Premiums.....	3,395,022
Other Bonds.....	4,146,378	Ceded Reinsurance Premiums Payable.....	320,332
Stocks.....	779,367	Provision for Reinsurance.....	60,330
Other Invested Assets.....	1,924,895	Other Liabilities.....	622,290
TOTAL INVESTMENTS.....	17,915,154	TOTAL LIABILITIES.....	17,019,086
Investments in Affiliates:		Special Surplus Funds.....	222,892
Chubb Investment Holdings, Inc.....	3,212,072	Capital Stock.....	20,880
Pacific Indemnity Company.....	2,440,783	Paid-In Surplus.....	3,109,808
Chubb Insurance Investment Holdings Ltd.....	1,237,556	Unassigned Funds.....	10,359,328
Executive Risk Indemnity Inc.....	1,076,901	SURPLUS TO POLICYHOLDERS.....	13,707,546
CC Canada Holdings Ltd.....	747,680		
Great Northern Insurance Company.....	488,665	TOTAL LIABILITIES AND SURPLUS TO POLICYHOLDERS.....	\$ 30,728,612
Chubb Insurance Company of Australia Limited	404,316		
Chubb European Investment Holdings SLP ..	251,756		
Vigilant Insurance Company.....	289,604		
Other Affiliates.....	409,635		
Premiums Receivable.....	1,470,910		
Other Assets.....	1,480,521		
TOTAL ADMITTED ASSETS.....	\$ 30,728,612		

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners.
Investments with a carrying value of \$431,809,571 are deposited with government authorities as required by law.

A CORRECT STATEMENT:


Assistant Secretary or Attorney-in-Fact

Form 15-10-03 (12/01/09) 0119

PENDLETON COUNTY FISCAL COURT
PENDLETON COUNTY ROAD DEPARTMENT

INVITATION TO BID

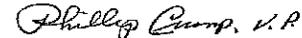
To be opened: Tuesday, May 14, 2013, 7:00 PM.

Date issued: Tuesday, April 30, 2013

COMMODITY: RESURFACING OF VARIOUS COUNTY ROADS

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

Bidders Name: Phillip Crump, V.P.

Signature: 

Firm/Company: MAQO Construction Co.

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Pendleton County Fiscal Court — Resurfacing Various Roads — May 2013

<u>Name of Road</u>	<u>Location of Road</u>	<u>Quantity Tons Surface Mix</u>	<u>Unit Cost per Ton</u>	<u>Total Price</u>
Marford Rd. CR 1034	From Hwy 10 North to End for a Distance of 1.4 Miles	<u>847</u>	<u>\$ 50.⁰⁰</u>	<u>\$ 42,350.⁰⁰</u>
N. Johns Rd. CR 1071J	From Johns Road to End for a distance of .25 Miles	<u>222</u>	<u>\$ 59.¹⁸</u>	<u>\$ 13,124.⁶⁴</u>
Pleasant Valley Ct CR 1071H	From Johns Road to End for a distance of .21 Miles	<u>188</u>	<u>\$ 59.¹²</u>	<u>\$ 11,114.⁵⁶</u>
Overlook Ct CR 1071K	From Johns Road to End for a distance of .01 Mile	<u>9</u>	<u>\$ 200.⁰⁰</u>	<u>\$ 1,800.⁰⁰</u>
Oak St. CR 1071B	From Johns Road to End for a distance of .33 Miles	<u>244</u>	<u>\$ 59.¹²</u>	<u>\$ 14,425.²⁸</u>
Walnut St. CR 1071C	From Oak St to End for a distance of .18 Miles	<u>172</u>	<u>\$ 59.¹²</u>	<u>\$ 10,168.⁶⁴</u>
Grimes Rd. CR 1068	From HWY 159N go Northwest for a distance of 1.0 Mile	<u>532</u>	<u>\$ 50.⁰⁷</u>	<u>\$ 26,637.²⁴</u>
Bramble St. CR 1035	From Bittersweet to Meadow for a distance of .08 Miles	<u>60</u>	<u>\$ 150.⁰⁰</u>	<u>\$ 9,000.⁰⁰</u>
Meadow St. CR 1017	From Bramble to End for a distance of .09 Miles	<u>56</u>	<u>\$ 150.⁰⁰</u>	<u>\$ 8,400.⁰⁰</u>
Rogers Rd. CR 1319	From Carters Chapel to End for a distance of 1.0 Mile	<u>557</u>	<u>\$ 53.²⁰</u>	<u>\$ 29,632.⁴⁰</u>
Schlueter Rd. CR 1316	From Kelly to End for a distance of .46 Miles	<u>260</u>	<u>\$ 60.⁰⁰</u>	<u>\$ 15,600.⁰⁰</u>
Falvey Rd. CR 1329	From Kidwell to End for a distance of .50 Miles	<u>242</u>	<u>\$ 59.⁴⁰</u>	<u>\$ 14,374.⁸⁰</u>
Bishop Ridge CR 1128	From Old 3L to End for a distance of 2.8 Miles	<u>1796</u>	<u>\$ 50.⁷⁹</u>	<u>\$ 91,218.⁸⁴</u>
Galloway Rd. CR 1111	From Milford Rd to End for a distance of .59 Miles	<u>300</u>	<u>\$ 61.⁶⁴</u>	<u>\$ 18,492.⁰⁰</u>

PROJECT COMPLETION DATE: AUGUST 15, 2013

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 Fiscal Court, Road Department, has been arrived at 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 not 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, 61.096 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 _____ 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 completion by agreement to bid at a fixed price, or to refrain from bidding or otherwise, is prohibited. The provision of KRS 355.080 and 305.000 which permit the regulation of resale prices 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: _____

We submit the prices 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 Phillip Camp Date 5/14/13

Firm/Company Mega Construction Co.

Address P.O. Box 669
Bardsform, Ky. 40004

PENDLETON COUNTY FISCAL COURT

BID: MAY 14, 2013

TIME: 4:00 P.M.

PART II, RESURFACING VARIOUS COUNTY ROADS

ROAD	SURFACE TONS	UNIT BID	TOTAL DOLLARS
MORFORD RD	847	\$ 50.00	\$ 42,350.00
N. JOHNS RD.	222	\$ 59.12	\$ 13,124.64
PLEASANT VALLEY CT.	188	\$ 59.12	\$ 11,114.56
OVERLOOK CT.	9	\$ 200.00	\$ 1,800.00
OAK ST.	244	\$ 59.12	\$ 14,425.28
WALNUT ST.	172	\$ 59.12	\$ 10,168.64
GRIMES RD.	532	\$ 50.07	\$ 26,637.24
BRAMBLE ST	80	\$ 150.00	\$ 9,000.00
MEADOW ST.	56	\$ 150.00	\$ 8,400.00
ROGERS RD.	557	\$ 53.20	\$ 29,632.40
SCHLUETER RD.	260	\$ 60.00	\$ 15,600.00
FALVEY RD.	242	\$ 59.40	\$ 14,374.80
BISHOP RIDGE	1796	\$ 50.79	\$ 91,218.84
GALLOWAY RD.	300	\$ 61.64	\$ 18,492.00
	5485		\$ 306,338.40

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310
Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Mago Construction Co., LLC
P. O. Box 669, Bardstown, KY 40004
 as Principal, hereinafter called the Principal, and Ohio Farmers Insurance Company
P.O. Box 5001, Westfield Center, OH 44251-5001
 a corporation duly organized under the laws of the State of OH
 as Surety, hereinafter called the Surety, are held and firmly bound unto Pendleton County Fiscal Court
233 Main Street, Falmouth, KY 41040
 as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars (\$ 5%)
 for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Resurfacing Various County Roads.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 14th day of May, 2013

Sharon Adams (Witness)
Paula J. Teague (Witness)

Mago Construction Co., LLC (Principal)
Paul A. Teague, President (Seal)
Ohio Farmers Insurance Company (Surety)
Paula J. Teague (Seal)
 By: Paula J. Teague Attorney-in-Fact (Title)

AIA DOCUMENT A310 • BID BOND • AIA • FEBRUARY 1970 ED. • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

POWER NO.
General Power of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men By These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having their principal offices in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint Paula J. Teague of Louisville and State of KY its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in their names, place and stead, to execute, acknowledge and deliver the following surety bond:

Surety Bond Number: Bid Bond
 Principal: Mago Construction Co., LLC
 Obligee: Pendleton County Fiscal Court

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY:

"BE IT RESOLVED, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents essential or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"BE IT FURTHER RESOLVED, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000.)

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 1st day of January, A.D., 2012.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus
 Dennis P. Baus
 National Surety Leader and Senior Executive

State of Ohio
County of Medina ss:

On this 1st day of January, A.D., 2012, before me personally came Dennis P. Baus, to me known, who, being by me duly sworn, did depose and say, that he resides in Wauson, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Board of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



By: William J. Kahelin
 William J. Kahelin, Attorney at Law, Notary Public
 My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss:

CERTIFICATE

I, Frank Carrino, Secretary of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this 14th day of May, A.D., 2013

EP04C1A (01-12)



By: Frank Carrino
 Frank Carrino, Secretary



CERTIFICATE OF LIABILITY INSURANCE

211484

DATE (MM/DD/YYYY)
4/28/2013

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

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

PRODUCER Commercial Lines - (502) 425-9444 Wells Fargo Insurance Services USA, Inc. 950 Breckenridge Lane, Suite 50 Louisville, KY 40207-1675	CONTRACT NAME CONSTRUCTION DEPARTMENT CONTRACT NO./POLICY NO. 502.425.9444 FA# 555.209.1247 ADDRESS																								
INSURED Mago Construction Company LLC P O Box 669 Bardstown, KY 40004	INSURER(S) AFFORDING COVERAGE <table border="1"> <tr><td>INSURER A:</td><td>Valley Forge Insurance Company</td><td>NAIC#</td><td>20808</td></tr> <tr><td>INSURER B:</td><td>Continental Casualty Company</td><td></td><td>20443</td></tr> <tr><td>INSURER C:</td><td>Transportation Insurance Company</td><td></td><td>20494</td></tr> <tr><td>INSURER D:</td><td>Kentucky Associated General Contractors Self Ins</td><td></td><td></td></tr> <tr><td>INSURER E:</td><td>Charter Oak Fire Insurance Co.</td><td></td><td>25615</td></tr> <tr><td>INSURER F:</td><td>Great American Insurance Company</td><td></td><td>16691</td></tr> </table>	INSURER A:	Valley Forge Insurance Company	NAIC#	20808	INSURER B:	Continental Casualty Company		20443	INSURER C:	Transportation Insurance Company		20494	INSURER D:	Kentucky Associated General Contractors Self Ins			INSURER E:	Charter Oak Fire Insurance Co.		25615	INSURER F:	Great American Insurance Company		16691
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TYPE OF INSURANCE	INSURER	POLICY NUMBER	POLICY EFF. DATE	POLICY EXPI. DATE	LIMITS	
					AMOUNT	COVERAGE
A GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PER OCCUR <input type="checkbox"/> LOSS		U207848999	12/31/12	12/31/13	EACH OCCURRENCE	\$ 1,000,000
					DAMAGE TO RENTED PREMISES (Per occurrence)	\$ 100,000
					MED EXP (Per person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
B AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRE/AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		U209906884	12/31/12	12/31/13	CORP'D SINGLE LIMIT (Per person)	\$ 1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per occurrence)	\$
C <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXPENSE LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		U2090075444	12/31/12	12/31/13	EACH OCCURRENCE	\$ 1,000,000
					AGGREGATE	\$ 1,000,000
D WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYER'S LIABILITY EXCLUSIONS? (Indicate Y/N)		888-0	01/01/13	12/31/13	<input checked="" type="checkbox"/> WC STATE- <input type="checkbox"/> UNEMP <input type="checkbox"/> DISC <input type="checkbox"/> BEN <input type="checkbox"/> MED <input type="checkbox"/> REHA <input type="checkbox"/> DISEASE - EA EMPLOYEE	\$ 4,000,000
					E.L. EACH ACCIDENT	\$ 4,000,000
					E.L. DISEASE - EA EMPLOYEE	\$ 4,000,000
E Contractors Equipment Policy Excess Liability Coverage Leased/Rented Equipment		QT260432M8007COF11 TUB025106000 QT260432M8007COF11	12/31/12 12/31/12 12/31/12	12/31/13 12/31/13 12/31/13	As Scheduled / \$2,000 Deductible \$14,000,000 Limit \$300,000 / \$2,500 Deductible	\$ 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 - Resurfacing Various County Roads

CERTIFICATE HOLDER Pendleton Co Fiscal Court 293 Main Street Falmouth, KY 41040	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>James Bond</i>
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ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD © 1988-2010 ACORD CORPORATION. All rights reserved.

Two Bids for picking up Hot Mix Bituminous Concrete from the blacktop plants were received the first bid was from Mago Construction at a cost of \$58.00 per ton for Bituminous Concrete Category II A surface, \$58.00 per ton for Bituminous Concrete Category II surface, \$56.00 per ton for Bituminous Concrete Category I Base and \$57.00 per ton for Bituminous Concrete Category Binder. The second bid was from Eaton Asphalt at a cost of \$85.00 per ton for Bituminous Concrete Category II A Surface, \$65.00 per ton for Bituminous Concrete Category II Surface, \$63.00 per ton, Bituminous Concrete Category I Base and \$63.00 per ton for Bituminous Concrete Category Binder. Squire Fields made a motion to accept the bid from Mago, seconded by Squire Veirs, motion carried.

PENDLETON COUNTY FISCAL COURT
PENDLETON COUNTY ROAD DEPARTMENT
INVITATION TO BID

To be opened: Tuesday, May 14, 2013, 7:00 PM.

Date issued: Tuesday, April 30, 2013

COMMODITY: **Hot Mix Bituminous Concrete**

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

Bidders Name: *Phillip Crump, V.P.*

Signature: *Phillip Crump*

Firm/Company: *Mage Construction Co.*

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, Falmouth, Kentucky 41040, in a sealed envelope no later than 4:00 P.M., Tuesday, May 14, 2013. Bids will be opened and read publicly that same evening at or about 7:00 PM during the regularly scheduled meeting in the Fiscal Court Chambers of the Old Pendleton County Courthouse.
3. All prices quoted shall be on a delivered prepaid basis F.O.B. destination shown in the shipping instructions in this invitation.
4. Insert time discount terms, if any, in space provided. Time discounts will not be a factor in determining awards.
5. Quotations must be submitted on this form indicating unit price, total extension of each item and grand total of bid.
6. **FIRM PRICES ARE REQUIRED.**
7. Bidders should quote on the basis of units stated in this invitation. Unit price should be entered and EXTENDED. In case of error in the extension

process, the unit price will govern.

8. Right is reserved to reject any or all bids, also to award the items separately or all to one bidder. If bidding on all or none basis, that fact must be stated.
9. Faxed bids or electronically submitted bids will not be accepted.
10. Unit prices must be based on the units stated in the Invitation to Bid.
11. Bidders are invited to attend public bid opening; also, to review complete bid files after awards have been made.
12. Trade discounts must be deducted by the vendor in calculating the unit price. The unit price on the bid must be net.
13. Quantity discounts must be included in the price of the item. The unit price quoted must be net. All material purchased and delivered by vendor shall meet the Kentucky Department of Highways Standard Specifications, Edition 2008, including amendments and revisions thereto issued prior to date of this invitation.
14. No overrun on the quantities specified in the invitation will be accepted for payment.
15. All or no bids combining two or more requisitions cannot be given consideration.
16. **KENTUCKY SALES AND OR USE TAX; DO NOT ADD OR INCLUDE TAX. ALL BIDS MUST BE ON A NET UNIT PRICE BASIS.**
17. Retain one complete copy of bid for your file.

PENDLETON COUNTY ROAD DEPARTMENT
HOT MIX BITUMINOUS CONCRETE

CONTRACT EFFECTIVE MAY 15, 2013 THROUGH OCTOBER 30, 2013

SPECIFICATIONS	COST PER TON
BITUMINOUS CONCRETE CATEGORY II A SURFACE	\$ <u>58.00</u>
BITUMINOUS CONCRETE CATEGORY II SURFACE	\$ <u>58.00</u>
BITUMINOUS CONCRETE CATEGORY I BASE	\$ <u>56.00</u>
BITUMINOUS CONCRETE CATEGORY BINDER	\$ <u>57.00</u>

FIRM PRICING REQUIRED-PENDLETON COUNTY FISCAL
COURT RESERVES THE RIGHT TO REJECT ANY AND ALL
BIDS

Solicitation/Contract #: _____

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS
CALIMING RESIDENT BIDDER STATUS

FOR BIDS AND CONTRACTS IN GENERAL

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 43A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
 - a. Filed Kentucky corporate income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY (Pendleton County Fiscal Court) reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

Phillip Cump
Signature
Vice-President
Title

Phillip Cump
Printed Name
May 14, 2013
Date

Company Name: Mago Construction Company
Address: P.O. Box 1669
Bardonia, Ky 40004

Subscribed and sworn to before me by: Phillip Cump Affiant
Vice President Title

of Mago Construction Company Name this 10th day of May, 20 13

Michael S. Burdick
Notary Public
April 20 2015
My commission expires

AUTHEMIFICATION 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 Fiscal Court, Road Department, has been arrived at 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 not 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, 61.096 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 _____ 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.

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Grand Total: _____

We submit the prices and agree to commence work in _____ days after receipt of order. This offer is for _____ 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 Phillip Cump Date May 14, 2013

Firm/Company Migo Construction Co.

Address P.O. Box 669

Bardsbane, Ky 40004

**PENDLETON COUNTY FISCAL COURT
PENDLETON COUNTY ROAD DEPARTMENT**

INVITATION TO BID

To be opened: Tuesday, May 14, 2013, 7:00 PM.

Date issued: Tuesday, April 30, 2013

COMMODITY: Hot Mix Bituminous Concrete

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

Bidders Name: Christopher Atis

Signature: [Signature]

Firm/Company: Sutton Asphalt Paving Co, Inc

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2. 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 4:00 P.M., Tuesday, May 14, 2013. Bids will be opened and read publicly that same evening at or about 7:00 PM during the regularly scheduled meeting in the Fiscal Court Chambers of the Old Pendleton County Courthouse.
3. All prices quoted shall be on a delivered prepaid basis F.O.B. destination shown in the shipping instructions in this invitation.
4. Insert time discount terms, if any, in space provided. Time discounts will not be a factor in determining awards.
5. Quotations must be submitted on this form indicating unit price, total extension of each item and grand total of bid.
6. **FIRM PRICES ARE REQUIRED.**
7. Bidders should quote on the basis of units stated in this invitation. Unit price should be entered and EXTENDED. In case of error in the extension

process, the unit price will govern.

8. Right is reserved to reject any or all bids, also to award the items separately or all to one bidder. If bidding on all or none basis, that fact must be stated.
9. Faxed bids or electronically submitted bids will not be accepted.
10. Unit prices must be based on the units stated in the Invitation to Bid.
11. Bidders are invited to attend public bid opening; also, to review complete bid files after awards have been made.
12. Trade discounts must be deducted by the vendor in calculating the unit price. The unit price on the bid must be net.
13. Quantity discounts must be included in the price of the item. The unit price quoted must be net. All material purchased and delivered by vendor shall meet the Kentucky Department of Highways Standard Specifications, Edition 2008, including amendments and revisions thereto issued prior to date of this invitation.
14. No overrun on the quantities specified in the invitation will be accepted for payment.
15. All or no bids combining two or more requisitions cannot be given consideration.
16. KENTUCKY SALES AND OR USE TAX; DO NOT ADD OR INCLUDE TAX. ALL BIDS MUST BE ON A NET UNIT PRICE BASIS.
17. Retain one complete copy of bid for your file.

PENDLETON COUNTY ROAD DEPARTMENT
HOT MIX BITUMINOUS CONCRETE

CONTRACT EFFECTIVE MAY 15, 2013 THROUGH OCTOBER 30, 2013

SPECIFICATIONS	COST PER TON
BITUMINOUS CONCRETE CATEGORY II A SURFACE	\$ <u>85.00</u>
BITUMINOUS CONCRETE CATEGORY II SURFACE	\$ <u>65.00</u>
BITUMINOUS CONCRETE CATEGORY I BASE	\$ <u>63.00</u>
BITUMINOUS CONCRETE CATEGORY BINDER	\$ <u>63.00</u>

FIRM PRICING REQUIRED-PENDLETON COUNTY FISCAL
COURT RESERVES THE RIGHT TO REJECT ANY AND ALL
BIDS.

* FOB Pick Up by County Truck

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS
CLAIMING RESIDENT BIDDER STATUS**

FOR BIDS AND CONTRACTS IN GENERAL

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
 - a. Filed Kentucky corporate income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY (Pendleton County Fiscal Court) reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

Signature: _____ Printed Name: Jason Jurgensen
 Title: President Date: 5/12/13

Company Name: Eaton Asphalt Paving Co., Inc.
 Address: 136 E. Frogtown Rd
Walton, KY 41094

Subscribed and sworn to before me by: Jason Jurgensen President
 Affiant Title

of Eaton Asphalt Paving this 10th day of May, 2013
 Company Name

Notary Public: Amy E. Poehner My commission expires 08/10/2013



AMY E. POEHNER
 Notary Public, State of Ohio
 My Commission Expires 08-10-13

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 432.176: 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 Fiscal Court, Road Department, ties have arrived, at 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 not 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, 61.096 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 _____ 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 completion by agreement to bid at a fixed price, or to refrain from bidding or otherwise, is prohibited. The provision of KRS 355.026 and 305.000 which permit the regulation of resale price by contractor 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: _____

We submit the prices and agree to commence work in _____ days after receipt of order. This offer is for _____ 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: Jason Jurgensen Date: 5/12/13
 Firm/Company: Eaton Asphalt Paving Co., Inc.
 Address: 136 E. Frogtown Rd.
Walton, KY 41094

In Re: Discussion of Flush Hydrants on County Waterlines

Jerry Brun from the Northern Pendleton Fire Department was present to discuss the installation of flush hydrants on county waterlines to be used by the fire departments for filling tanker trucks. Discussion was held regarding this issue, this was informational only, no action taken.

In Re: County Road Aid and LGEA Public Hearings

Squire Fields made a motion to go into a public hearing to discuss the intended uses of the county road aid funds, seconded by Squire Fogle, motion carried. Judge Bertram made three calls for public comment, being no comments Squire Veirs made a motion, seconded by Squire Fields to return to open session, motion carried.

Squire Fogle made a motion to go into a public hearing to discuss the intended uses of the LGEA funds, seconded by Squire Veirs, motion carried. Judge Bertram made three calls for public comment, being no comments, Squire Veirs made a motion, seconded by Squire Veirs to return to open session, motion carried.

In Re: Second Reading of County Budget for Fiscal Year 2013-2014

Judge Bertram read the budget for fiscal year 2014 in summary form, Squire Veirs made a motion to approve this as the seconded reading of the FY 2014 budget, seconded by Squire Veirs, motion carried.

PUBLIC NOTICE

The 2nd reading of the Pendleton County Fiscal Court proposed budget ordinance for Fiscal Year 2013-2014 is scheduled to be held at the courthouse on Tuesday, May 14, 2013 at 7:00?

BUDGET SUMMARY

AN ORDINANCE relating to the Annual Budget and Appropriations. Be it ordained by the Pendleton County Fiscal Court of the Commonwealth of Kentucky: WHEREAS, the proposed budget was tentatively approved by the fiscal court on the 23 day of April, 2013, and approved as to form and classification by the State Local Finance Officer on Wednesday, May 1, 2013.

SECTION ONE. The following budget is adopted for the Fiscal Year 2013-2014 and the amounts stated are appropriated for the purposes indicated.

General Fund		
8000	GENERAL GOVERNMENT	901,127.00
8100	PROTECTION TO PERSONS AND PROPERTY	251,875.00
8200	GENERAL HEALTH AND SANITATION	1,016,750.00
8300	SOCIAL SERVICES	38,500.00
8400	RECREATION AND CULTURE	74,400.00
8200	AIRPORTS	6,000.00
7700	LEASES	8,920.00
8000	CAPITAL PROJECTS	800.00
9100	GENERAL SERVICES	223,910.00
9200	CONTINGENT APPROPRIATIONS	1,211,679.00
9400	FRINGE BENEFITS- EMPLOYERS SHARE	512,063.00
Total General Fund		4,246,324.00
Road Fund		
8100	ROADS	2,093,992.00
7700	LEASES	18,400.00
8000	CAPITAL PROJECTS	12,200.00
9100	GENERAL SERVICES	1,150.00
9400	FRINGE BENEFITS- EMPLOYERS SHARE	201,600.00
Total Road Fund		2,327,242.00
Jail Fund		
8100	PROTECTION TO PERSONS AND PROPERTY	479,650.00
9100	GENERAL SERVICES	3,950.00
9200	CONTINGENT APPROPRIATIONS	25,000.00
9400	FRINGE BENEFITS- EMPLOYERS SHARE	40,712.00
Total Jail Fund		549,312.00
Local Government Economic Assistance Fund		
5000	GENERAL GOVERNMENT	25,000.00
8100	PROTECTION TO PERSONS AND PROPERTY	416,345.00
8300	SOCIAL SERVICES	2,000.00
8100	ROADS	200,000.00
8000	CAPITAL PROJECTS	510,000.00
8100	GENERAL SERVICES	0.00
9200	CONTINGENT APPROPRIATIONS	564,773.00
9400	FRINGE BENEFITS- EMPLOYERS SHARE	10,700.00
Total L.G.E.A. Fund		1,728,818.00
Federal Grants		
5000	GENERAL GOVERNMENT	0.00
8200	GENERAL HEALTH AND SANITATION	0.00
8400	RECREATION AND CULTURE	10,000.00
9100	GENERAL SERVICES	0.00
Total C.D.B.G. Fund		10,000.00

911 Fund		
8100	PROTECTION TO PERSONS AND PROPERTY	312,950.00
9100	GENERAL SERVICES	100.00
9200	CONTINGENT APPROPRIATIONS	20,000.00
9400	FRINGE BENEFITS- EMPLOYERS SHARE	116,300.00
Total 911 Fund Fund		449,350.00
HRA CONTRIBUTIONS FUND		
9400	FRINGE BENEFITS- EMPLOYERS SHARE	98,300.00
Total HRA Fund		98,300.00
Mental Health Fund		
8200	GENERAL HEALTH AND SANITATION	282,250.00
Total MH Fund Fund		282,250.00
Educational Fund		
8200	GENERAL HEALTH AND SANITATION	24,330.00
Total Education Fund		24,330.00

SECTION TWO. This ordinance shall be published in a local newspaper by title and summary within thirty (30) days following adoption.

SECTION THREE. This ordinance shall become effective upon passage and publication.

NOTICE OF AVAILABILITY

All interested persons and organizations in the County are hereby notified that a copy of the County's adopted budget in full is available for public inspection at the office of the County Judge/Executive during normal business hours.

In Re: Approve Resolution and Blacktop Agreement with Rural and Municipal Aid

Judge Bertram presented a resolution adopting and approving the execution of a Memorandum of Agreement between the Pendleton County Fiscal Court and the Commonwealth of Kentucky, Transportation Cabinet, Department of Highway in the amount of \$200,000.00 for the "Project" whereby Squire Fields made a motion to approve the signing of this resolution and MOA, seconded by Squire Fogle, motion carried.

**Pendleton County Fiscal Court
Resolution # _____**

Fiscal Court of Pendleton County

Resolution adopting and approving the execution of a Memorandum of Agreement between the Pendleton County Fiscal Court and the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways for in the amount of \$200,000.00 for the "Project", and

Be it resolved by the Fiscal Court that:

The Fiscal Court does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in said Agreement and does hereby accept the funds provided in said Agreement and by such acceptance agrees to all the terms and conditions therein stated; and

The Judge/Executive of the County is hereby authorized and directed to sign said Agreement as set forth on behalf of the Fiscal Court of Pendleton County, and the Fiscal Court Clerk of Pendleton County is hereby authorized and directed to certify thereto.

COMMONWEALTH OF KENTUCKY, Pendleton County

_____, Fiscal Court Clerk of Pendleton County certify that the foregoing is a true copy of the Order above, given under my hand and seal of office this the day of _____, 2012.

PRINTED NAME _____

SIGNED NAME _____

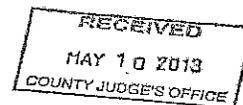
FISCAL COURT CLERK OF PENDLETON COUNTY

Steven L. Beshear
Governor



Commonwealth of Kentucky
TRANSPORTATION CABINET
Frankfort, KY 40601
www.kentucky.gov

May 6, 2013



Michael W. Hancock
Secretary

The Honorable Henry W. Bertram
Pendleton County Judge/Executive
233 Main Street
Room 4, Courthouse Square
Falmouth, KY 41040

Dear Judge Bertram:

The Kentucky Transportation Cabinet has prepared the enclosed agreement whereby the Cabinet will provide up to \$200,000 in reimbursable funds to Pendleton County. This funding will be used to resurface various county roads. Please see the agreement for more details. Pendleton County will be responsible for any ineligible costs and costs in excess of \$200,000 for this project.

We request that you sign both copies of this agreement and a resolution as requested in Section 25. Please return the signed copies of the agreement and the resolution to Selena Catty, Kentucky Transportation Cabinet, Division of Program Management, 200 Mero Street, Frankfort, KY 40622. Upon receipt, we will execute the agreement and authorize funding for this project. One fully executed copy will be returned to the County for your use and retention.

Sincerely,

Michael W. Hancock, P.E.
Secretary

MWH:sc

Enclosures (2)

or Steve Waddic, P.E., State Highway Engineer
Rob Hans, P.E., Chief District Engineer, D-6
Daniel Menetrey, P.E., Planning, D-6

Kentucky
UNDISCOVERED SPIRITS
An Equal Opportunity Employer M/F/D

PENDLETON COUNTY
RESURFACING VARIOUS
COUNTY ROADS
\$75,000 - FD39 FUNDS
\$125,000 - CB06 FUNDS

AGREEMENT BETWEEN
COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
AND
PENDLETON COUNTY

THIS AGREEMENT, entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways, hereinafter referred to as the "Department," and Pendleton County, 233 Main Street, Room 4, Courthouse Square, Falmouth, KY 41040, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, the parties hereto desire to resurface various county roads in Pendleton County, which shall hereinafter be referred to as the "Project";

WHEREAS, the County desires to be the lead agency and perform this Project to enhance the safety and reliability of roadway connections for the commuting public;

WHEREAS, the County shall refer to the applicable state requirements listed in the Interim Project Development Guide for Local Public Agencies and any future revisions for assistance in complying with this Agreement;

WHEREAS, the County has asked the Department for funding assistance for costs incurred during this Project;

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PENDLETON COUNTY
RESURFACING VARIOUS
COUNTY ROADS
\$75,000 - FD39 FUNDS
\$125,000 - CB06 FUNDS

WHEREAS, the Department agrees this is a workable Project and is willing to reimburse the County up to \$75,000 in state contingency funding (FD39) and \$125,000 in state rural secondary program funding (CB06) for the completion of this Project; and

WHEREAS, any cost in excess of the reimbursement funding (\$200,000) for this Project will be the responsibility of the County.

NOW, THEREFORE, in consideration of these premises and the mutual covenants contained herein, the parties hereby agree as follows:

1. The Department agrees to reimburse the County up to \$200,000 for completion of work by the County, or consultants, contractors, or subcontractors hired by the County, under the obligations of this Agreement for the following Project:

To resurface the following various county roads:

- Gibson Creek Lane (CR 1045) from KY 609 extending easterly to the end of county maintenance for approximately 0.33 mile.
- Norris Road (CR 1041) from KY 129 extending southeasterly to the end of county maintenance for approximately 0.88 mile.
- Milford Road (CR 1110) from Beechnut Corner Road extending southeasterly for approximately 1.20 miles.
- McKinley Road (CR 1236) from 1.738 miles northwest of KY 1054 extending northwesterly to Fishing Creek Road for approximately 1.10 miles.
- Middleton Road (CR 1209) from E. Fairview Road extending easterly to the end of county maintenance for approximately 0.72 mile.

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PENDLETON COUNTY
RESURFACING VARIOUS
COUNTY ROADS
\$75,000 - FD39 FUNDS
\$125,000 - CB06 FUNDS

- Ravenscraft Road (CR 1341) from 0.390 mile east of KY 1657 extending easterly to the end of county maintenance for approximately 0.40 mile.

This Project is designed to enhance the reliability of the highway network and safety for motorists in the area providing safe connections. The County may choose to resurface any of the roads listed above at their own discretion, however, any ineligible costs, costs in excess of \$200,000 or any road not listed above is the responsibility of the County.

2. The Department has authorized up to \$75,000 in state contingency funding (FD39) and \$125,000 in state rural secondary program funding (CB06) for all eligible expenses for this Project. This funding shall be made available for reimbursement to the County for all eligible expenses to the Project. The County shall be responsible for all eligible costs above the \$200,000 as well as any costs deemed ineligible for reimbursement from this Project. Any additional funding obligated for the completion of this Project shall be evidenced in writing by both parties with a Supplemental Agreement.

3. This Agreement is contingent upon the continued availability of appropriated funding. If the funding appropriated for the Project becomes unavailable for any reason including: the Kentucky General Assembly's failure to appropriate the funding, by operation of law or as the result of a reduction in funding, further reimbursement of Project expenditures may be denied, the Project may be cancelled, the timeline extended or the scope amended by the Department either in whole or in part without penalty. Denial of further reimbursement, Project cancellation, extension or amendment because of an interruption in the appropriated funding is not a default or breach of this Agreement by the Department nor may such denial, cancellation, extension or amendment give rise to any claim against the Department.

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PENDLETON COUNTY
RESURFACING VARIOUS
COUNTY ROADS
\$75,000 - FD39 FUNDS
\$125,000 - CB06 FUNDS

4. The effective date of this Agreement is the date of signature by the Secretary of the Department's Transportation Cabinet. The Term of Eligible Reimbursement under this Agreement shall be three (3) years from the date of its execution unless extended or amended by written Agreement in accordance with the provisions of KRS 45A. Any and all funding obligated for any phase of this Project shall be available to reimburse the County for eligible work activities completed and costs incurred prior to expiration.
5. The County shall follow state specifications for each necessary phase of this Project. The County shall adhere to all state regulations, including KRS 45A, KRS 176, KRS 177, and all terms of this Agreement for activities related to this Project as lead agency. The County will obtain any required permits, licenses or easements required to initiate, perform, and complete work and provide documentation to the Department's District 6 Office in Covington. In addition, the County is responsible to meet all other requirements and adhere to all regulations necessary to qualify for the receipt of these state funds. Concurrence must be obtained by the County through the Department's District 6 Chief District Engineer in Covington prior to the awarding of any contract for work or materials to be used on this Project.
6. Should the Project require any design services, the County agrees to use only licensed consultants who are pre-qualified to do work for the Department or to use a licensed Professional Engineer registered in the Commonwealth of Kentucky that demonstrates sufficient experience and knowledge in the type of work and receives the approval of the Department's District 6 Chief District Engineer in Covington. The County shall be responsible for all Project design activities, which may be completed either by the County's staff or a consultant that is to be selected based on qualifications. All design work to be contracted must comply with all legal advertisement and selection requirements including,

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PENDLETON COUNTY
RESURFACING VARIOUS
COUNTY ROADS
\$75,000 - FD39 FUNDS
\$125,000 - CB06 FUNDS

but not limited to, the Model Procurement Code provisions of KRS 45A and KRS 424. The County shall submit and obtain concurrence to the Department's District 6 Chief District Engineer in Covington final design plans, specifications, and a total estimate prior to any construction. When applicable, the County must obtain any necessary permits or easements to allow for work to be accomplished on this Project and adhere to the Uniform Relocation Assistance (URA) and Real Property Acquisitions Policies Act.

7. Should the Project require the acquisition of any interest in real property by the County and the County does not have the authority to acquire property by eminent domain, the applicability of the Uniform Relocation Assistance (URA) and Real Property Acquisitions Policies Act shall be limited to the following requirements: (1) Prior to making an offer for the property, the property owner shall be advised in writing that should negotiations fail to result in an amicable agreement, the County will not be able to acquire the property, and (2) The property owner shall be informed in writing of what the County believes to be the fair market value of the property based upon a fair market value appraisal approved prior to any offer by the Department, Division of Right of Way and Utilities. The County shall ensure that all real property acquisition, relocation assistance, and property management are completed in a fair, equitable and approved manner consistent with all state laws and regulations governing the acquisition of real property for public use using highway funding. In all real property acquisitions, concurrence must be obtained through the Department's Division of Right of Way and Utilities and shall be subject to review and approval by the Department.
8. The County must obtain encroachment permits to allow for work to be accomplished on state owned right-of-way from the Department's District 6 Office in Covington. The County acknowledges that the Department will require the placement of a restrictive

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PENDLETON COUNTY
RESURFACING VARIOUS
COUNTY ROADS
\$75,000 - FD39 FUNDS
\$125,000 - CB06 FUNDS

easement approved by and in favor of the Department in the chain of title of any real property acquired or improved pursuant to the Project. If the owner of any real property acquired or improved pursuant to the Project is not the Department or the County, the owner shall sign and be made a party to this Agreement and the owner hereby acknowledges, covenants and consents to the placement of a restrictive easement for perpetual maintenance of the property acquired or improved pursuant to the Project in the chain of title in favor of the Department prior to final reimbursement by the Department.

9. The County shall either adopt in writing the Department's written Policies and Procedures for Right of Way Acquisition and Relocation Assistance or present its own written Policies and Procedures for approval by the Department's Division of Right of Way and Utilities. The County shall conduct all appraisals and appraisal reviews using personnel meeting the Department's minimum qualifications and listed on the Department's pre-qualified appraiser and reviewer list. If the County chooses to use an acquisition consultant on all or any portion of the Project, the selection of the consultant shall be in accordance with the Department's Division of Right of Way Guidance Manual. All appraisals must be reviewed and approved by the Department's Central Office review appraisers, failure to do so will result in the Project being ineligible for funding reimbursement. The County shall provide property management in accordance with approved procedures and be responsible for the abatement of any asbestos containing materials and removal of contaminated soils pursuant to applicable state laws and regulations. The County shall provide the Department necessary assurance that all real property has been acquired and all displaced individuals, businesses, non-profit organizations and farms have been offered relocation assistance according to applicable state laws and regulations. The County shall provide the Department necessary documentation for review and approval at various stages of the

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acquisition process, as described in the Department's Right of Way Relocation Assistance Guidance Manual.

10. When conducting a utility relocation, KRS 177.035 and KRS 179.265 determine the necessity of payment for utility companies. Identification of utility or railroad facilities in conflict with the Project, the execution of a remedy for said conflict and oversight of the execution, and all work related to the Project shall be done in accordance with the Cabinet's Standards, Specifications, Standard Drawings, and Utilities and Rails Manual. Utility relocations shall be designed by the utility company and shown on the Project's survey and general plan sheets. The impacted utility company, with its regular construction or maintenance personnel, and/or with an approved contractor or subcontractor, will furnish all engineering, administration, labor, and materials to make and complete all necessary adjustments of its facilities to accommodate the Project. Correspondence pertaining to utility or railroad coordination must be provided to both contracted parties. If a conflict of interest arises between the obligated party and a utility company, the unobligated party shall intercede to provide the utility coordination. The completed relocation shall be inspected to document the proper installation of the facilities. Upon full execution of the utility relocation for the Project, three (3) sets of as-built plans for each utility company that completes facility relocation on the project prior to the construction letting, a utility impact note defining the utilities identified in the Project, relocations that have been performed, incomplete relocations, and completion schedules for the incomplete work must be provided.
11. State construction criteria for the type of work shall be followed, including but not limited to the Department's Highway Design Manual, the Department's Standard Drawings, the Department's Standard Specifications for Road and Bridge Construction, the Department's Drainage Manual, the Department's Structural Design Manual, the American Association of

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State Highway Transportation Officials' (AASHTO) "Policy on Geometric Design of Highways and Streets", and the FHWA Manual on Uniform Traffic Control Devices (MUTCD). All work performed shall be in accordance with the Department's Standard Specifications for Road and Bridge Construction, edition 2008 as revised, and as provided in Subsection 105.01 of said Specifications. All materials furnished shall be in accordance with Subsection 106 of said Specifications to include all Department List of Approved Materials. These standards, specifications, and criteria are incorporated in this Agreement by this reference.

12. The County agrees to use only licensed contractors and subcontractors who are pre-qualified to do work for the Department for any necessary construction services. The County shall be responsible for all Project construction activities, which may be completed either by the County's staff or through the advertisement, opening of bids, selection, and contracting for contractor services in accordance with the Model Procurement Code provisions of KRS 45A and KRS 424. Specific requirements defined within KRS 45A require that the award be made to the lowest responsive bidder meeting the criteria of responsibility established by the Department. The contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded. The contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. The County must receive Department approval for all change orders and shall have approval of the appropriate governing authority, but shall not increase the funding obligated to the County as a result of this Agreement.

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13. The County shall be responsible for all aspects of administration, measuring, testing, and inspections to ensure the materials and work meets the Department's specifications of the construction contract. This includes providing daily, on-site inspection of the contractor's work activities and processing all of the paper work associated with the construction contract, including any change orders. The Department shall have access to the Project area and may conduct field reviews of the Project at any time. These field reviews are intended to verify status of the Project, performance of the contractor, adequacy of the County oversight, conformance with all laws, regulations, and policies and provide assistance to the County as may be necessary.
14. The County may submit to the Department's District 6 Office in Covington current billings reflecting the actual cost of work incurred during any given work period, which will be paid within a reasonable time after receipt by the Department; however, in no event is the County to submit billings for work performed for less than a thirty (30) day period. All charges to the Project shall be supported by properly executed invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charge. The Department may require additional documentation at their discretion.
15. The County is responsible for ensuring that all Project construction activities have been completed and are responsible for providing all of the necessary paperwork as required by the construction contract. The County will conduct a field inspection to verify completion of the work in conformance with the Agreement. This documentation must be provided to the Department's District 6 Chief District Engineer in Covington prior to final payment of the Project. When both the County and the Department accept the field work as complete, the County's project manager shall certify the Project was constructed in accordance with the plans and specifications and that all funding authorized on this Project has been used to

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PENDLETON COUNTY
RESURFACING VARIOUS
COUNTY ROADS
\$75,000 - PD39 FUNDS
\$125,000 - CB06 FUNDS

reimburse for materials, equipment, or labor as intended and at the location agreed herein by both parties. Upon receipt of the Department's Final Acceptance Report, the County will issue the final payment to the contractor with an official Release of Contractor form for signature. Within 30 days, the County shall provide the Department with a copy of the official Release of Contractor form, as well as proof of payment, which includes cancelled checks.

16. This Agreement and the maintenance responsibilities herein shall survive in perpetuity the cancellation or termination of all or any portion of the Project, and shall survive the completion of and acceptance of the Project. To protect the public interest and maintain the original intent, the County agrees to maintain in an acceptable condition all facilities improved by the Project to the condition existing at the time of the Final Acceptance Report in perpetuity. In the event that the Project improvements are not maintained as a public facility, the County shall reimburse the Department for all costs incurred and for all funding expended pursuant to the Project, including any applicable interest.
17. The County shall maintain for a period of three (3) years all records of materials, equipment, and labor costs involved in the performance of work of said Project. In order to obtain reimbursement from the Department for constructing said Project, the County shall submit to the Department's District 6 Office in Covington documented invoices of materials, equipment, and labor used on the Project, including certification that the work was accomplished on a publicly maintained facility.
18. No member, officer, or employee of the Department or the County during his tenure or for one (1) year thereafter shall have any financial interest, direct or indirect, in this Agreement or the proceeds thereof as identified in KRS 45A.340. The Department and the County

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PENDLETON COUNTY
RESURFACING VARIOUS
COUNTY ROADS
\$75,000 - PD39 FUNDS
\$125,000 - CB06 FUNDS

shall comply with the requirements of the Executive Branch Code of Ethics KRS Chapter 11A. The County warrants that no person, elected official, selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. No member, officer, or employee of the Department or County shall collude or lobby on behalf of this Project without penalty, including but not limited to suspension or debarment.

19. To the extent permitted by law, the County shall indemnify and hold harmless the Department and all of its officers, agents, and employees from all suits, actions, or claims of any character arising from any injuries, payments or damages received or claimed by any person, persons, or property resulting from implementation of any phase of the Project or occurring on or near the Project site.
20. Either party may cancel the contract at any time for cause or may cancel without cause on 30 days written notice.
 - a. The Department reserves the right to cancel all reimbursements under this Agreement at any time deemed to be in the best interest of the Department by giving thirty (30) days written notice of such cancellation to the County. If reimbursement under this Agreement is canceled under this section by reason other than violation of this Agreement or any applicable law by the County, its agents, employees and contractors, the Department shall reimburse the County according to the terms hereof for all expenses incurred under this Agreement to the date of such cancellation of reimbursement.
 - b. The County may seek to cancel its obligations under this Agreement at any time deemed to be in the best interest of the County by giving thirty (30) days written notice of such request to the Department. If the Department agrees to allow the County to cancel the

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PENDLETON COUNTY
RESURFACING VARIOUS
COUNTY ROADS
\$75,000 - PD39 FUNDS
\$125,000 - CB06 FUNDS

Project or cancel its obligations under this Agreement, the County shall reimburse the Department for all funding reimbursements made under this Agreement.

- c. Any dispute concerning a question of fact in connection with the work not disposed of by Agreement between the County and the Department shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final. Any proposed change or extension to this Agreement shall be at the mutual consent of the County and the Department and be evidenced in writing.
21. The Kentucky General Assembly may allow for a reduction in a contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the contract will be reduced by the amount specified in that document
22. The Department certifies that it is in compliance with the provisions of KRS 45A.695. "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The County hereby acknowledges it is responsible to inform any entity it intends to hire or use as a contractor, as defined in KRS 45A.030(9), that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents,

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PENDLETON COUNTY
RESURFACING VARIOUS
COUNTY ROADS
\$75,000 - FD39 FUNDS
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papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

23. KRS 45A.485 requires the County to certify that all contractors shall reveal to the Department, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

The County shall certify that all contractors agree to be in continuous compliance with the provisions of those statutes which apply to the contractor's operations. Failure to reveal a final determination or failure to comply with the above statutes for the duration of the contract, shall be grounds for the County's cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

24. It is understood and agreed by these parties that if any part of this contract is held by the courts to be illegal or in conflict with any law of the Commonwealth of Kentucky, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

25. The County will pass a resolution authorizing the Judge/Executive to sign this Agreement on behalf of the County. A copy of that resolution shall be attached to and made a part of this Agreement.

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PENDLETON COUNTY
RESURFACING VARIOUS
COUNTY ROADS
\$75,000 - FD39 FUNDS
\$125,000 - CB06 FUNDS

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their officers thereunto duly authorized.

PENDLETON COUNTY

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

Henry W. Bertram
Judge/Executive

Michael W. Hancock
Secretary

DATE: _____

DATE: _____

APPROVED AS TO FORM & LEGALITY



Todd Shipp
Office of Legal Services

DATE: 4/30/13

14

In Re: Discussion and Possible Award of Bids on Jagg And Hayes Station Bridges

Bids for the construction of bridges on Jagg Road and Hayes Station Road were received in the Judge's office and publicly opened on May 13, 2013 at 10:00 AM. Squire Fields made a motion to accept the bid from English Foundations to construct a bridge on Jagg road at a cost of \$13,000.00 for material and labor, and the bid from English Foundations to construct a bridge on Hayes Station at a cost of \$12,500.00 for material and labor, seconded by Squire Veirs, motion carried.

Bridge Bid Notice

Sealed bids for the Construction of the following bridge will be accepted in the office of the Pendleton County Judge/Executive, 233 Main Street, Falmouth, KY 41040, until 10:00 A.M., May 13, 2013. Bids will be opened immediately and read aloud. No Faxed bids will be accepted and all bids shall be marked "BIDS".

There will be a mandatory bridge bid meeting held May 7, 2013, at 10:00 A.M., at the Pendleton County Road Bara, 103 Highway 330, Falmouth, Kentucky 41040 regarding bridge structure to be built in Pendleton County. All interested bidders must attend this meeting and visit the bridge site with the County Road Supervisor. This is a one time mandatory meeting for all interested bidders.

Location of bridges to be built:

1. Jagg Road CR 096 5309 C 00078 24' X 16' Deck and Wall Extension

The bridge structure must be 20 ton limit minimum. Bidders will be provided basic design and specs of all material and construction in the building of this bridge deck and wall extension. The County Road Supervisor will oversee and inspect the design and specs of all phases of construction.

Publish APRIL 30, 2013

Bridge Bid Notice

Sealed bids for the Construction of the following bridge will be accepted in the office of the Pendleton County Judge/Executive, 233 Main Street, Falmouth, KY 41040, until 10:00 A.M., May 13, 2013. Bids will be opened immediately and read aloud. No Faxed bids will be accepted and all bids shall be marked "BIDS".

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Location of bridges to be built:

1. Hayes Station Road PCB 053 9' X 14' Complete Bridge

The bridge structure must be 20 ton limit minimum. Bidders will be provided basic design and specs of all material and construction in the building of this complete bridge. The County Road Supervisor will oversee and inspect the design and specs of all phases of construction.

Publish APRIL 30, 2013

BID OPENING BRIDGES

MAY 13, 2013

NAME	SIGNATURE	REPRESENTING
Gary Vance	<i>Gary Vance</i>	Fiscal Court
Carl Taylor	<i>Carl Taylor</i>	Chair
Robin Thompson	<i>Robin Thompson</i>	Planning Comm. Sec.
Don Falmouth	<i>Don Falmouth</i>	Pend. Co. Rd. Dept.
Henry W. Beaman	<i>Henry W. Beaman</i>	P.C. Fiscal Court

NAME Pendleton Co. Road Dept.				SHIP TO English Foundations			
ADDRESS Jagg Road				ADDRESS 403 East Vheby Mt.			
CITY, STATE, ZIP Falmouth Ky 41040				CITY, STATE, ZIP Falmouth Ky 41040			
ORDER NUMBER Bid	DEPARTMENT 5/7/13	SALESPERSON	WHEN SHIP	TERMS	HOW SHIP	DATE / /	
QUANTITY	DESCRIPTION				PRICE	AMOUNT	
	Change bridge elevation pour walls Approx 12" taller on one end						
	Seal up old bridge beam pockets Block out for new ones						
	Pour new deck 18' wide x 25' long x 11" thick						
	Approx 10 railroad rails 24' long 24" on center 12" rebar 12" on center using center pier of old bridge structure						
	Pour wide curbs 6" x 8" tall approx 25' long						
	Fill concrete 4,000 mix						
①	Total Bid on material and labor:					13000	ES EP
②	Approx 19 Railroad Rails 12" on center 12" rebar 12" on center without a center pier spanning 24' long					15000	ES EP
BUYER:				Total Bid:			

KEEP THIS SLIP FOR REFERENCE

NAME Pendleton Co. Road Dept.				SHIP TO English Foundations			
ADDRESS Haystack Road				ADDRESS 403 East Vheby Mt.			
CITY, STATE, ZIP Falmouth Ky 41040				CITY, STATE, ZIP Falmouth Ky 41040			
ORDER NUMBER Bid	DEPARTMENT 5/7/13	SALESPERSON	WHEN SHIP	TERMS	HOW SHIP	DATE / /	
QUANTITY	DESCRIPTION				PRICE	AMOUNT	
	New Bridge Structure						
	Bridge size approx 9' x 14'						
	Footer size: 12" thick x 24" wide approx 70'						
	Wall sizes: 12" thick x 6" tall x 70' long						
	Top of deck approx 11" thick x 14' wide x 10' long						
	Curbs on deck 6" wide x 8" tall approx 10' long						
	10 Railroad rails 18" on center 12" rebar 12" on center Rand R rails are 190#						
	All concrete will be 4,000 mix						
	Total job material + Labor:					12500	ES EP
BUYER:							

KEEP THIS SLIP FOR REFERENCE

In Re: Possible Award of Bid for 911 Console Installation at Dispatch

One Bid was received for the installation of console furniture at the Dispatch center. Squire Fields made a motion to approve the Mobilcomm bid at \$83,239.84, seconded by Squire Fogle motion carried.



May 14, 2013

County Judge Executive
Pendleton County Fiscal Court
233 Main Street
Falmouth, KY 41040

Re: 911 Console Bid

Thank you for the opportunity to respond to the bid as advertised in the public notice. Mobilcomm is very familiar with your communications system and has provided bids that conform to your specifications.

911 Console Furniture Bid: \$83,239.84

There are two drawings attached, depicting two designs for the console furniture. Please choose the desired design. Colors must be verified prior to placing the order. Three (3) heavy duty chairs have been included in the bid. Literature is attached for the chairs. Complete installation is included for the furniture and radio electronics.

Prevailing Wage

Mobilcomm has chosen the following Prevailing Wage rates based upon the information provided during the walk-through on May 7, 2013 and e-mail received May 13, 2013.

Pendleton County & Federal Classifications

General Labor;
Grounding work & console furniture removal and installation
\$22.36 base rate + 10.09 fringe benefits

Pendleton County Classifications

Sound & Communications Technician;
Console electronics removal and reinstallation
\$21.55 base rate + \$8.46 fringe benefits

Thank you,

Lee Kissell, Project Manager
Mobilcomm, Inc.
1211 West Sharon Rd
Cincinnati, Ohio 45240

Mobilcomm, Inc.
Telephone: 513-595-5800

1211 West Sharon Road
Fax: 513-595-5819

Cincinnati, Ohio 45240
e-mail: lkissell@mobilcomm.com



<http://www.mobilcomm.com/>

1211 WEST SHARON ROAD, CINCINNATI, OHIO 45240 513-595-5800

BID FOR: PENDLETON COUNTY 911
ADDRESS: 2275 HIGHWAY 27 N
CITY, STATE, ZIP: FALMOUTH, KY 41040

SYSTEM #: 14059
DATE PREPARED: 5/13/2013
EXPIRES: 60 DAYS
REV:

ATTENTION: MIKE MOORE
E-MAIL: mcoore@fuse.net
TELEPHONE: 859-654-1930

SALES REP: AL Guidi
E-MAIL: aguidi@mobilcomm.com
TELEPHONE: 513-595-5800

QUOTATION #: _____
PREPARED BY: Lee Kissell

SCOPE OF WORK: Replace Furniture in Dispatch
Two versions are available, specify .03 or .04 at time of order See drawings.

Prevailing Wage

Note:
Pendleton Count should provide a minimum of two (2) additional electrical outlets at each console position

Page 1 U:\PROJECTS\819\Pendleton Co furniture upgrade\Pendleton Co Bid for furniture upgrade FINAL.xls

PLEASE NOTE THE FOLLOWING TERMS & CONDITIONS

Title will pass upon shipment, risk of loss will pass upon delivery to purchaser's facility. Ordered equipment may be returned for a full refund, less a 20% restocking fee, if the equipment is returned unused and undamaged, in its original packaging, within thirty (30) days after shipment. Mobilcomm's total liability, arising from the ordered products, will be limited to the purchase price of the products with respect to which losses or damages are claimed. In no event will Mobilcomm be liable for incidental or consequential damages. Unless otherwise stated, prices quoted are valid for sixty (60) days from the date of this quotation. Unless otherwise stated, payment will be due within thirty (30) days after the invoice date.

Safety training and other requirements for Mobilcomm personnel entering the property are not included in this quotation. Additional charges will apply for time and costs encountered by Mobilcomm personnel to enter the property for the performance of the quoted work unless stated as line items in the quotation.

Building and zoning permits and structural engineering that may be required for permits and/or tower mounted antennas are not included in this quotation unless stated as line items in the quotation.

Maintenance (if included) provided labor and parts for the time period stated at the bottom of this quotation. Please read the maintenance agreement for additional conditions that may apply to your particular equipment.

Manufacturer's standard equipment warranty (furnished upon request) applies to all ordered equipment. Mobilcomm disclaims all other warranties with respect to the ordered products, express or implied, including the implied warranties of merchantability and fitness for a particular purpose.

Sales Tax is not included in this quotation. If subject to sales tax, the appropriate tax will be added to the invoice.

Additional charges will apply for any material or labor not included in this document.

Purchase Orders, if required, must be included with the signed copy of this quotation.

If the quoted price is acceptable, sign and return one copy to the person that prepared this document.

Confidential for use of the addressee only. This document shall not be reproduced and/or distributed to anyone other than the addressee and required personnel.

If you do not understand this document or the scope of work, please contact the person that prepared this document.

50 % PAYABLE TO MOBILCOMM UPON RECEIPT ORDER:	\$41,619.92
30 % PAYABLE TO MOBILCOMM UPON RECEIPT EQUIPMENT:	\$24,971.92
20 % PAYABLE TO MOBILCOMM UPON COMPLETION:	\$16,647.97
TOTAL PAYABLE TO MOBILCOMM (SALES TAX NOT INCLUDED):	\$83,239.84

ACCEPTED BY: _____ PO #: _____
PRINT NAME: _____ DATE: _____

Page 2 U:\PROJECTS\819\Pendleton Co furniture upgrade\Pendleton Co Bid for furniture upgrade FINAL.xls

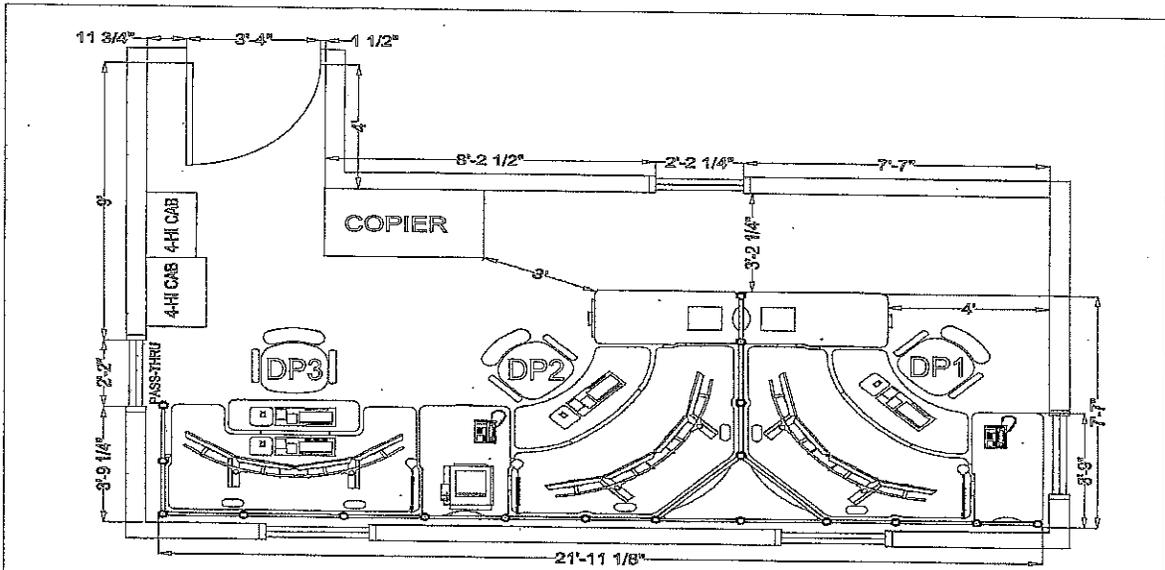
1A Furniture & Installation			64,068.82
1	1	Synergy 3 2425 90" Full Lift & 4278 Linear Consoles	
2	1	Synergy 3 FULL LIFT CONNECTION TOP (POWER PRIMARY), SINGLE, 42" DEEP X 24" WIDE, TACK PANEL, 42" HIGH, LEFT HAND	
3	1	Synergy 3 LINEAR END CAP (POWER PRIMARY), TACKABLE PANEL, 42" HIGH, RIGHT HAND	
4	1	Synergy 3 FULL LIFT EXTENSION (POWER PRIMARY), DUAL, 42" DEEP X 18" WIDE, TACKABLE PANEL, 42" HIGH	
5	1	Synergy 3 FULL LIFT EXTENSION (POWER PRIMARY), SINGLE, 42" DEEP X 18" WIDE, TACKABLE PANEL, 42" HIGH, LEFT HAND	
6	1	Synergy 3 FULL LIFT POWER PRIMARY, DUAL, 24" DEEP X 36" WIDE, TACKABLE PANEL, 42" HIGH	
7	5	Synergy 3 LINEAR POWER PRIMARY, SINGLE, 42" DEEP X 78" WIDE, TACKABLE PANEL, 42" HIGH	
8	3	LEFT-TIGHT BLACK (TRILLIUM) [FOR FUSION/SYNERGY] WITH ONE-PIECE CLAMP	
9	3	Synergy DEPTH ADJUSTMENT ARRAY 4 OR UP TO 24" MONITORS	
10	1	20" STORAGE PEDESTAL, BOX, FILE, 20"D X 1.5"W X 22"H, MOBILE DELIVER & INSTALL CHARGE	
1B Remove & Reinstall Radio Equipment			12,790.00
1	1	Temporary cables for operator in EOC room	
2	1	Hardware, wire, grounding	
3	1	Labor for radio equipment removal and reinstallation	
1C Dispatch Chairs			4,596.00
1	3	Concept 911 heavy duty chairs	
Furniture ready for shipping			7,560.00
SHIPPING:			\$326.00
PROJECT TOTAL (SALES TAX NOT INCLUDED):			\$82,239.84

Page 3 UNPROJECTS\B19\Pendleton Co furniture upgrade\Pendleton Co Bid for furniture upgrade FINAL.xls

Task	Description	Start	End	Resources
Furniture	Day prior to installation / Console #1 temporary relocation			
Remove	Removal of all unnecessary equipment, paperwork, cabinets prior to install work			
Relocate	Relocate telephones, 911, computer equipment for console #1 into the EOC room			
Relocate	Relocate radio equipment for console #1 into the EOC room			
Relocate	Console #1 in the EOC would be available for use if needed			
Furniture	Installation Day 1 / Console #3			
Remove	Remove telephones, 911, computer equipment for console #3 from the dispatch room			
Remove	Remove radio equipment for console #3 from the dispatch room			
Electrical	Install additional electrical outlets (Jon Gooney)			
Delivery	Delivery by Watson truck, approximately 10:00 am			
Unpack	Unpack, inventory furniture components			
Assembly	Assemble furniture for operator position #3, afternoon of day 1			
Reinstall	Reinstall telephones, 911, computer equipment for console #3 on the new furniture			
Reinstall	Reinstall radio equipment for console #3 on the new furniture			
Remove	Console #3 will be still available in the dispatch room at the end of the first day			
Furniture	Installation Day 2 / Console #2			
Remove (temp)	Remove telephones, 911, computer equipment for console #2 from the dispatch room			
Remove (temp)	Remove radio equipment for console #2 from the dispatch room			
Electrical	Install additional electrical outlets (Jon Gooney)			
Unpack	Unpack, inventory furniture components			
Assembly	Assemble furniture for operator position			
Reinstall (temp)	Reinstall telephones, 911, computer equipment for console #2 on the new furniture			
Reinstall (temp)	Reinstall radio equipment for console #2 on the new furniture			
Remove	Console #2 will be available in the dispatch room at the end of the first day			
Furniture	Installation Day 3 / Console #1			
Remove	Remove telephones, 911, computer equipment for console #1 in the EOC room			
Remove	Remove radio equipment for console #1 in the EOC room			
Electrical	Install additional electrical outlets (Jon Gooney)			
Unpack	Unpack, inventory furniture components			
Assembly	Assemble furniture for operator position			
Reinstall	Reinstall telephones, 911, computer equipment for console #1 on the new furniture			
Reinstall	Reinstall radio equipment for console #1 on the new furniture			
Furniture	Installation Day 4 / Finish			
Final wiring dress	Final wiring dress			
Clean up	Clean up			

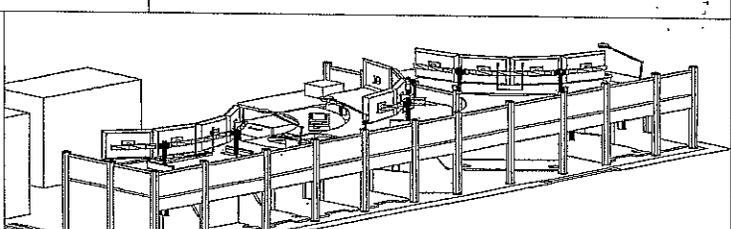
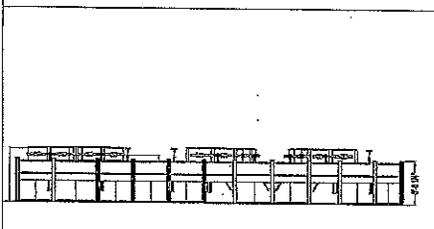
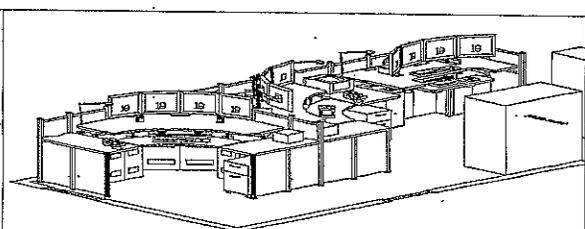
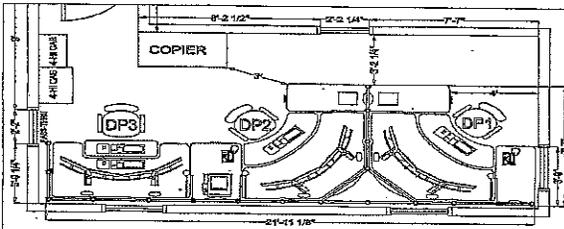
UNPROJECTS\B19\Pendleton Co furniture upgrade\Pendleton Co Bid for furniture upgrade FINAL.xls

PROJECT SCHEDULE		MOBILE COMM, INC.													
Week/Day	Order received from Pendleton Co	10/20/03	10/21/03	10/22/03	10/23/03	10/24/03	10/25/03	10/26/03	10/27/03	10/28/03	10/29/03	10/30/03	10/31/03	11/01/03	11/02/03
Furniture	Furniture ready for shipping														
Furniture	Day prior to installation / Console #1 temporary relocation														
Remove	Removal of all unnecessary equipment, paperwork, cabinets prior to install work														
Relocate	Relocate telephones, 911, computer equipment for console #1 into the EOC room														
Relocate	Relocate radio equipment for console #1 into the EOC room														
Relocate	Console #1 in the EOC would be available for use if needed														
Furniture	Installation Day 1 / Console #3														
Remove	Remove telephones, 911, computer equipment for console #3 from the dispatch room														
Remove	Remove radio equipment for console #3 from the dispatch room														
Electrical	Install additional electrical outlets (Jon Gooney)														
Delivery	Delivery by Watson truck, approximately 10:00 am														
Unpack	Unpack, inventory furniture components														
Assembly	Assemble furniture for operator position #3, afternoon of day 1														
Reinstall	Reinstall telephones, 911, computer equipment for console #3 on the new furniture														
Reinstall	Reinstall radio equipment for console #3 on the new furniture														
Remove	Console #3 will be still available in the dispatch room at the end of the first day														
Furniture	Installation Day 2 / Console #2														
Remove (temp)	Remove telephones, 911, computer equipment for console #2 from the dispatch room														
Remove (temp)	Remove radio equipment for console #2 from the dispatch room														
Electrical	Install additional electrical outlets (Jon Gooney)														
Unpack	Unpack, inventory furniture components														
Assembly	Assemble furniture for operator position														
Reinstall (temp)	Reinstall telephones, 911, computer equipment for console #2 on the new furniture														
Reinstall (temp)	Reinstall radio equipment for console #2 on the new furniture														
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Furniture	Installation Day 3 / Console #1														
Remove	Remove telephones, 911, computer equipment for console #1 in the EOC room														
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Assembly	Assemble furniture for operator position														
Reinstall	Reinstall telephones, 911, computer equipment for console #1 on the new furniture														
Reinstall	Reinstall radio equipment for console #1 on the new furniture														
Furniture	Installation Day 4 / Finish														
Final wiring dress	Final wiring dress														
Clean up	Clean up														
Final documentation	Final documentation														



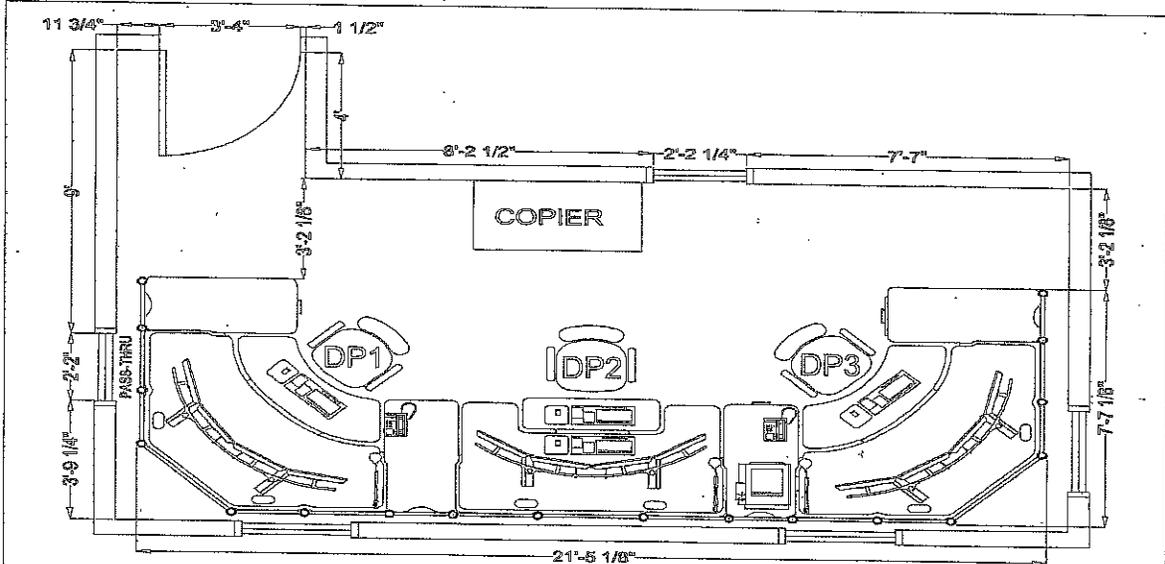
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F01.0 Scale: 1/4" = 1'	Project: Pendleton County 911	Location: Falmouth, KY	watson CONFIDENTIAL 26245 Twelve Trees Lane Poultice, Washington 20726 (800) 426-1202
	Furniture Option: Dwg Name: PendletonCoE911.03 Synology 3 Full Ltr & Linear Console 42" Teck Panels - 2438 80" Full Ltr Primaries 42" Teck Panels - 4278 LH Primaries	PC: KLD Rep Firm/Rep: TSC/SB Drawn By: JTB Date: 04/08/19 Approved: _____ Date: _____	



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F01.1 Scale: 1/4" = 1'	Project: Pendleton County 911	Location: Falmouth, KY	watson CONFIDENTIAL 26245 Twelve Trees Lane Poultice, Washington 20726 (800) 426-1202
	Furniture Option: Dwg Name: PendletonCoE911.03 Synology 3 Full Ltr & Linear Console 42" Teck Panels - 2438 80" Full Ltr Primaries 42" Teck Panels - 4278 LH Primaries	PC: KLD Rep Firm/Rep: TSC/SB Drawn By: JTB Date: 04/08/19 Approved: _____ Date: _____	



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F01.0 Scale: 3/8" = 1'	Project: Pendleton County 911	Location: Falmouth, KY	watson CONFIDENTIAL 26245 Twelve Trees Lane Poultice, Washington 20726 (800) 426-1202
	Furniture Option: Dwg Name: PendletonCoE911.04 Synology 3 Full Ltr & Linear Console 42" Teck Panels - 2438 80" Full Ltr Primaries 42" Teck Panels - 4278 LH Primaries	PC: KLD Rep Firm/Rep: TSC/SB Drawn By: JCG Date: 04/11/19 Approved: _____ Date: _____	

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F01.1	Project: Pendleton County 911	Location: Falmouth, KY
Scale: 3/16" = 1'	Furniture Option: Dwg Name: PendletonCoE911.04	PC: KLG Rep Firm/Rep: TSC/BB
	42" Tack Panels - 2468 50" Full Lift Primaries	Drawn By: JCG Date: 04/11/13
	42" Tack Panels - 4278 LN Primaries	Approved: _____ Date: _____

watson
CONFIDENTIAL
20240 Tucke, Todd Lane
Falmouth, WA 40329
(800) 438-1202

INNOVATIVE INTELLIGENT INTENSIVE

24/7 INTENSIVE USE CHAIRS



Concept Seating
A Division of Leacke & Joys Co., LLC
1423 N. Water Street
Milwaukee, WI 53233
(800) 592-5583 phone info@conceptseating.com
(800) 550-2288 fax www.conceptseating.com

SOPHISTICATED DESIGN. UNPARALLELED DURABILITY.

All Steel Frame
Ten-gauge steel maintains original tensile strength and rigidity over years of heavy-duty use; enforces perfect posture.

Dynamical Suspension
A good seat cushion will produce even surface pressure to minimize strain on the spine. Dynamical works like a suspension bridge; the force of compression pushes down on the suspension members, but because it is a suspended seat structure, the weight is transferred across the top, which minimizes any concentrated compression directly into the pressure points where the primary body weight rests the seat and allows for increased comfort during long hours of sitting.

Infinite Adjustable Air Lumbar
Back pressure relief on your fingertips with the infinitely adjustable air lumbar support.

Knee Tilt Control & Waterfall Front
Dynamical combined with a waterfall front reduces leg nerve compression and helps promote circulation which adds to comfort during long hours of sitting.

Adjustable Armrests
Adjust the width and height of the arms without waste. Arm strength can be extremely important, especially with larger individuals that need arm supports to get in and out of the chair. Arms are tested with weights of 500lb on each arm, rest and cycled 400,000 cycles. Optional arms can fold out of the way.

Safety Casters
In a high pressure situation, having a chair roll away in the act of sitting can lead to injury. These casters slip away in the act and are great for both hard surfaces and short carpet, with two connection points.

Seven Leg Bases
Tested to a 10,000 dynamic load, the 7 leg base may be the strongest base ever built. The seven leg base prevents tipping and makes maneuvering easier than 5 leg bases.

Replaceable Covers
Fabrics can wear, but our frames are virtually indestructible. Bring back that "brand new" look in minutes even after years on the job by swapping out the cover set.

Cylinders
Made specifically for HD use. The cylinders are filled to 6000 psi and have reinforced steel pipes and support tubes.

Adjustable Base (available 3150 models only)
E11 recline rails and adjustable to 5 positions allow more people in a 24/7 environment to sit ergonomically.

Adjustable Neck Roll (available 3100 models only)
Regardless if you are monitoring a video wall or typing at your desk, this E11 position neck roll / headrest adjusts to your needs.



Seat Depth Adjustments (available 3150 models only)
It isn't unusual to have someone sit during a chair with someone 6" 2" in a 24/7 environment. A seat depth adjuster helps keep the one's torso to the 27% male sitting ergonomically and comfortably.

516 Headrests
Knee Photo control with seven lock positions.

CONCEPT SEATING WAS BORN OUT OF NECESSITY.

Everyday police officers risk their lives to keep the streets safe. And while driving around in a squad car presents neighborhoods, it also can be uncomfortable for the officers who sit for hours at a time. Back problems are inevitable.

In the late 1980's, a police officer who suffered from back problems, designed and produced rough sketches of a new, innovative vehicle seat that helped relieve back problems. From there, the police officer, in combination with renowned Wisconsin industrial designer Brooks Stevens Design firm, took on the project and financed the design. The Brooks Stevens Design firm is also known for designs including: Heweshe Train (1948), Excalibur Sports Car (1954) and the Oscar Winner Mobile (1993). Concept Seating designs have also been influenced by the innovative research presented by Alvin R. Tilley and Henry Dreyfuss and Associates in The Measure of Man and Woman. This book remains an important tool for these designing products to accommodate the human form.

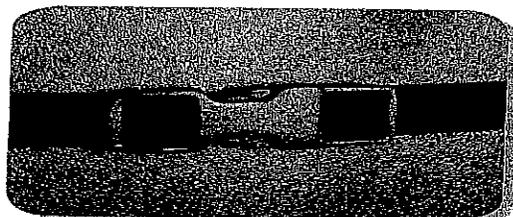
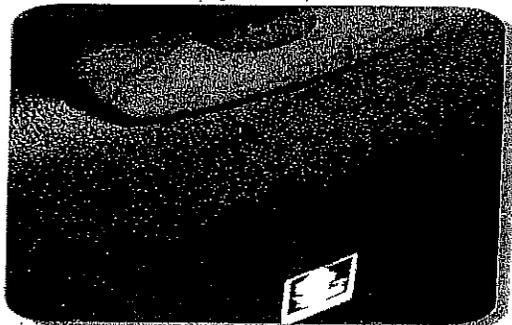
One year later, Concept Seating opened its doors.

In 1985, Concept Seating expanded their line with the development of the 24/7 intensive Use chairs. The company now serves industries that need chairs for dispatch and call centers, heavy duty usage, big and tall seating, monitoring stations, and other occupations requiring long sedentary periods.

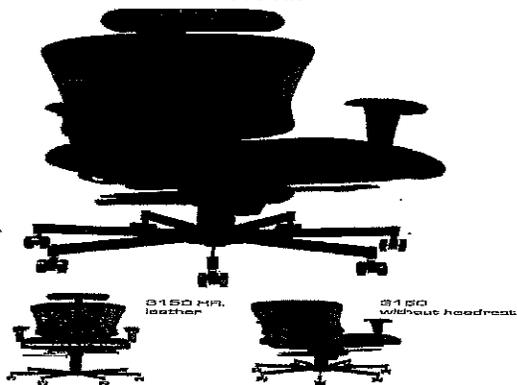
Concept Seating remains committed to providing sophisticated seating with unparalleled durability while addressing the need that sparked the original idea: create seating that increases employee morale and productivity while decreasing time away from the job.



Concept Seating
A Division of Leacke & Joys Co., LLC
1433 N. Water Street | Milwaukee, WI 53202
(800) 892-5563 | www.conceptseating.com

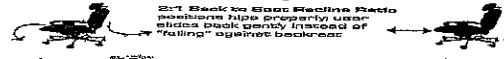


SYNCHRONICITY - 3150 HR



Visit our website for a complete selection. www.conceptseating.com

The Science of Synchronicity



EXECUTIVE - 3142



SYNCHRONICITY - 3150 EXT



WE'VE GOT YOU COVERED

FABRIC OPTIONS

Several cover grades in a variety of colors let you specify a chair that stands up to anything a hard day can dish out.

Staccato Collection from Victor
Staccato fabric is a high performance product that is appropriate for even the more demanding end-use applications. A dependable solution when stringent abrasion requirements are specified.

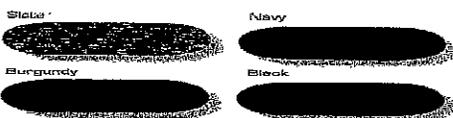
Duraweave Collection from Meyer Fabrics
These fabrics were carefully selected for their rich color, pattern, and texture, combining Concept Seating performance standards with innovative textiles.

100% Olefin based, featuring a 5-year warranty for color fastness and durability.

Leather Collection
Automobile-grade leather wears like iron and offers natural barriers to food and drink, sweat and body oils.

STACCATO

(Additional color options available in this collection)



DURAWEAWE

(Additional color options available in this collection)



LEATHER

(Additional color options available in this collection)



ESD FABRICS available

(Electrostatic Discharge - Call for current color options)

ARMREST & PAD OPTIONS

Select from three armrest options: Ergoswing, Task and "C" Loop. To further enhance your comfort and function, all armrests feature 7 height adjustments and 2-1/2 inches of width adjustment. Ergoswing and Task options feature Turf Pads.

ERGOSWING



"C" LOOP



Concept Seating
A Division of Leacke & Joys Co., LLC
1433 N. Water Street | Milwaukee, WI 53202
(800) 892-5563 | www.conceptseating.com

OUR PRODUCTS STAND THE TEST OF TIME.

The U.S. General Services Administration (GSA) has set the standard for ergonomic intensive use chairs. As shown in the table below, in most categories of measurements, performance requirements are 10 times that of ordinary office furnishings that follow ANSI/BIFMA Acceptance standards. Concept Seating's 24/7 Intensive Use Chairs exceed even the GSA elevated requirements.

Our ergonomic designs deliver quantifiable economic benefits in terms of long life, multi-user versatility, reduced musculo-skeletal strain, and advanced comfort features.

We stand behind our product and will even cover usual wear and tear within the warranty period, a coverage most manufacturers do not include. And unlike other warranties, you don't have to worry about whether an issue is considered a manufacturer defect or usual wear and tear. With Concept Seating, you're covered. Occasionally, even the best made products need repairs and our trained staff is just a phone call away.



Concept Seating
A Division of Leaska & Joys Co., LLC
1433 N. Water Street | Milwaukee, WI 53202
(800) 292-5559 | www.conceptseating.com

GSA INTENSIVE USER ERGONOMIC STANDARDS

Types of Tests	GSA Minimum Requirements for Toxic PNEUMS-2008	ANSI/BIFMA Acceptance
Cyclic back and backrest mechanism fatigue test	1,000,000 cycles minimum	120,000 cycles
Cyclic Vertical Load test on 4 arm	100 lbs. through 250 lbs. in 50 lbs. increments 25,000 cycles at each load level	200 lbs. 1 time function load 300 lbs. 1 time proof load 2,000 lbs. 1 time proof load 2,500 lbs. one load (base only)
Cyclic Vertical Load test on seats, bases and casters	200 lbs. through 15,000 lbs. in 50 lbs. increments 25,000 cycles at each load level	3,000 lbs. 6" one crop 2,500 lbs. one load (base only)
Cyclic side thrust Load test on arms	50 lbs. through 200 lbs. increments 25,000 cycles at each load level	100 lbs. 1 time function load 150 lbs. 1 time proof load
Cyclic pneumatic seat height adjustment test	250 lbs. cyclic seat load cycle, pneumatic unit 125,000 full cycles	No comparable test requirements
Chair-caster base durability test	35,000 cycles @ 5 lbs. retention after cycling	35,000 cycles @ 5 lbs. retention minimums after cycling

RELAX, YOU CAN DEPEND ON IT.

Ergonomics is a buzz word.

From automobiles, to computer keyboards, to power tools, many manufacturers claim increased functionality through ergonomic design. Sad to say, some of these "improvements" relate purely to superficial stylistic changes with negligible operational impact. Unfortunately, the same is true in our industry. Don't be fooled by these great pretenses.

Concept Seating products aren't built by slipping part A into slot B. We engineer them from the ground up for non-stop torture. In high intensity workplaces where no two body types are the same. Our track record stretches over 10 years, backed by detailed, documented proof of performance that we're only too happy to share!

• Meets ANSI/BIFMA and is certified for 24/7 installations under GSA PNEUMS 2008

• Used by Police, Fire Departments, EMS and 911 Centers, Utilities, Refineries, Military, and organizations with 24/7 mission critical command and control centers worldwide. Accommodates Weight Loads to 550 lbs.

• Seven-Legged Spider Base For Optimal Stability.

• Seven Height Position Arm Pads.

• Six Year, 24/7 Written Warranty.

We accept all major credit cards including Discover, Visa, MasterCard and American Express.

In Re: Possible Award of Quote for Air Condition Installation at Dispatch

Two quotes were received for the installation of new Air Conditioner at the Dispatch center. The first quote was from Rick Mineer HVAC for a total cost of \$4,206.89, the second quote was from Vanlandingham and Sons for a total cost of \$4,986.24. Squire Fields made a motion to approve the quote from Rick Mineer, seconded by Squire Veirs, motion carried.

Rick Mineer
70 Julia Anne Ct
Falmouth KY, 41040
Cell: 859-743-4171 Home: 859-654-4505
Email: rickmineer@yahoo.com

R.MINEER HVAC/R

Pendleton Co. Dispatch

April 25, 2013

Install 1 LSN360HV2
Indoor Inverter heat pump standard

1LS0360HV2
Outdoor Inverter heat pump standard

S0610-S4
Sweat line set 3/8 x 5/8 50'

Bid est. \$4206.89

Vanlandingham & Sons Inc.

Larry A. Vanlandingham
504 Barkley Street
Falmouth, KY 41040-0014
(859) 391-0257 mobile
(859) 654-6041 office

Service Contract Work Proposal
February 16th, 2013

Client: Pendleton County 911 Facility Attention: Mike Moore

Job Location: Highway 27, Falmouth, KY 41040

Install one 3 ton, wall mount heat pump unit with condensing section in control room.

All material and labor for the stated amount of: \$4,986.24

This price quoted above does NOT include electric service.

I agree to the terms of the contract as specified above.

Date: _____

In Re: Possible Award of Grounding Installation at EOC/Dispatch

Two bids were received for the Grounding Protection at the EOC/Dispatch center, the first bid was from Mobilcomm for a total cost of \$22,120.65, the second bid was from Prickle Electric for a total cost of \$24,260.00. Squire Veirs made a motion to approve the Mobilcomm bid contingent on it meeting all bid requirements, seconded by Squire Fields, motion carried.



May 14, 2013

County Judge Executive
Pendleton County Fiscal Court
233 Main Street
Falmouth, Ky 41040

Re: 911 Grounding Protection Bid

Thank you for the opportunity to respond to the bid as advertised in the public notice. Mobilcomm is very familiar with your communications system and has provided a bid that conforms to your specifications.

Grounding Protection Bid: \$22,120.65

This bid provides enhancements to the building, tower, radio equipment and electrical grounding. This does not imply or guarantee that future lightning strikes will be avoided however damage, if any occurs, should be greatly reduced. To obtain the maximum benefit from the grounding provided in the Mobilcomm bid, proper grounding of all cables and equipment at the site is essential.

Cables entering the tower building should be grounded where the cables leaves the tower and again at the buss bar on the outside of the tower building. Mobilcomm's bid includes grounding of all Mobilcomm supplied cables. Cables for BlueOne equipment should be grounded in the same way. Mobilcomm will not supply cable grounds or cut, ground or terminate any cable provided by BlueOne.

Cables entering the tower building for BlueOne should be grounded at a surge suppressor which is grounded to the buss bar inside the building. Mobilcomm will provide twenty (20) Ethernet/POE surge devices. BlueOne must specify and verify that the surge devices being provided by Mobilcomm are the correct type. Mobilcomm will install and ground the Ethernet/POE surge devices. BlueOne will be responsible for terminating the cables at these surge devices. Technical information for the surge device is attached and also provided to BlueOne.

Complete installation is included for the grounding work.

Mobilcomm, Inc. Telephone: 513-595-5800 1211 West Sharon Road Fax: 513-595-5919 Cincinnati, Ohio 45240 e-mail: lkissell@mobilcomm.com



Prevailing Wage

Mobilcomm has chosen the following Prevailing Wage rates based upon the information provided during the walk-through on May 7, 2013 and e-mail received May 13, 2013.

Pendleton County & Federal Classifications

Electrician:
Grounding work
\$26.35 base rate + \$15.44 fringe benefits

General Labor:
Grounding work & console furniture removal and installation
\$22.36 base rate + 10.09 fringe benefits

Pendleton County Classifications

Equipment Operator:
Trencher for grounding work
\$27.45 base rate + \$10.51 fringe benefits

Thank you,

Lee Kissell, Project Manager
Mobilcomm, Inc.
1211 West Sharon Rd
Cincinnati, Ohio 45240

Mobilcomm, Inc. Telephone: 513-595-5800 1211 West Sharon Road Fax: 513-595-5919 Cincinnati, Ohio 45240 e-mail: lkissell@mobilcomm.com

Task	Description	Start	End	Days	Weeks	Months	Years
Grounding	Approximately 2 days, this work is independent of the furniture						
	Deliver materials						
	French work						
	Install grounding materials & conduct all connections						
Site Ops	Attach grounds to equipment and building electrical system						
	Ground and equip. etc.						
	Approximately 1/2 day, this work done concurrently with grounding						
	Install and ground electrical fire alarm protectors in site						
	Connect wireless equipment to the surge protectors (Site Ops is responsible)						

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Task	Start	End	Days	Weeks	Months	Years
PROJECT SCHEDULE MOBILECOMM, INC.						
Weekday						
Grounding						
Site Ops						

Pendleton County Dispatch Center Grounding System Upgrade

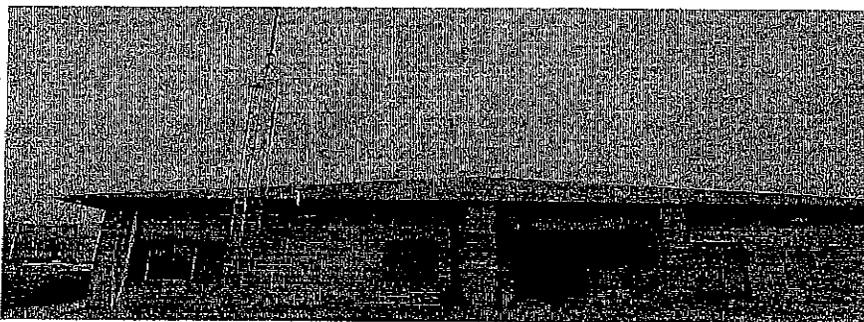


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2. Dispatch Center Tower..... 2

3. Communications Site Building..... 2

4. Communications Site Tower..... 2

5. Overall Recommendations..... 2

Pendleton County Dispatch Center Grounding System Upgrade

Objectives and Implementation:

The objective of this project is to decrease the vulnerability of the electronic equipment on site to damage from lightning strikes and other electrical surges. There are several benefits to doing this:

1. The operational benefit is increased reliability of the Public Safety Communications equipment when it is needed most - in times of severe weather.
2. The cost benefit is reduced repair and replacement of the equipment.
3. The safety benefit is reduced risk of injury to Public Safety Personnel from surges on the equipment they work with daily.

There are several reasons that this upgrade has become necessary:

1. Like most technologies, site grounding and lightning protection has evolved and changed quite a bit in the 9 years since the system was installed as a result of more knowledge and experience.
2. Some elements of the grounding system weather or loosen with time and can benefit from being replaced or at least cleaned and re-torqued.
3. Since the original installation of the system there has been quite a bit of equipment added to the site by different entities. Some of this is not adequately grounded and some is not grounded at all. This is understandable as not everyone is aware of the need for proper grounding and surge protection or how to go about it. For this reason it is important to have some kind of oversight of installation work at facilities.

The means of accomplishing this objective will be to inspect and evaluate the grounding system at the site and then make the changes necessary to bring it up to specification. The inspection and evaluation have been completed and are the basis for this document. The necessary changes are detailed in the "Recommendations" section.

The specification referred to in this case will be the Motorola R56 Communication System Installation Standard. This is generally recognized as the most comprehensive and effective grounding and installation specification in the industry. It is compliant with the NEC and all other industry codes and standards and is optimized towards the installation of Communications Systems including towers and antennas. Mobilcomm has 5 Technicians that are R56 certified.

The most important part of this project is the cooperation of all of the entities on site to work towards the same goal of protecting the Public Safety equipment. In spite of all of the effort and money put forth, a single antenna line or cable that enters the building unprotected can induce a surge in other cables causing damage to equipment that is completely unrelated and otherwise protected. Likewise an improperly grounded piece of equipment or incorrect routing of a ground wire can have the same effect.

Mobilcomm 805 5/14/2013 Pendleton Dispatch Grounding Plan 01.doc.doc

2

Recommendations:

1. Dispatch Center Building:

- 1.1. An Exterior Ground Ring of 2 Gauge Tinned Solid ground wire will be installed 30" deep along the back wall and the east wall of the building. 4" ground rods will be installed at the corners and every 10' along its length. All outside connections will be installed at the weld or irreversible high-compression hydraulic crimp connectors. The ground ring will be bonded at 2 locations to the ground ring to be installed around the tower.
- 1.2. A 2 Gauge tinned solid ground wire will be bonded to the ground ring and run up the wall of the building into the attic at the cable entry location by the tower to serve as the main ground bus for the building.
- 1.3. The 8 gauge Main Electrical ground will be replaced with a 2 gauge and tied into the new building ground ring.
- 1.4. The 2 Gauge ground bus inside the building will be run separately through the attic, disconnected from the 8 gauge going to the electrical panels and terminated at a Master Ground Bus Bar to be installed in the Radio Equipment Room.
- 1.5. The existing 2 Gauge ground bus in the cable tray will be tied to the Master Ground Bus Bar.
- 1.6. An Interior Perimeter Ground ring will be installed in the Radio Room, tied to the Master Ground Bus Bar and all of the equipment in the room will be tied directly to it.
- 1.7. The Cat5 and Telco block surge Arrestors will be removed from the Radio Room and installed where those lines enter the building.
- 1.8. The Polyphaser co-ax Surge Arrestor in the Radio Room, on the RCB co-ax that enters the room unprotected will be moved to the building entry point.
- 1.9. The Satellite Phone on the wall in Dispatch has an unprotected co-ax.

2. Dispatch Center Tower:

- 2.1. A ground ring will be installed at a depth of 30" surrounding the tower and also tied to the building ground ring.
- 2.2. Radials will be run out to a distance of 12" from the tower legs and tied to the ring. All connections will be made by exothermic weld or irreversible high-compression hydraulic crimp connectors.
- 2.3. The clamps on the tower legs will be moved below the tower joint and replaced.
- 2.4. A Bus Bar will be installed on the tower and tied to the ground ring to serve as a termination point for the co-ax line grounds.
- 2.5. All lines entering the building that do not have line grounds outside and Polyphaser surge arrestors inside will have them installed.

Mobilcomm 805 5/14/2013 Pendleton Dispatch Grounding Plan 01.doc.doc

3

3. Communications Site Building:

- 3.1. The Master Ground Bus Bar in the building will be connected directly to the External Ground Bus Bar and the Outside Ground Ring to create a single point ground "window".
- 3.2. The 4 grounds at the corners of the building will be cut off to preserve the single point ground at the "window".
- 3.3. All lines including Cat5 cables entering the building that do not have line grounds outside and surge arrestors inside will have them installed.
- 3.4. All Cat5 Surge Arrestors inside the Building must be moved to the wall directly adjacent to the Master Ground Bus Bar.
- 3.5. The metal frames of the vent and fan will be bonded to the Interior Perimeter Ground Ring.

4. Communications Site Tower:

- 4.1. The Tower and Building outside ground rings will be tied to the Dispatch Center Tower and Building outside ground rings by trenching and burying a 2 Gauge Solid ground wire between them and bonding them together.
- 4.2. Ground rods will be installed every 10' along this run.

5. Overall Recommendations:

- 5.1. The minimum gauge ground wire to be used will be 2 Gauge for Bus wires and 6 Gauge for all other wires.
- 5.2. All cabling must be kept at least 2" from ground conductors.
- 5.3. All outside below ground connections will be made by exothermic weld or irreversible high-compression hydraulic crimp connectors.

Mobilcomm 805 5/14/2013 Pendleton Dispatch Grounding Plan 01.doc.doc

4



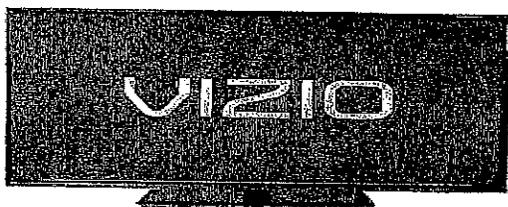
VIZIO - E-Series - 50" Class (50" Diag.) - LED - 1080p - 120Hz - Smart - HDTV

Model: E5001-A1 | SKU: 7171083 | Customer Rating:

4.4 (208 customer reviews) |

\$649.99
FREE SHIPPING

Overview Specifications Ratings & Reviews Accessories



Product Availability

Delivery: Most Areas
Check Dates

Store Pickup:
Check Stores
Learn about Store Pickup

Special Offers

See All (3) Special Offers

Cardholder Offers

See All (2) Financing Offers

What's Included

- VIZIO E-Series - 50" Class - LED - 1080p - 120Hz - Smart - HDTV
- Stand, screws
- Remote with 2 AA batteries
- Powercord
- Owner's manual

Enjoy movies, sporting events and more in stunning clarity with this 50" VIZIO E-Series E5001-A1 HDTV, which features a 1080p display for crisp detail and a 120Hz effective refresh rate for smooth on-screen movement. E-Series - 50" Class (50" Diag.) - LED - 1080p - 120Hz - Smart - HDTV

Product Features

Smart Enable™
Get access to a world of instant entertainment with this product. Just connect to the internet and stream movies, listen to music, and access a wide variety of other content. Learn more about Smart Products.

Specifications

Warranty Terms - Parts: 1 year limited

Warranty Terms - Labor: 1 year limited

Width: 44.98"

Weight: 49 lbs. with stand (36.6 lbs. without)

TV Type: LED Flat-Panel

50" screen measured diagonally from corner to corner
For optimal viewing in large rooms.

3-1/4" deep
Comes with a stand or can be mounted on a wall (with optional mounting kit, not included). VESA 400mm x 400mm compliant.

Connect to the Internet
VIZIO Internet Apps feature access to Netflix, Pandora, Slings, Facebook, YouTube, Twitter and more. Built-in Wi-Fi offers a simple connection to your home wireless network.

In Re: Possible Award of Fiber Connections Sole Source Quote

Mobilcomm was the sole source provider with a quote of \$5,334.59 to convert network tower from buried cable to fiber. Squire Veirs made a motion to approve the quote from Mobilcomm, seconded by Squire Fields, motion carried.



<http://www.mobilcomm.com/>

1211 WEST SHARON ROAD, CINCINNATI, OHIO 45240 513-595-5800

QUOTATION FOR: PENDLETON COUNTY 911
ADDRESS: 2275 HIGHWAY 27 N
CITY, STATE, ZIP: FALMOUTH, KY 41040

SYSTEM #: 14059
DATE PREPARED: 5/14/2013
EXPIRES: 60 DAYS
REV:

ATTENTION: MIKE MOORE
E-MAIL: pcdes@fuse.net
TELEPHONE: 859-554-1930

SALES REP: AL Guidi
E-MAIL: aguidi@mobilcomm.com
TELEPHONE: 513-595-5800

QUOTATION #:
PREPARED BY: Lee Kissell

SCOPE OF WORK: Convert network to tower from buried cable to fiber
Sole Source quotation
Prevailing Wage

PENDLETON COUNTY 911											
ESTIMATED PROJECT LABOR											
PROJECT SCHEDULE											
MOBILCOMM, INC.											
Week/Day	4/22/2013	4/23/2013	4/24/2013	4/25/2013	4/26/2013	4/27/2013	4/28/2013	4/29/2013	4/30/2013	5/1/2013	5/2/2013
Order received from Pendleton Co											
Furniture ready for shipping											
Fiber Conversion											
Approximately 1 day; this work is independent of the furniture and grounding											
Install and program equipment for fiber, dispatch top lower shelter											

In Re: Possible Award of 911 Camera and Installation Sole Source Bid

Tri State Audio Visual was the sole source bidder for the 911 Camera and Installation at a total cost of \$2,686.64. Squire Fields made a motion to approve the bid from Tri State Audio Visual, seconded by Squire Fogle, motion carried.

Tri-State Audio Visual Co.
 2901 Glendora Ave. Cincinnati, OH 45219
 513-281-7500

Pendleton County Emergency Management Agency
 2275 Us Highway 27 N
 Falmouth, Ky 41040

911 Center Repair and Upgrade

Move existing monitor and mount to new location in room where DVR is located.
 Install new 42" Monitor in 911 room at specified location behind consol.
 Install VGA splitter for monitors
 Replace Defective camera in hall
 Install New camera at specified location

Total for Project \$2686.64

Warranty: One year on installation, manufacturer's warranty applies to all installed components.

Quote is based on information received from customer and a visual inspection. Changes in equipment, location, or unforeseen delays or installation issues will be added to final invoice if required. Quote expires 30 days from date at top of page.

Customer will provide 120 Volt AC as required. TSAV contracts with Carr Electric Co if you wish us to provide this service.

Terms: 50% Down Payment with order, Balance due 15 days after completion.

Tri-State Audio Visual Co. has been in business since 1984.

We are an A+ Rated company by the Greater Cincinnati Better Business Bureau.

References are available upon request.

Bruce Bock

Fax 513-281-7539 Toll Free 800-348-8728
 Email sales@tristateav.com service@tristateav.com
 Established 1984

In Re: Possible Award of 911 Radios Installed at State Price Contract

One bid was received from Mobilcomm for the installation of Backup base radios for a total cost of \$7,164.75. Squire Veirs made a motion to approve this bid, seconded by Squire Fogle, motion carried.



<http://www.mobilcomm.com/>

1211 WEST SHARON ROAD, CINCINNATI, OHIO 45240 513-595-5800

QUOTATION FOR: PENDLETON COUNTY 311
 ADDRESS: 2275 HIGHWAY 27 N
 CITY, STATE, ZIP: FALMOUTH, KY 41040

SYSTEM #: 14059
 DATE PREPARED: 5/13/2013
 EXPIRES: 60 DAYS
 REV:

ATTENTION: MIKE MOORE
 E-MAIL: mcoates@fuse.net
 TELEPHONE: 559-654-1930

SALES REP: AL GUIDI
 E-MAIL: aguidi@mobilcomm.com
 TELEPHONE: 513-595-5800

QUOTATION #: PREPARED BY: Lee Kissell

SCOPE OF WORK: Backup base radios for EOC
 Antennas mount on tower at dispatch building (space is very limited)
 Prevailing Wage
 Kentucky Master Agreement discount applied

Page 1 U:\PROJECTS\019\Pendleton Co furniture upgrade\Pendleton Co Bid for EOC backup radios FINAL.xls

PLEASE NOTE THE FOLLOWING TERMS & CONDITIONS

Title will pass upon shipment, risk of loss will pass upon delivery to purchaser's facility. Ordered equipment may be returned for a full refund, less a 20% restocking fee, if the equipment is returned unused and undamaged, in its original packaging, within thirty (30) days after shipment. Mobilcomm's total liability, arising from the ordered products, will be limited to the purchase price of the products with respect to which losses or damages are claimed. In no event will Mobilcomm be liable for incidental or consequential damages. Unless otherwise stated, prices quoted are valid for sixty (60) days from the date of this quotation. Unless otherwise stated, payment will be due within thirty (30) days after the invoice date.

Safety training and other requirements for Mobilcomm personnel entering the property are not included in this quotation. Additional charges will apply for time and costs encountered by Mobilcomm personnel to enter the property for the performance of the quoted work unless stated as line items in the quotation.

Building and zoning permits and structural engineering that may be required for permits and/or tower mounted antennas are not included in this quotation unless stated as line items in the quotation.

Maintenance (if included) provided labor and parts for the time period stated at the bottom of this quotation. Please read the maintenance agreement for additional conditions that may apply to your particular equipment.

Manufacturer's standard equipment warranty (furnished upon request) applies to all ordered equipment. Mobilcomm disclaims all other warranties with respect to the ordered products, express or implied, including the implied warranties of merchantability and fitness for a particular purpose.

Sales Tax is not included in this quotation. If subject to sales tax, the appropriate tax will be added to the invoice.

Additional charges will apply for any material or labor not included in this document.

Purchase Orders, if required, must be included with the signed copy of this quotation. If the quoted price is acceptable, sign and return one copy to the person that prepared this document.

Confidential for use of the addressee only. This document shall not be reproduced and/or distributed to anyone other than the addressee and required personnel.

If you do not understand this document or the scope of work, please contact the person that prepared this document.

TOTAL PAYABLE TO MOBILCOMM (SALES TAX NOT INCLUDED): \$7,164.75

ACCEPTED BY: Henry W. Bentman PO #: _____
 PRINT NAME: Henry W. Bentman DATE: 5/14/13

Page 2 U:\PROJECTS\019\Pendleton Co furniture upgrade\Pendleton Co Bid for EOC backup radios FINAL.xls

LINE	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1A		VHF Backup Radios		4,586.60
1	2	Motorola CDM1250 Mobile Radio 45 Watt, VHF		
2	2	Desktop Power Supply		
3	2	Desktop Microphone		
4	2	Dipole Single Loop Base Antenna		
5	4	N-F connectors		
6	4	N-M Connectors		
7	160	Antenna line		
8	2	Antenna Surge Protectors		
9	2	Coax Jumper		
10	2	Misc. Grounding and Hardware		
10	1	Installation of two antennas and base radios		
2A		UHF Backup Radio		2,520.15
1	1	Motorola CDM1250 Mobile Radio 40 Watt, UHF		
2	1	Desktop Power Supply		
3	1	Desktop Microphone		
4	1	UHF Single Loop Dipole Base Antenna		
5	2	N-F connectors		
6	2	N-M Connectors		
7	75	Antenna line		
8	1	Antenna Surge Protectors		
9	1	Coax Jumper		
10	1	Misc. Grounding and Hardware		
11	1	Installation of one antenna and base radio		
		SHIPPING:		\$78.00
		PROJECT TOTAL (SALES TAX NOT INCLUDED):		\$7,164.75

Page 3 U:\PROJECTS\019\Pendleton Co furniture upgrade\Pendleton Co Bid for EOC backup radios FINAL.xls

JON GOSNEY ELECTRICAL SERVICES
 PO BOX 99
 INDEPENDENCE, KY. 41051-0099
 (859) 391-6235

Estimate

DATE	ESTIMATE NO.
5/11/2013	13-107

NAME / ADDRESS PENDLETON COUNTY FISCAL COURT 233 MAIN STREET Falmouth, Ky. 41040 Attn: Judge Henry Bertram
--

PO 907164

DESCRIPTION	QTY	COST	PROJECT
			TOTAL
Pendleton County Emergency Operations Center, Dispatch Room Renovation Project,		0.00	0.00
I. Furnish labor and material for the following electrical work. (a). Install a 240 volt, 30 amp. circuit for the new HVAC unit serving the dispatching room.		0.00	0.00
(b). Install a additional circuit breaker panel to serve power for the new HVAC unit and six new circuits for the proposed dispatching equipment.		1,930.00	1,930.00
II. Furnish labor and material to wire and install six additional double duplex wall outlets mounted on each dedicated 120-volt 20 amp. circuit.		2,215.00	2,215.00
Electrical Inspection Fees		175.00	175.00
<i>Approved</i>			
<i>Henry Bertram</i>			
<i>P.O. 907164</i>			
<i>Jon Gosney</i>			
TOTAL			\$4,320.00

In Re: Award ADF Grant Funds to City of Butler

Only one application was submitted for the ADF Grant for this year. Squire Fields made a motion to approve the application submitted by The City of Butler for the purchase of a new cruiser, seconded by Squire Veirs, motion carried.

NOTICE TO THE PUBLIC

Each biennium the Kentucky General Assembly allocates Area Development Funds (ADF) to counties to fund public improvements projects or to purchase capital equipment to benefit the public. The allocation this year is XXXXXXXX.

The Pendleton County Fiscal Court will accept applications for ADF funds from local governments and 501 © 3 organizations until 4:00 p.m. May 3, 2013 at the office of the Judge Executive, Pendleton County Fiscal Court, 233 Main Street, Room 4, Falmouth Kentucky 41040, 859-654-4321, pendjud@fuse.net. After review, award will be made to the successful applicant at the 7:00 p.m. May 14 regular monthly fiscal court meeting.

For more information about the program or to obtain an ADF application, contact the office of the Judge Executive.

Henry Bertram, Judge Executive
 Pendleton County Fiscal Court
 233 Main Street, Room 4
 Falmouth, Kentucky 41040

City of Butler
 BUTLER WATER AND SEWER
 P.O. Box 229
 Butler, Kentucky 41006

CITY PHONE
 859-472-5015

WATER WORKS
 859-472-5031

April 29, 2013

Henry Bertram, Judge Executive
 Pendleton County Fiscal Court
 233 Main Street, Room 4
 Falmouth, KY 41040

Dear Judge Bertram:

Enclosed is the city of Butler's FY - 2013 Area Development Fund (ADF) grant application in the amount of \$ 7,371.00 for funding consideration.

The city seeks ADF funding as a portion of required funds to purchase a 2013 police cruiser.

The city has chosen this project because the city's only police officer has only one police cruiser and must rely on it to maintain proper working order at all times. This current cruiser is a 2001 model in poor condition and continues to require significant repairs, which the city cannot afford to make for such an old vehicle.

The cruiser will be purchased from the state price contract with Freedom Dodge dealership. The total price of the vehicle is \$ 27,725.20.

This is to assure the city will be responsible for the difference between the purchase price and the ADF grant amount. This difference will be \$ 20,354.20.

If you have questions regarding this application or require additional information, please do not hesitate to call my office at 859-472-5015.

Sincerely,

Alice Smith
 Alice Smith, Mayor
 City of Butler

C: Butler City Council
 NKADD

Enc.

ADF Application
Governor's Office for Local Development

Project Information
 Project Title: Police Cruiser Replacement
 Total Amount Requested: \$ 7,371 Total Project Cost: \$ 27,725.20 ADD: NKADD
 County: Butler

Type of Project (for example - construction purchase of equipment purchase, etc.):
Equipment Purchase

Start Date: June 1, 2013 End Date: July 1, 2013

Grantee Information
 Legal Applicant / Funding Recipient (entity that will execute MOA): City of Butler
 Mailing Address: 102 Front Street, P.O. Box 229, Butler, Kentucky 41006
 City/State/Zip Code: _____ Office Phone: 859-472-5015
 Office Fax: _____ E-mail Address: _____
 Official's Name/Title: Alice Smith County: Butler

Project Contact
 Application Contact Person (consultant, area development district, etc.): All Marshall
 Mailing Address: 202 Main St
 City: Falmouth State: KY
 Zip Code: 41040 Office Phone: 859-656-8162
 Office Fax: _____ E-mail Address: all.marshall@nkadd.org
 Project Contact Person: All Marshall

Detailed Scope of Work
 Provide a description of the project detailing all relevant project information including but not limited to the proposed project activities, a justification for project funding, any needs to be addressed by the project excepted results and public benefit to be derived from the project. Additional pages may be added if needed.
 The city has chosen this project because the city's only police officer has only one police cruiser and must rely on it to maintain proper working order at all times. This current cruiser is a 2001 model in poor condition and continues to require significant repairs, which the city cannot afford to make for such an old vehicle.
 The cruiser will be purchased from the state price contract with Freedom Dodge dealership. The total price of the vehicle is \$ 27,725.20.

Project Scope and Budget
 Governor's Office for Local Development
 Page 1 of 2

This is to assure the city will be responsible for the difference between the purchase price and the ADF grant amount. This difference will be \$ 20,354.20.

Project Funds

List project funds that will be used for project completion.

Funding Source	Status	Amount
ADF	Pending	7,371.00
Local	Confirmed	20,354.20

Signature

Please check that Statement of Assurance is attached and sign to certify that all information is complete and correct.

Statement of Assurances, Detailed Cost Estimates, Public Bids (if applicable), ADD Board Minutes are included in this application.

To the best of my knowledge and belief, information in the application is true and correct.

I am aware that the proposed project may be removed from further consideration should it be determined that there are significant discrepancies in the information provided, and/or false, inaccurate or incomplete information has been given.

Signature Alice Smith Date 5-2-13

Governor's Office for Local Development
 1024 Capitol Center Drive, Suite 340 • Falmouth, KY 40301
 Phone: 502-473-2382 • Toll Free: 800-348-6906 • Fax: 502-473-0175 • www.gold.ky.gov

Project Scope and Budget
 Governor's Office for Local Development
 Page 2 of 2

In Re: Approve Athletic Park Maintenance Projects

Squire Fogle made a motion, seconded by Squire Fields to approve the athletic park maintenance projects as presented, motion carried.

Pendleton Athletic Park Maintenance Items			
Item	Bid Awarded	Budgeted Amount	
General Maintenance of Grounds	David Ritchie	\$4840	51840
Items for general upkeep and repair of Athletic Park buildings, equipment and fixtures. Bids also received from Larry Bowling and No bid from Mark Wilder.			
Football Fence	Mills Fencing	\$7600	6595
Football fence to help with the economic viability of Youth Football and MS Recreation Spring Soccer programs and safety of youth at games and practices. The fence allows for two entry points (either end of the fence line). That allows for better security at home games. Presently, kids playing behind the bleachers are able to run in and out of the parking lots at McDonald's and CVS creating potentially dangerous situations. Also, the fence would provide protection from a wayward vehicle in the CVS or McDonald's parking lots from making its way to the youth grounds. Fence would run from parking, wooden poles at the bottom of the little hill short of the turn on the sidewalk past the bleachers.			
The additional amount budgeted is to cover any additional expenses with utility lines or property lines.			
Project was proposed to David Ritchie, Larry Bowling and Mark Wilder with no bids being received.			
Fence for Softball/Baseball	Mills Fencing	\$990	990
Fence with gate to block access to the river for little children that are at fields for practice/games.			
Project was proposed to David Ritchie, Larry Bowling and Mark Wilder with no bids being received.			
Restoration of Football Goal Posts	Miles Body Shop	\$3500	3500
Rust removed and repainted.			
Project was proposed to Shields Body Shop but no bid was received.			
Restoration of Soccer Goal Posts	Shields Body Shop	\$1300	1300
Rust removed, weak/broken joints welded and painted.			
Bids received from Larry Bowling, Miles Body Shop and David Ritchie.			
Lights on Tennis Courts	City of Falmouth	\$800	0
Total	Replacement of 20 burnt out lights at tennis courts. Lights come in packs of 6, purchasing 18.	\$19,930	17,225
			2350
			19,475
			Mulcott

In Re: Approve the Appointment of Jimmy Roseberry to the Cemetery Board

Squire Veirs made a motion to approve the appointment of Jimmy Roseberry to the Cemetery Board, seconded by Squire Fields, motion carried.

In Re: Second Reading of the Flood Damage Ordinance

Judge Bertram read in summary form an Ordinance relating to Flood Damage Prevention and Providing for fines and/or incarceration for violation. Squire Fields made a motion approving the second reading of this ordinance seconded by Squire Fogle, motion carried.

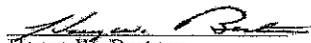
NOTICE AS TO READING AND SUMMARY OF ORDINANCE

Notice is hereby given that the Fiscal Court of Pendleton County, Kentucky, at a meeting held at 7:00 PM on April 9, 2013, in the Pendleton County Fiscal Court Chambers, 233 Main Street, Falmouth, Kentucky 41040, did give first reading to the following summary of a flood damage ordinance and will be consider for second reading and passage on May 14, 2013 at 7:00 PM in the same above location and enactment upon second publication of the following Ordinance:

ORDINANCE NO. _____

This Ordinance shall apply to all areas of special flood hazard within the jurisdiction of Unincorporated Pendleton County, as identified by the Federal Insurance Administration, and mandates that no structure or land in said areas shall hereafter be located, or extended, converted or structurally altered without compliance with its provisions; requires the obtaining of a permit from the County Judge/Executive/Mayor as administrator and the Kentucky Division of Water; permitting of manufactured homes within areas of special flood hazard; requires that all new construction and substantial improvements be constructed with materials and utility equipment resistant to flood damage; provides that in all areas of special flood hazard, the lowest floor of any residential structure constructed or substantially improved shall have the lowest floor elevated to or above base flood elevation; and provides penalties of \$250.00 or imprisonment of not more than 30 days for each day a violation of this Ordinance continues.

The full text of the Ordinance is on file in the Office of Judge/Executive, 233 Main Street, Falmouth, Kentucky 41040 where it may be inspected.


Henry W. Bertram
Pendleton County Judge/Executive

In Re: Approve Jailer Copier Lease Agreement

Squire Veirs made a motion to a lease agreement for a copier for the Jailer, Squire Fogle seconded the motion, motion carried

Sales Rep Name		DATE		Purchase Order Number		
M. LOOS		5/6/13				
Sales Type: <input type="checkbox"/> Exchange <input type="checkbox"/> Lease <input type="checkbox"/> Rental <input type="checkbox"/> Cash Op <input type="checkbox"/> Demo <input type="checkbox"/> Pickup <input type="checkbox"/> Sold <input type="checkbox"/> Lease <input type="checkbox"/> Rental <input type="checkbox"/> Cash Op <input type="checkbox"/> Demo <input type="checkbox"/> Pickup		Major Acc: <input type="checkbox"/> OEM <input type="checkbox"/> NIPA <input type="checkbox"/> SMAP				
Company: PENDLETON COUNTY FISCAL COURT		Contact: VICKY KING				
Address: 233 MAIN ST		City/State/Zip: FALMOUTH KY 41040		Phone: 8541544321		
County: PENDLETON		City/State/Zip: FALMOUTH KY 41040		Phone: 8541544321		
Qty	Item or Supply Number	Model / Description	Serial Number	ID#	Unit Price	Extended Price
1	LEXMARK	XM 1145				
MACHINE TO BE LOCATED IN JAIL OFFICE SAME BLDG. AS FISCAL COURT						
Toner: <input type="checkbox"/> BLACK <input type="checkbox"/> CYAN <input type="checkbox"/> MAGENTA <input type="checkbox"/> YELLOW						
Developer: <input type="checkbox"/> BLACK <input type="checkbox"/> COLOR						
Trade In						
Requested Delivery Date: 5/17/2013		Does the customer have proper electrical requirements? <input type="checkbox"/> Y <input type="checkbox"/> N		Does the system require a network installation? <input type="checkbox"/> Y <input type="checkbox"/> N		SUB TOTAL
Is the customer purchasing a maintenance agreement? <input type="checkbox"/> Y <input type="checkbox"/> N		Will Millennium IT be needed for network installation? <input type="checkbox"/> Y <input type="checkbox"/> N		If "Yes", how many?		SALES TAX
Are there steps? <input type="checkbox"/> Y <input type="checkbox"/> N						(TRADE IN)
Delivery instructions / Comments:						SHIPPING
						TOTAL
						MGR APPROVAL
Customer Signature: <i>[Signature]</i>						



Millennium Business Systems
 11085 Montgomery Road
 Cincinnati, OH 45249
 Phone (513) 924-9600
 Fax (513) 924-0042
 www.GetMillennium.com

**Proposal and Investment Plan
 for
 Pendleton County Fiscal Court**

The contents of this proposal are confidential and intended for the use of Pendleton County Fiscal Court only. The contents herein may not be reproduced without the specific written permission of Millennium Business Systems. This is a proposal only and informative in nature. Actual contract terms and conditions, as well as final pricing, will be submitted upon your request.

Pricing in this proposal is good 30 days from May 6, 2013

For: **Vicky King**
 By: **Michael K. Loos**

Date: **May 6, 2013**

www.GetMillennium.com



Millennium Business Systems
 11085 Montgomery Road
 Cincinnati, OH 45249
 Phone (513) 924-9600
 Fax (513) 924-0042
 www.GetMillennium.com

May 6, 2013

Vicky King
 Pendleton County Fiscal Court
 233 Main St.
 Falmouth, KY 41040

Dear Vicky,

Thank you for considering Millennium Business Systems to help you in your upcoming copier decision. Based on our phone conversations, I am submitting the following proposal for your approval.

When selecting a piece of equipment, there are many variables you need to consider: the company, the features of the product, the quality of the product, the financing available, the cost to obtain the equipment, and the service support you will receive. Each company or individual has their own criteria when making a long-term decision, but we feel that Millennium Business Systems can offer you a complete solution to your needs.

Millennium Business Systems has been in business since the year 2000, hence the name. Our value proposition is to help our clients reduce their operating costs associated with printing without sacrificing technology and/or customer service and support.

To continue to grow as we have over the past 10 years we need to have complete Client Satisfaction. Our "Performance Protection Program" ensures your satisfaction now and into the future (details on this program are included within the proposal).

I appreciate the opportunity to propose a solution for Pendleton County. I look forward to the opportunity to implement our programs and solutions.

Sincerely,

Michael K. Loos
 Account Manager



Millennium Business Systems
 11088 Montgomery Road
 Cincinnati, OH 45249
 Phone (513) 924-9600
 Fax (513) 924-0042
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**Proposal and Investment Plan
 for
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Pricing in this proposal is good 30 days from May 6, 2013

**For: Vicky King
 By: Michael K. Loos**

Date: May 6, 2013

www.GetMillennium.com

In Re: Approve Part Time Employee at Animal Shelter (Taylor McClanahan)

Bill Fairfield was present to give the court an update on the landslide at the Rumpke Landfill. He informed the court that he would keep them informed if any changes should occur.

In Re: Transfers

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

**PENDLETON COUNTY FISCAL COURT
 TUESDAY MAY 14, 2013
 7:00 PM**

COURT ORDERED TRANSFERS

General Fund

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

01-5001-445	Co. Judge/Exec. Office Supplies	\$ 800.00
01-5025-499	Other Supplies	\$ 20.00
01-5080-411	Custodial Supplies	\$ 750.00
01-5081-571	Judicial Center Renewal & Repairs	\$3,000.00
01-5205-578	Dog Kennel Utilities	\$ 800.00
01-5210-455	SW Petroleum Products	\$ 150.00
01-5210-468	Recycling & Landfill Supplies	\$ 25.00
01-9100-539	Legal Notices	\$ 900.00

LGFA Fund

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

04-5135-446	Function Specific Equipment & Supplies	\$7,000.00
04-5135-499	Other Supplies	\$ 60.00
04-5135-705	Data Processing Equipment	\$ 215.00

INTERFUND TRANSFERS

Transfer from General Fund to Jail Fund	\$60,000.00
Transfer from General Fund to 911 Fund	\$30,000.00

Henry W. Bertram

Vicky J. King

In Re: Payment of Claims

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

Pendleton County Fiscal Court
Voucher Claims Register

General Fund

From: 05/14/2013 To: 05/14/2013

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	11-5015	Vendor ST. ELIZBUS ST. ELIZABETH BUSINESS HEALTH CENTER				
11-0114	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	874652	907105	DRUG SCREEN - J. BLOOMFIELD	44.00
		Printed On Check 016046				44.00
Voucher No.	11-5016	Vendor OFFICEDEPO OFFICE DEPOT				
11-0114	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	656402987001	907084	JUDGES OFFICE SUPPLIES	244.12
11-0114	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	653793288001	903985	JUDGES OFFICE SUPPLIES	81.34
		Printed On Check 018047				325.48
Voucher No.	11-5017	Vendor HENRY BERT HENRY BERTRAM				
11-0114	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES		907035	REIMBURSEMENT FOR OFFICE SUPPLIES	21.19
		Printed On Check 018048				21.19
Voucher No.	11-5018	Vendor MODERN LEA MODERN LEASING				
11-0114	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES		907044	INVOICE 227358714 COPIER LEASE JUDGES OFFICE	821.52
		Printed On Check 018049				821.52
Voucher No.	11-5019	Vendor DONNA ROSE DONNA ROSE COMPANY				
11-0114	01-5010-445-	CO. CLERK OFFICE SUPPLIES	5809	908999	RECORDING MATERIAL-CO CLERK	630.00
		Printed On Check 018050				630.00
Voucher No.	11-5020	Vendor BECKY'S FL BECKY'S FLOWER BASKET				
11-0114	01-5025-499-	OTHER SUPPLIES	005763	907032	SYMPATHY ARRANGEMENT J DEAN	52.00
		Printed On Check 016051				52.00
Voucher No.	11-5021	Vendor NKAPC NORTHERN KY AREA PLANNING COMMISSION				
11-0114	01-5070-399-	PLANNING - COMPREHENSIVE	1286	907018	MARCH FCJPC PLATS	220.00
		Printed On Check 016052				220.00
Voucher No.	11-5022	Vendor D-C ELEVAT D-C ELEVATOR COMPANY, INC.				
11-0114	01-5080-352-	COURTHOUSE ELEVATOR MAINTENANCE	187318	907090	ELEVATOR MAINTENANCE-COURTHOUSE	90.89
11-0114	01-5081-352-	JUDICIAL CENTER ELEVATOR MAINTENANCE	187317	907092	ELEVATOR MAINTENANCE JUDICIAL CTR	128.88
		Printed On Check 018053				214.95
Voucher No.	11-5023	Vendor ARAMARK ARAMARK UNIFORM SERVICES, INC.				
11-0114	01-5080-411-	CUSTODIAL SUPPLIES	543-7108372	908888	APRIL MAT RENTAL COURTHOUSE	165.93
11-0114	01-5080-411-	CUSTODIAL SUPPLIES	543-7108448	908885	APRIL MAT RENTAL COURTHOUSE	165.93
11-0114	01-5080-411-	CUSTODIAL SUPPLIES	543-7111482	906974	ACCT 765432100 COURTHOUSE MATS	165.93
11-0114	01-5086-411-	CUSTODIAL SUPPLIES ANNEX BLDG.	543-7114314	907009	ACCT 765432100 APRIL MAT RENTAL COURTHOUSE	165.93
11-0114	01-5086-411-	CUSTODIAL SUPPLIES ANNEX BLDG.	54-7105973	906888	APRIL MAT RENTAL ANNEX BLDG	15.01
11-0114	01-5086-411-	CUSTODIAL SUPPLIES ANNEX BLDG.	546-7108448	906935	APRIL MAT RENTAL ANNEX BLDG	15.01
11-0114	01-5086-411-	CUSTODIAL SUPPLIES ANNEX BLDG.	543-7111453	908874	ACCT 765432100 ANNEX BLDG MATS	15.01
11-0114	01-5086-411-	CUSTODIAL SUPPLIES ANNEX BLDG.	743-7114315	907009	ACCT 765432100 APRIL MAT RENTAL ANNEX BLDG	15.01
		Printed On Check 016054				723.76

Pendleton County Fiscal Court
Voucher Claims Register

General Fund

From: 05/14/2013 To: 05/14/2013

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	11-5024	Vendor ACE FALMOUTH ACE HARDWARE				
11-0114	01-5080-411-	CUSTODIAL SUPPLIES	593251	907040	ROUNDUP WEED KILLER-COURTHOUSE	14.99
		Printed On Check 018055				14.99
Voucher No.	11-5025	Vendor COOPER COOPER WHOLESALE, INC.				
11-0114	01-5080-411-	CUSTODIAL SUPPLIES	4654	907029	CUSTODIAL SUPPLIES COURTHOUSE	62.06
		Printed On Check 016056				62.06
Voucher No.	11-5026	Vendor JONGOSNEY JON GOSNEY - ELECTRICAL SERVICES				
11-0114	01-5080-571-	COURTHOUSE RENEWALS & REPAIRS	4872	907094	REPAIR ELECTRICAL SWITCH MENS ROOM-COURTHOUSE	163.14
11-0114	01-5080-571-	COURTHOUSE RENEWALS & REPAIRS	4859	907031	REPAIRS COURTHOUSE BOILER ELECTRIC-LABOR-MATERIA	334.43
		Printed On Check 016057				497.57
Voucher No.	11-5027	Vendor SCIOTO SCIOTO, L.L.C.				
11-0114	01-5081-329-	JUDICIAL CENTER CUSTODIAL PERSONNEL	061717	907037	APRIL CLEANING SERVICE	2,636.30
		Printed On Check 016058				2,636.30
Voucher No.	11-5028	Vendor DEBRA DEBRA-KUEMPEL				
11-0114	01-5081-333-	JUDICIAL CENTER MAINTENANCE PERSONEL	00717340	907073	INVOICE 717340-PREVENTIVE MAINTENANCE	1,197.17
11-0114	01-5081-498-	JUDICIAL CENTER BUILDING MAINT SUPPLIES	00718002	907107	INVOICE 718002-RESTOCKING LIGHTBULBS	1,425.00
11-0114	01-5081-571-	JUDICIAL CENTER RENEWALS AND REPAIRS	00718003	907155	REPLACE 3 FLUSHOMATIC KITS, LABOR, FUEL	804.53
		Printed On Check 016059				2,866.70
Voucher No.	11-5029	Vendor JRP J. R. P.				
11-0114	01-5081-393-	JUDICIAL CENTER GROUNDS KEEPER	INV1904	907088	MULCH & MOW-JUSTICE CTR	1,425.00
		Printed On Check 018060				1,425.00
Voucher No.	11-5030	Vendor DEBRA DEBRA-KUEMPEL				
11-0114	01-5081-571-	JUDICIAL CENTER RENEWALS AND REPAIRS	00717105	907038	ELEVATOR SHUNT TRIP BREAKER JUD CTR 2-27-13 QUOTE	2,500.00
		Printed On Check 018061				2,500.00
Voucher No.	11-5031	Vendor MOBILCOM MOBILCOMM INC				
11-0114	01-5085-441-	CO. PROPERTIES - MACHINERY/EQUIPMENT	895598	907033	RADIO MAINTENANCE CONTRACT CO PROPERTIES	75.20
		Printed On Check 016062				75.20
Voucher No.	11-5032	Vendor FLEETONE FLEETONE LLC				
11-0114	01-5091-459-	MAPPING PETROLEUM PRODUCTS		907080	APRIL FUEL MAPPING	80.00
		Printed On Check 016063				80.00
Voucher No.	11-5033	Vendor AMBULTAX PENDLETON CO AMBULANCE TAXING DISTRICT				
11-0114	01-5130-507-	AMBULANCE CONTRIBUTIONS		907059	MAY CONTRIBUTION, AMBULANCE	14,000.00
		Printed On Check 016064				14,000.00
Voucher No.	11-5034	Vendor LICKINGVET LICKING VALLEY VETERINARY SERVICES				
11-0114	01-5205-385-	VETERINARY SERVICE	678	907016	FARM CALL, HERD WORK	130.00
		Printed On Check 016065				130.00

Pendleton County Fiscal Court
Voucher Claims Register

General Fund

From: 05/14/2013 To: 05/14/2013

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	11-5035	Vendor ANIMAL CAR ANIMAL CARE EQUIPMENT & SERVICES, INC				
11-0114	01-5205-403-	ANIMAL FOOD AND SUPPLIES	17880	907023	ANIMAL SHELTER ACO KIT, BITE STICKS, KENNELSOL	429.91
		Printed On Check 016066				429.91
Voucher No.	11-5036	Vendor PETEDGE PETEDGE				
11-0114	01-5205-403-	ANIMAL FOOD AND SUPPLIES	P470164300015	907022	KENNEL LEADS	71.18
		Printed On Check 016067				71.18
Voucher No.	11-5037	Vendor BARNES BARNES HARDWARE AND LUMBER				
11-0114	01-5205-403-	ANIMAL FOOD AND SUPPLIES	691802	906236	DOG FOOD	215.80
		Printed On Check 016068				215.80
Voucher No.	11-5038	Vendor FAMILY FAMILY DOLLAR STORES				
11-0114	01-5205-403-	ANIMAL FOOD AND SUPPLIES		908241	CUSTODIAL SUPPLIES	13.00
11-0114	01-5205-403-	ANIMAL FOOD AND SUPPLIES		909237	DOG AND CAT FOOD	27.30
		Printed On Check 016069				40.30
Voucher No.	11-5039	Vendor ACE FALMOUTH ACE HARDWARE				
11-0114	01-5205-403-	ANIMAL FOOD AND SUPPLIES	39312	906238	5 KEYS MADE	8.65
		Printed On Check 016070				8.65
Voucher No.	11-5040	Vendor FLEETONE FLEETONE LLC				
11-0114	01-5025-429-	FISCAL COURT FUEL		907079	APRIL FUEL - FISCAL COURT	47.57
11-0114	01-5070-455-	P & Z PETROLEUM PRODUCTS		907079	APRIL FUEL - PLANNING & ZONING	33.84
11-0114	01-5205-455-	PETROLEUM PRODUCTS	4262850015	907079	APRIL FUEL ANIMAL CONTROL	400.09
11-0114	01-5210-455-	PETROLEUM PRODUCTS		907079	APRIL FUEL - SOLID WASTE	157.50
		Printed On Check 018071				638.97
Voucher No.	11-5041	Vendor STEVE JOHNS STEPHEN T. JOHNSON				
11-0114	01-5205-573-	ANIMAL SHELTER TELEPHONE		907099	REIMBURSEMENT FOR OCT-MARCH PHONE	268.00
		Printed On Check 016072				268.00
Voucher No.	11-5042	Vendor SUBURBANPR SURURBAN PROPANE				
11-0114	01-5205-578-	DOG KENNEL UTILITIES		907097	GAS CHARGES, ANIMAL SHELTER	322.28
		Printed On Check 016073				322.28
Voucher No.	11-5043	Vendor NAPA CARSON AUTO & TRACTOR SUPPLY, INC.				
11-0114	01-5210-468-	RECYCLING & LANDFILL SUPPLIES	673988	908744	4 BAGS FLOOR DRI	30.12
		Printed On Check 016074				30.12
Voucher No.	11-5044	Vendor GRW ENG GRW ENGINEERS, INC				
11-0114	01-5227-548-	SEWER & WATER - SPECIAL PROJECTS	0036263	907039	PROFESSIONAL SERVICES FOR FEB17-MARCH 30, 2013	1,155.00
11-0114	01-5227-548-	SEWER & WATER - SPECIAL PROJECTS	0036264	907038	PROFESSIONAL SERVICES FEB 17-MARCH 30, 2013	1,255.90
		Printed On Check 016075				2,400.00

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General Fund
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Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Voucher Date	Amount
Voucher No.	11-5045	Vendor	BUTLER		CITY OF BUTLER	05/14/2013	
11-0114	01-5425-507-	CELEBRATIONS, FESTIVALS, PROGRAMS		907017	BUTLER FESTIVAL		500.00
		Printed On Check	016076				500.00
Voucher No.	11-5046	Vendor	BANKOFNEW		THE BANK OF NEW YORK TRUST CO., NA	05/14/2013	
11-0114	01-7700-806-	INTEREST ON LEASE - COLT	193	908992	WATER DISTRICT LEASE PAYMENT #193, INTEREST		175.37
		Printed On Check	016077				175.37
Voucher No.	11-5047	Vendor	FAL OUTLOO		THE FALMOUTH OUTLOOK	05/14/2013	
11-0114	01-9100-539-	LEGAL NOTICES	204	907097	APRIL LEGAL NOTICES		891.05
		Printed On Check	016078				891.05
Voucher No.	11-5048	Vendor	HRA CONTRI		HRA FUND	05/14/2013	
11-0114	01-9400-289-	HRA - FRINGE BENEFITS		907112	GENERAL FUND CONTRIBUTION		1,957.58
		Printed On Check	016079				1,957.58
94 Vouchers Printed Totalling							35,211.30

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Road Fund
From: 05/14/2013 To: 05/14/2013

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Voucher Date	Amount
Voucher No.	11-5049	Vendor	HILLTOP		HILLTOP STONE LLC	05/14/2013	
11-0214	02-6105-409-	CRUSHED STONE & GRAVEL	875345	908805	9.03 TON LIMESTONE-OAK HILL, 10.38 LIMEST LOGANS		173.93
11-0214	02-6105-409-	CRUSHED STONE & GRAVEL	875345	908810	9.85 #2, 10.47 T 304 LIMESTONE-LOGANS TURNAROUND		214.05
11-0214	02-6105-409-	CRUSHED STONE & GRAVEL	874882	906760	6.98 TON #4 LIMESTONE-BUS TURNS		91.15
11-0214	02-6105-409-	CRUSHED STONE & GRAVEL	874882	906769	21.38 TON 304 LIMESTONE-RUTHS COURT		178.59
11-0214	02-6105-409-	CRUSHED STONE & GRAVEL	874882	906765	6.75 TON #4		88.21
11-0214	02-6105-409-	CRUSHED STONE & GRAVEL	875099	906787	14.76 TON #57'S		147.60
11-0214	02-6105-409-	CRUSHED STONE & GRAVEL	876217	906794	7.64 TON CHANNEL LINING, NEW ZION ROAD		97.41
11-0214	02-6105-409-	CRUSHED STONE & GRAVEL	874960	906770	13.56 TON #304 LIMESTONE (BUS TURNS)		113.00
11-0214	02-6105-409-	CRUSHED STONE & GRAVEL	874960	906767	9.55 TON #4 LIMESTONE FOR BUS TURNS		96.93
		Printed On Check	007890				1,203.27
Voucher No.	11-5050	Vendor	SCOTT-GRO		SCOTT-GROSS COMPANY, INC.	05/14/2013	
11-0214	02-6105-447-	ROAD MATERIALS	2832231	907115	OXYGEN CYLINDERS-ROAD		36.50
		Printed On Check	007890				36.50
Voucher No.	11-5051	Vendor	EATON ASPH		EATON ASPHALT	05/14/2013	
11-0214	02-6105-447-	ROAD MATERIALS	30842231 RI	906808	11.37 TON COLD PATCH (STOCK)		1,307.55
		Printed On Check	007891				1,307.55
Voucher No.	11-5052	Vendor	KAFFENBU		KAFFENBARGER TRUCK EQUIPMENT	05/14/2013	
11-0214	02-6105-447-	ROAD MATERIALS	AC20795	907042	8' DUMP BODY PACKAGE FOR 1999 FORD		10,710.00
		Printed On Check	007892				10,710.00
Voucher No.	11-5053	Vendor	KLEEM, INC		KLEEM INC	05/14/2013	
11-0214	02-6105-447-	ROAD MATERIALS	85861	906786	2 FOLDUP SIGNS-MOWING AHEAD		457.70
		Printed On Check	007893				457.70
Voucher No.	11-5054	Vendor	RAPHAELVAR		RAPHAEL VARGIS	05/14/2013	
11-0214	02-6105-447-	ROAD MATERIALS	905803	906790	PARTS & LABOR FORD 3/4 TON PU		775.55
		Printed On Check	007884				775.55
Voucher No.	11-5055	Vendor	D&MDISTRIB		D & M DISTRIBUTING	05/14/2013	
11-0214	02-6105-447-	ROAD MATERIALS	11267	906594	MISC PARTS FOR 7610 FORD TRACTOR MOVER		232.30
11-0214	02-6105-447-	ROAD MATERIALS	11352	906763	MOTOR, PUMP FRIEIGHT		2,162.85
		Printed On Check	007895				2,395.15
Voucher No.	11-5056	Vendor	MOBILCOM		MOBILCOMM INC	05/14/2013	
11-0214	02-6105-447-	ROAD MATERIALS	895700	907034	RADIO MAINTENANCE CONTRACT-ROAD		98.00
		Printed On Check	007896				98.00
Voucher No.	11-5057	Vendor	NORTON		TIM NORTON AUTO SERVICE L.L.C.	05/14/2013	
11-0214	02-6105-447-	ROAD MATERIALS	27850	907095	FUEL PUMP ASSEM. -01 DODGE PU		385.00

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11-0214	02-6105-447-	ROAD MATERIALS	2812	906781	MOUNT USED TIRE (OLD BRUSH CHIPPER)		15.00
11-0214	02-6105-447-	ROAD MATERIALS	27922	906797	TIRES, TUBES FOR 7610 FORD TRACTOR		360.00
		Printed On Check	007897				750.00
Voucher No.	11-5058	Vendor	MARSHALL'S		MARSHALL'S TRACTOR PARTS & SUPPLIES	05/14/2013	
11-0214	02-6105-447-	ROAD MATERIALS		906795	2 - RIMS FOR 7610 FORD TRACTOR		166.00
		Printed On Check	007898				166.00
Voucher No.	11-5059	Vendor	TORCO TEST		TORCO TESTING SERVICES, INC.	05/14/2013	
11-0214	02-6105-447-	ROAD MATERIALS	14933	906788	TESTING SERVICES FORD BUCKET TRUCK		244.00
		Printed On Check	007899				244.00
Voucher No.	11-5061	Vendor	WRIGHTIMPL		WRIGHT IMPLEMENT 1, LLC	05/14/2013	
11-0214	02-6105-447-	ROAD MATERIALS	382052	906778	SPINDLE LUBE, FILTER, FREIGHT (BUSHHOG TRACTORS)		214.53
		Printed On Check	007900				214.53
Voucher No.	11-5062	Vendor	ACE		FALMOUTH ACE HARDWARE	05/14/2013	
11-0214	02-6105-447-	ROAD MATERIALS	39042,39049	906761	PAINTING SUPPLIES, KNEEPADS BREAKROOM		53.87
11-0214	02-6105-447-	ROAD MATERIALS	39224	906772	MOP SWIFFER WET JET, REFILL PAD (BREAK ROOM)		33.98
11-0214	02-6105-447-	ROAD MATERIALS	39225	906779	AA BATTERIES, GLASS CLEANER		5.73
11-0214	02-6105-447-	ROAD MATERIALS	39255	906778	HOBBY PAINT MARKER (BUCKET TRUCK)		3.99
11-0214	02-6105-447-	ROAD MATERIALS	39346	906785	SPRAY PAINT (SPRAY NUMBERS ON CHIPPERS)		9.98
11-0214	02-6105-447-	ROAD MATERIALS	39388	906791	4 KEYS MADE		7.16
11-0214	02-6105-447-	ROAD MATERIALS	39431	906793	TRIMMER BLADES, SHOP WEEDEATER		10.49
11-0214	02-6105-447-	ROAD MATERIALS	39501	906798	WHITE MARKING PAINT		7.49
		Printed On Check	007901				136.74
Voucher No.	11-5063	Vendor	NAPA		CARSON AUTO & TRACTOR SUPPLY, INC.	05/14/2013	
11-0214	02-6105-447-	ROAD MATERIALS	673855	906768	FUEL FILTER, NAPA GOLD FUEL FILTER (BRUSH CHIPPER)		30.84
11-0214	02-6105-447-	ROAD MATERIALS	673884	906769	GREASE GUN 7610 FORD TRACTOR-OIL SEAL 8615 JOHN DR		54.20
11-0214	02-6105-447-	ROAD MATERIALS	673882	906774	NAPA OIL SEAL (BULLET)		20.50
11-0214	02-6105-447-	ROAD MATERIALS	674184	906776	IGN COIL (BUCKET TRUCK)		18.39
11-0214	02-6105-447-	ROAD MATERIALS	674202	906780	DISTRIBUTOR ROTOR (BUCKET TRUCK)		5.55
11-0214	02-6105-447-	ROAD MATERIALS	674337	906782	HOSE END (SHOP)		5.02
		Printed On Check	007902				134.30
Voucher No.	11-5064	Vendor	GEORGEHUST		GEORGE J. HUST CO.	05/14/2013	
11-0214	02-6105-447-	ROAD MATERIALS	68501	906811	LED BAR, WARNING LIGHTS (1000 1 TON DUMP TRUCK)		556.01
		Printed On Check	007903				556.01
Voucher No.	11-5065	Vendor	PETERSONTR		PETERSON TRUCK CENTER	05/14/2013	
11-0214	02-6105-447-	ROAD MATERIALS	690769	906762	GLASS MIRROR, FREIGHT (#3 TRUCK)		77.27

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Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
11-0214	02-6105-447-	ROAD MATERIALS Printed On Check 007904	680672	906784	MIRROR GLASS, FREIGHT	72.48 149.75
Voucher No. 11-5066 Vendor UK UNIVERSITY OF KENTUCKY						Voucher Totals
11-0214 02-6105-447- ROAD MATERIALS Printed On Check 007906						Voucher Date 05/14/2013
Voucher No. 11-5067 Vendor MIDWEST MIDWEST BOTTLE GAS INC.						Voucher Totals
11-0214 02-6105-447- ROAD MATERIALS Printed On Check 007906						Voucher Date 05/14/2013
Voucher No. 11-5068 Vendor ST.ELIZBUS ST. ELIZABETH BUSINESS HEALTH CENTER						Voucher Totals
11-0214 02-6105-447- ROAD MATERIALS Printed On Check 007907						Voucher Date 05/14/2013
Voucher No. 11-5069 Vendor RIVER TRAC RIVERSIDE TRACTOR & EQUIPMENT LLC						Voucher Totals
11-0214 02-6105-447- ROAD MATERIALS Printed On Check 007908						Voucher Date 05/14/2013
11-0214 02-6105-447- ROAD MATERIALS Printed On Check 007908						Voucher Totals
Voucher No. 11-5070 Vendor HALL SIGNS HALL SIGNS INC.						Voucher Date 05/14/2013
11-0214 02-6105-447- ROAD MATERIALS Printed On Check 007909						Voucher Totals
Voucher No. 11-5071 Vendor ANDER. EQU ANDERSON'S EQUIPMENT CO.						Voucher Date 05/14/2013
11-0214 02-6105-447- ROAD MATERIALS Printed On Check 007910						Voucher Totals
11-0214 02-6105-447- ROAD MATERIALS Printed On Check 007910						Voucher Date 05/14/2013
Voucher No. 11-5072 Vendor KY MOTOR KENTUCKY MOTOR SERVICE FALMOUTH						Voucher Totals
11-0214 02-6105-447- ROAD MATERIALS Printed On Check 007911						Voucher Date 05/14/2013
Voucher No. 11-5073 Vendor WYATT'S WYATT'S SUPERVALU						Voucher Totals
11-0214 02-6105-447- ROAD MATERIALS Printed On Check 007912						Voucher Date 05/14/2013
Voucher No. 11-5074 Vendor BOARD OF EDU PENDLETON COUNTY BOARD OF EDUCATION						Voucher Totals
11-0214 02-6105-455- PETROLEUM PRODUCTS Printed On Check 007913						Voucher Date 05/14/2013
Voucher No. 11-5075 Vendor FLEETONE FLEETONE LLC						Voucher Totals
11-0214 02-6105-455- PETROLEUM PRODUCTS Printed On Check 007914						Voucher Date 05/14/2013
Voucher No. 11-5076 Vendor BANK OF NEW YORK TRUST CO., NA						Voucher Totals
11-0214 02-7700-602- PRINCIPAL ON TRUCK LEASE Printed On Check 007915						Voucher Date 05/14/2013
11-0214 02-7700-606- INTEREST ON TRUCK LEASE Printed On Check 007915						Voucher Totals
Voucher No. 11-5077 Vendor HRA CONTRI HRA FUND						Voucher Date 05/14/2013
11-0214 02-9400-299- HRA - FRINGE BENEFIT Printed On Check 007918						Voucher Totals
						Voucher Date 05/14/2013
						Voucher Totals
						2,191.01
						2,191.01

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Road Fund

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Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
11-0214	02-6105-455-	PETROLEUM PRODUCTS Printed On Check 007914	4252810015	907081	APRIL FUEL -ROAD	1,474.04 1,474.04
Voucher No. 11-5075 Vendor FLEETONE FLEETONE LLC						Voucher Date 05/14/2013
Voucher No. 11-5076 Vendor BANK OF NEW YORK TRUST CO., NA						Voucher Totals
11-0214 02-7700-602- PRINCIPAL ON TRUCK LEASE Printed On Check 007915						Voucher Date 05/14/2013
11-0214 02-7700-606- INTEREST ON TRUCK LEASE Printed On Check 007915						Voucher Totals
Voucher No. 11-5077 Vendor HRA CONTRI HRA FUND						Voucher Date 05/14/2013
11-0214 02-9400-299- HRA - FRINGE BENEFIT Printed On Check 007918						Voucher Totals
						Voucher Date 05/14/2013
						Voucher Totals
						2,044.87
						281.16
						281.16
						27,079.67

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Jail Fund

From: 05/14/2013 To: 05/14/2013

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
11-0314	03-5102-314-	JUVENILE, CONTRACTS WITH OTHER COUNTIES Printed On Check 005920		907019	JUVENILE HOUSING	846.00 846.00
Voucher No. 11-5078 Vendor JUVENILES KENTUCKY STATE TREASURER						Voucher Date 05/14/2013
Voucher No. 11-5079 Vendor BOONE JAIL BOONE COUNTY JAIL						Voucher Totals
11-0314 03-5101-314- CONTRACT WITH OTHER COUNTIES Printed On Check 005921						Voucher Date 05/14/2013
Voucher No. 11-5080 Vendor BIG SANDY BIG SANDY REINAL DETENTION CENTER						Voucher Totals
11-0314 03-5101-314- CONTRACT WITH OTHER COUNTIES Printed On Check 005922						Voucher Date 05/14/2013
Voucher No. 11-5081 Vendor APRIL GILLE APRIL GILLESPIE						Voucher Totals
11-0314 03-5101-399- MISCELLANEOUS CONTRACTUAL SERVICES Printed On Check 005923						Voucher Date 05/14/2013
Voucher No. 11-5082 Vendor SHERIFF PENDLETON COUNTY SHERIFF						Voucher Totals
11-0314 03-5101-399- MISCELLANEOUS CONTRACTUAL SERVICES Printed On Check 005924						Voucher Date 05/14/2013
Voucher No. 11-5083 Vendor MARY GILLES MARY GILLESPIE						Voucher Totals
11-0314 03-5101-399- MISCELLANEOUS CONTRACTUAL SERVICES Printed On Check 005925						Voucher Date 05/14/2013
Voucher No. 11-5084 Vendor SHERIFF PENDLETON COUNTY SHERIFF						Voucher Totals
11-0314 03-5101-455- PETROLEUM PRODUCTS - GAS, OIL, ETC. Printed On Check 005926						Voucher Date 05/14/2013
Voucher No. 11-5085 Vendor FLEETONE FLEETONE LLC						Voucher Totals
11-0314 03-5101-455- PETROLEUM PRODUCTS - GAS, OIL, ETC. Printed On Check 005927						Voucher Date 05/14/2013
Voucher No. 11-5086 Vendor MOBILEMEDI MOBILE MEDICAL RESOURCES, INC.						Voucher Totals
11-0314 03-5101-549- ROUTINE MEDICAL Printed On Check 005928						Voucher Date 05/14/2013
Voucher No. 11-5087 Vendor CLINICAL CLINICAL SOLUTIONS						Voucher Totals
11-0314 03-5101-549- ROUTINE MEDICAL Printed On Check 005929						Voucher Date 05/14/2013
Voucher No. 11-5088 Vendor MIDWESTAUT GLENN STEINKAMP - MIDWEST AUTOMOTIVE						Voucher Totals
11-0314 03-5101-592- MAINTENANCE & REPAIR - VEHICLES Printed On Check 005930						Voucher Date 05/14/2013
11-0314 03-5101-592- MAINTENANCE & REPAIR - VEHICLES Printed On Check 005930						Voucher Totals
						Voucher Date 05/14/2013
						Voucher Totals
						812.36
						812.35
						39.60
						81.10
						120.79

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Jail Fund
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Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Voucher Date	Amount
Voucher No. 11-5089		Vendor KEN KELLS	KEN KELLS			05/14/2013	
11-0314	03-9100-569-	STAFF TRAINING		905833	KYJAILERS MEETING LODGING		167.66
		Printed On Check 005931					167.66
Voucher No. 11-5090		Vendor HOLIDAYUNI	HOLIDAY INN UNIVERSITY PLAZA			05/14/2013	
11-0314	03-9100-569-	STAFF TRAINING		905816	LODGING FOR JAILERS CONFERENCE JUNE 2013		695.60
		Printed On Check 005932					695.60
Voucher No. 11-5091		Vendor HRA CONTRI	HRA FUND			05/14/2013	
11-0314	03-9400-269-	HRA - FRINGE BENEFIT		907109	JAIL FUND CONTRIBUTION		13.50
		Printed On Check 005933					13.50
Voucher No. 11-5104		Vendor DAVIDBRUIN	DAVID BRUIN			05/14/2013	
11-0314	03-5101-336-	EQUIPMENT REPAIR	474079	905832	SEAT COVERS FOR 2013 EXPLORER		250.00
		Printed On Check 005934					250.00
15 Vouchers Printed Totalling							45,254.84

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L.G.E.A. Fund
From: 05/14/2013 To: 05/14/2013

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Voucher No. 11-5092		Vendor MOBILCOM	MOBILCOMM INC			05/14/2013	
11-0414	04-5135-446-	FUNCTION SPECIFIC EQUIPMENT & SUPPLIES	889002	807132	INSTALL OUTDOOR SPEAKER ON MOI TRAILER		192.75
11-0414	04-5135-705-	DATA PROCESSING EQUIPMENT	892170	907133	RENEW FCC LICENSE		35.00
11-0414	04-5135-705-	DATA PROCESSING EQUIPMENT	893534	907131	DISPATCHER HEADSETS		180.81
11-0414	04-5145-336-	MAINTENANCE & REPAIR SERVICE REPEATER	871529	907128	REPAIRED DEFECTIVE CIRCUIT CARD		456.25
11-0414	04-5145-336-	MAINTENANCE & REPAIR SERVICE REPEATER	872573	907129	REPAIRED DEFECTIVE POWER SUPPLY ON NETWORK CLOC		135.00
		Printed On Check 002316					959.61
Voucher No. 11-5093		Vendor HIGHSIERRA	HIGH SIERRA ELECTRONICS			05/14/2013	
11-0414	04-5135-446-	FUNCTION SPECIFIC EQUIPMENT & SUPPLIES	14181	905845	ANTENNA CABLE, SOLAR PANEL, FREIGHT CHARGES		6,877.00
		Printed On Check 002317					6,877.00
Voucher No. 11-5094		Vendor FLEETONE	FLEETONE LLC			05/14/2013	
11-0414	04-5135-455-	EM PETROLEUM PRODUCTS	425281	907135	APRIL FUEL - EMERGENCY MGT.		428.82
		Printed On Check 002318					428.82
Voucher No. 11-5095		Vendor ACE	FALMOUTH ACE HARDWARE			05/14/2013	
11-0414	04-5135-499-	OTHER SUPPLIES	39503	905638	HARDWARE FOR HITCH ON HUMV		58.86
11-0414	04-5135-571-	RENEWALS AND REPAIRS	39273,39287,39507	907152	KEYS, BOLTS, NUTS, CREDIT		1.38
		Printed On Check 002319					60.34
Voucher No. 11-5096		Vendor SILCO	SILCO FIRE PROTECTION CO.			05/14/2013	
11-0414	04-5135-571-	RENEWALS AND REPAIRS	73125	905642	SERVICE EOC FIRE EXTINGUISERS		75.00
		Printed On Check 002320					75.00
Voucher No. 11-5097		Vendor MILES	RODNEY MILES - BODY SHOP			05/14/2013	
11-0414	04-5135-592-	EMERGENCY MANAGEMENT VEHICLE&MAINT	14152	907072	HITCH - MODIFY HUMMER		360.00
		Printed On Check 002321					360.00
6 Vouchers Printed Totalling							8,760.77

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Voucher Claims Register**

911 Fund Fund
From: 05/14/2013 To: 05/14/2013

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Voucher Date	Amount
Voucher No. 11-5098		Vendor MODERN LEA	MODERN LEASING			05/14/2013	
11-7514	75-5145-399-	MISCELLANEOUS CONTRACTUAL SERVICE	227356474	807045	INVOICE 227356474, COPIER LEASE 911		344.79
		Printed On Check 002703					344.79
Voucher No. 11-5099		Vendor MOBILCOM	MOBILCOMM INC			05/14/2013	
11-7514	75-5145-399-	MISCELLANEOUS CONTRACTUAL SERVICE	895568	905644	MAINTENANCE CONTRACT FEB, MARCH, APRIL		2,290.14
11-7514	75-5145-399-	MISCELLANEOUS CONTRACTUAL SERVICE	881293,878443	907425	MAINTENANCE CONTRACT OCT & NOV		1,526.76
11-7514	75-5145-571-	RENEWALS AND REPAIRS	875568	907127	REPLACED DEFECTIVE RADIO UNIT ON STATION 1		315.70
		Printed On Check 002704					4,132.60
Voucher No. 11-5100		Vendor OFFICEDEPO	OFFICE DEPOT			05/14/2013	
11-7514	75-5145-445-	911 OFFICE SUPPLIES	872001,216001,891001	905641	OFFICE SUPPLIES		90.87
		Printed On Check 002705					90.87
Voucher No. 11-5101		Vendor ANGELAWRIG	ANGELA WRIGHT			05/14/2013	
11-7514	75-5145-481-	911 STAFF UNIFORMS		905643	UNIFORM ITEMS REIMBURSEMENT		95.00
		Printed On Check 002706					95.00
Voucher No. 11-5102		Vendor BUNNIES	THERESA PEOPLES / BUNNIES "N" SUCH			05/14/2013	
11-7514	75-5145-481-	911 STAFF UNIFORMS	1658	905640	UNIFORM SHIRTS		210.00
		Printed On Check 002707					210.00
Voucher No. 11-5103		Vendor HRA CONTRI	HRA FUND			05/14/2013	
11-7514	75-9400-299-	HRA - FRINGE BENEFITS		907114	911 FUND CONTRIBUTION		915.47
		Printed On Check 002708					915.47
6 Vouchers Printed Totalling							5,775.73

In Re: Adjournment

A motion was made by Squire Fields, seconded by Squire Veirs that this meeting be adjourned to meet again in regular session on May 28th, 2013, subject to any called meetings, motion carried.

ATTEST:

Pendleton County Judge/Executive

Pendleton County Fiscal Court Clerk

