

PENDLETON COUNTY FISCAL COURT
MAY TERM
MAY 27, 2014
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: Agenda

Judge Bertram presented the agenda for this meeting and ask that it be amended to include item 7A – County Road Aid Agreement and Resolution. Squire Veirs made a motion to approve the agenda as amended, seconded by Squire Fields, motion carried.

In Re: Approval of Minutes

Minutes of the May 2nd, 2014 special called meeting and the May 13th, 2014 meeting were presented to the court by fiscal court clerk Vicky King, whereby Squire Veirs made a motion, seconded by Squire Fogle that the minutes be approved as presented, motion carried.

In Re: Approval of Treasurer's Report

Pendleton County Treasurer, Vicky King presented the court with a written report for the month of April at the May 13th, 2013 meeting. Squire Fogle made a motion, seconded by Squire Fields that this report be approved as presented, motion carried.

In Re: Approve Seasonal Road Employees

Squire Fields made a motion, seconded by Squire Veirs that Dallas Emery and Brennen Taylor be hired as seasonal road department employees, motion carried.

In Re: County Road Aid Agreement and Resolution

The 2014 County Road Aid Agreement and Resolution authorizing Judge Bertram to accept the agreement were presented to the court, whereby Squire Veirs made a motion seconded by Squire3 Fogle authorizing Judge Bertram to accept and sign the agreement and resolution, motion carried.

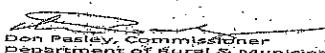

Steven L. Beshear, Governor
TRANSPORTATION CABINET
Frankfort, Kentucky 40622
www.transportation.ky.gov
April 30, 2014
Michael W. Hancock, P.E., Secretary

Dear Judge:

Attached you will find the proposed County Road Aid Cooperative Agreement and Resolution for FY 2015. If you desire to continue in the Cooperative Program, please have your fiscal court take action on this Agreement at your earliest convenience. The ORIGINAL signed Agreement and a copy of the Resolution should be returned to the address below by June 15, 2015. If you have any questions, please contact my office by phone 502.564.2060.

Kentucky Transportation Cabinet
Department of Rural & Municipal Aid
200 Merc Street 6th Floor East
Frankfort, KY 40622

Thank you for your prompt attention to this matter.

Sincerely,

Don Pasley, Commissioner
Department of Rural & Municipal Aid

Attachments
cc: Rick Long, Executive Director
Office of Rural and Secondary Roads

RESOLUTION

Fiscal Court of PENDLETON County

Resolution adopting and approving the execution of a County Road Aid Coop Program Contract between the Fiscal Court and the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid, for the fiscal year beginning July 1, 2014, as provided in the Kentucky Revised Statutes and accepting all roads and streets referred to therein as being a part of the County Road System.

Be it resolved by the Fiscal Court that:

The Fiscal Court does hereby accept all roads and streets referred to in said contract as being a part of the County Road System; and

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

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

Page 1 of 2

The vote taken on said Resolution, the result being as follows:

<u>AYES</u>	<u>NAYS</u>

COMMONWEALTH OF KENTUCKY) SS PENDLETON)

I, _____, County 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 _____, 2014.

SIGNED _____

CLERK OF PENDLETON COUNTY

Page 2 of 2

COUNTY ROAD AID COOPERATIVE PROGRAM AGREEMENT

THIS AGREEMENT, entered into as of the date of the signature below of the Secretary of the Transportation Cabinet, is made by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid ("the Department"), and the Fiscal Court of PENDLETON County, Kentucky (the "County").

WHEREAS, Kentucky Revised Statutes (KRS) § 177.320(2) provides that 18.3% of revenue resulting from the imposition of motor fuel taxes on taxpayers pursuant to KRS § 138.220(1)(2), KRS § 138.660(1)(2), and KRS § 234.320 shall be set aside for the construction, reconstruction, and maintenance of county roads and bridges provided by KRS 179.410 and 179.415, ("County Road Aid Funds"); and

WHEREAS, the County has accepted an invitation from the Department to allow it to participate in a cooperative program to aid the County in the construction, reconstruction, and maintenance of certain roads and bridges using its share of the County Road Aid Funds apportioned to it by the Department as provided below (the "Cooperative Program"); and

NOW THEREFORE, in consideration of the terms and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Department and the County agree as follows:

1. Apportionment of County Road Aid Funds. The County's apportionment of County Road Aid Funds shall be based on revenue estimates supplied by the Office of State Budget Director. For the Fiscal Year beginning July 1, 2014, this amount is \$1,118,294.71 (the "Apportionment"). The Apportionment shall be distributed by the Department to the County in accordance with the terms of this Agreement.

Page 1 of 6

2. Assignment of the Apportionment. The County hereby assigns all of its right, title and interest in and to the Apportionment to the Transportation Cabinet's Division of Accounts for Fiscal Year 2015.

3. Distribution of County Road Aid Funds. The County and the Department agree that the Apportionment shall be distributed by the Department to the County as follows:

a. First Distribution. The Department shall initially distribute to the County sixty percent (60%) of the Apportionment, less three percent (3%) of the Apportionment set aside for the emergency fund below. This initial amount is \$650,848.00.

b. Second Distribution. The Department shall distribute up to and including an additional thirty-five percent (35%) of the Apportionment to the County, less three percent (3%) of the Apportionment set aside for the emergency fund below. The amount of the second distribution will depend on how actual revenues compare to revenue estimates.

c. Final Distribution. The Department shall allocate and distribute the remaining balance of the Apportionment, less three percent (3%) set aside for the emergency fund below. The Final Distribution shall be based on actual revenues tabulated after the end of the fiscal year (June 30).

4. Emergency Fund. The County agrees that three percent (3%) of the Apportionment shall be withheld by the Department in an emergency fund (the "Emergency Fund"). The Emergency Fund shall include three percent (3%) of the total apportionments of all participants in the Cooperative Program, plus any remaining balances from previous fiscal years. The Department, upon written application from a duly authorized representative of the County, may disburse these funds to the County for the purpose of it using said funds for emergency roadway and bridge projects designated by the County. If the actual cost of an emergency

Page 2 of 6

project is less than the amount of Emergency Funds disbursed by the Department, then the County shall reimburse the difference to the Department.

5. Disbursement of Funds. Upon execution of this Agreement, the Department will disburse the foregoing allocated funds directly to the County to pay for materials, labor and equipment necessary for the County to accomplish construction, reconstruction, and maintenance on county roads designated by the County. This assistance is extended insofar as funds are available from the Apportionment. The County shall be responsible for all costs associated with the construction, reconstruction and maintenance of roadways and bridges in excess of the amount of the Apportionment allocated and disbursed by the Department to the County. The Department may assist the County in fulfilling its needs by disbursing funds to the County for materials and work performed by contract, for materials obtained by contract and for the rental or purchase of road maintenance and construction equipment. Any rental rates shall be based on current edition of the "Blue Book for Rental of Equipment" or the Department's official rental rates. The Department may also disburse funds to the County for the hourly rate for personnel who perform the work. This rate may include employee fringe benefits such as leave overlay, retirement, social security, insurance, etc.

6. Use of County Road Aid Funds. The County agrees and certifies that the Apportionment will be expended by the County solely for the purpose of construction, reconstruction, and maintenance of county roads as defined in KRS § 178.010(1)(b).

7. Rights of Way. The County, if required under applicable law, will acquire any rights-of-way contemplated under this Agreement and assumes responsibility for any claims for damages arising from such acquisitions.

Page 3 of 6

8. Indemnification. The County shall fully indemnify, hold harmless and defend the Department from and against all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of, relate to or result from (a) any breach of any representation or warranty of the County contained in this Agreement, (b) any breach of any covenant or other obligation or duty of the County under this Agreement or under applicable law, in each case whether or not caused by the negligence of the Department and whether or not the relevant claim has merit.

9. Reimbursement of Losses. The County will reimburse the Department for losses it may sustain arising out of performance of this Agreement. Such loss as sustained by the Department may be charged to the Apportionment in this or future fiscal years.

10. Termination of Agreement. The Department reserves the right to cancel 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 this Agreement is canceled under this provision, then the County will receive any unpaid portion of the Apportionment from the Department for Local Government.

11. Access to Records. The County acknowledges and agrees that pursuant to KRS § 179.415(3) it shall retain all records of the expenditures of the Apportionment for a period of five (5) years and said records, including any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement [records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent and shall be exempt from disclosure as provided in KRS 61.878(1)(c)], shall be subject to audit by the Department for Local Government or its duly authorized agent and made

Page 4 of 6

accessible by the County to the Department for Local Government or its duly authorized agent for said period of time in order to determine the proper expenditure of said money for the purposes required by KRS § 177.320(2). The County also recognizes that any books, documents, 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 KRS § 61.884.

12. Authorization. The Fiscal Court of the County shall pass a resolution adopting and approving the terms of this Agreement in the form of the resolution attached to this Agreement and made a part hereof. The County Judge/Executive of the County, and the Commissioner of the Department, or their authorized representatives, insofar as their actions are in accord with the laws of the Commonwealth of Kentucky, shall act for their respective parties on all matters arising under this Agreement.

13. Choice of Law and Venue. All questions as to the execution, validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the dates listed below.

PENDLETON COUNTY FISCAL COURT

BY: _____ Date: _____
County Judge/Executive

DEPARTMENT OF RURAL AND MUNICIPAL AID
OFFICE OF RURAL & SECONDARY ROADS

BY: _____ Date: _____
Commissioner

APPROVED AS TO FORM AND LEGALITY:

BY: _____ Date: _____
Office of Legal Services

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

BY: _____ Date: _____
Secretary

In Re: Purchase of EM Truck at Surplus

Mike Moore, EM Director has purchased a truck from Surplus in Frankfort and will be approved when the claims are approved. This was informational only, no action taken,

In Re: Annex Building Roof Bidding Process

Judge Bertram informed the court that the roof on the annex building needs to be replaced. He ask them to approve the bidding process whereby Squire Fields made a motion, seconded by Squire Fogle that the bidding process be approved, motion carried.

Sheriff's Annex Building
Roof Replacement Bid Spec.
Corner of 2nd and Chapel Street
Falmouth, Kentucky 41040

1. Remove old metal roof on both sides
2. Nail down all loose boards
3. Cover and nail down ½ inch O.S.B. plywood both sides
4. Nail down drip edge on both gables and both sides
5. Nail down 15lb felt paper on both sides
6. Nail down Life-Time Dem. Shingles on both sides
7. Install metal vented ridge cap
8. Cover overhang with vinyl soffit and metal trim on both gables and both sides
9. Replace both Gutters with 6" Continuous Gutter with 4" Down Spouts
10. Include any disposal fees

In Re: Health Insurance Self Funded Plan

Squire Veirs made a motion to accept option 1 of the self funded plan with the anticipation of savings of \$27,000.00 annually and dispensing with the \$500.00 annual HRA per employee beginning in 2015 with those employees who opt out of the plan getting 50% of the monthly premium put into their HRA, seconded by David Fields, motion carried.

Squire Fogle made a motion to approve the Interlocal Agreement, seconded by Squire Fields, motion carried.

	DEDUCTIBLE	TOTAL OUT OF POCKET	PREMIUM	ANNUAL PER PERSON	RX CARD	DR. COPAY	ER COPAY	URGENT CARE			
CURRENT	\$ 2,000.00	\$ 4,000.00	\$ 438.95	\$ 5,267.40	10/35/55	\$ 30.00	\$ 300.00	\$ 100.00			TOTAL OUT OF POCKET \$6,000.00
OPTION 1	\$ 500.00	\$ 1,000.00	\$ 406.59	\$ 4,879.08	0/30/75	\$ 20.00	\$ 200.00	\$ 75.00			TOTAL OUT OF POCKET \$1,500.00
OPTION 2	\$ 1,000.00	\$ 2,000.00	\$ 394.22	\$ 4,730.64	0/30/75	\$ 20.00	\$ 200.00	\$ 75.00			TOTAL OUT OF POCKET \$3,000.00
OPTION 3	\$ 2,500.00	\$ 3,000.00	\$ 369.48	\$ 4,433.76	0/50/100	\$ 20.00	\$ 200.00	\$ 75.00			TOTAL OUT OF POCKET \$5,500.00
OPTION 4	\$ 3,500.00		\$ 345.50	\$ 4,146.00	DEDUCTIBLE						PAY 100% UNTIL DEDUCTIBLE IS MET
OPTION 5	\$ 3,000.00		\$ 366.87	\$ 4,402.44	0/50/100	\$ 20.00	\$ 200.00	\$ 75.00			PAY 100% UNTIL DEDUCTIBLE IS MET

*I RECOMMEND OP 2
 And No HRA For Those with INSURANCE / 50% Premium
 For Those with out*

DRAFT
THE NORTHERN KENTUCKY PUBLIC SECTOR
JOINT HEALTH INSURANCE
INTERLOCAL AGREEMENT

This INTERLOCAL COOPERATION AGREEMENT, dated as of the _____ day of _____, 2014, by and between the (Participating Public Entities), is made and entered into by and among such public agencies of the Commonwealth of Kentucky, as shall become signatories hereto.

WITNESSETH:

WHEREAS, local government officials have chosen to provide quality health insurance coverage, and to the citizens which they serve to ensure the most cost effective method of providing such a benefit;

WHEREAS, the Interlocal Cooperation Act, KRS 65.210 to 65.300, specifically authorizes public agencies to jointly exercise any authorities that are delegated to the public agency individually; and which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, and thereby to provide services in a manner that best serves their communities;

WHEREAS, the parties to this agreement have determined it is in the best interests of their districts to utilize the authorities granted by KRS 65.210 to 65.300 to cooperatively work together to provide a partially self-funded health care plan to serve the member entities;

NOW, THEREFORE, it is agreed as follows:

I. Purpose of the Agreement

Consistent with public agencies that choose to provide health insurance coverage to their employees, the signatories to this agreement are expressly utilizing the authorities contained in the Interlocal Cooperation Act to jointly establish and administer a health insurance program. Members adopting and signing this Interlocal Agreement agree to remain in the health insurance pool for at least two (2) plan years. Upon establishment of this program, its Board of Directors (Board) is expressly authorized to oversee and direct the plan as established by the public entities that are party to this agreement.

II. Board of Directors Membership

The membership of the Board for the health insurance program will be comprised of one (1) appointed member by each signatory public entity with each participating public entity having one (1) vote on all matters.

Additional organizations may become members of this Interlocal Agreement by a majority agreement of the Board and by properly adopting and signing this agreement without the need for further amendment to this agreement; provided that any such new member shall remain a member for a period of at least two (2) plan years. For each new public entity that becomes a member they will receive one appointment to the Board.

III. Board Functions and Powers

A. Terms and Meetings

The persons appointed to serve on this Board by their respective public entity shall serve at the pleasure of their appointing entity and continue thereafter until their successor is appointed. Board members must be reappointed by their respective entities annually and may be reappointed for any number of consecutive terms. Any vacancy by reason of death, incapacity, disqualification, or for other reasons, shall be filled by the individual appointing entity. All members of the Board shall serve without compensation, but upon Board approval can be reimbursed for all necessary and reasonable expenses.

The Board will meet at least 2 times per year, on a regularly scheduled basis at the offices of the Northern Kentucky Area Development District offices. The Board shall hold its first meeting as an organizational meeting to approve by-laws and elect officers. Bylaws for the Board must be approved and adopted within 60 days of their first initial meeting. The Board will elect officers consisting of a Chairperson, Vice Chairperson, and Treasurer. The acting Secretary of the Board will be a staff member from the Northern Kentucky Area Development District and will hold no voting powers on the Board. Additional meetings may be scheduled at the discretion of the Board, on an as needed basis or described in the bylaws.

The Board will be required to provide to the Executive Authority of each public entity a year-end report in writing, and sent via US postal mail, a on or before April 1 of each calendar year. At a minimum the year-end report will provide information on the fixed expenses, maximum liabilities, fees, and funding factors. The Board will also be responsible for providing fiscal year premiums and plan details no later than May 1 of each calendar year to each participating entity. The Board shall cause to be prepared a yearly budget and annual audit of all funds.

The Board shall have the authority to contract with such professionals (consultants, accountants, auditors, attorneys, etc.), administrators or providers as the Board may deem necessary or appropriate for the maintenance and operation of the plan and for purposes incidental thereto. Without limiting the powers herein granted to the Board, the Board shall also have the specific authority to purchase liability insurance determined appropriate by the board.

B. Health Benefit Executive Advisory Committee

The Health Benefit Executive Advisory Committee (Advisory Committee) will consist of nine (9) members to include the Chairperson, Vice-Chairperson, Treasurer and six (6) additional Board members serving a two (2) year term appointed by the Board. Terms will run January through December. If a member is appointed to replace a member of the Advisory Committee they will serve out the term of the member being appointed for. The Advisory Committee will meet at least four (4) times per year at the offices of the Northern Kentucky Area Development District, on a regular and as needed basis or as outlined in the bylaws, to discuss and advise the Board on benefit design and cost issues.

C. Third Party Administrator

The Board of Directors may contract with a third party administrator (TPA) to administer the daily operations of the plan. Such TPA will work at the direction and discretion of the Board and shall enter into agreements with this organization to carry out the duties assigned therein.

IV. Duration of Agreement

The term of this agreement shall be July 1, 2014 through June 30, 2025 or until terminated as hereinafter provided.

V. Financing

Costs associated with the plan outlined in this agreement are to be borne by the participating members as follows:

Every participating public entity will submit monthly installments due on the first of each month based on their number of participants and types of coverage determined by a pre-set monthly premium rate. Payments will begin immediately upon membership to the plan. Payments made after the tenth (10th) of the month will carry a late fee of 2%.

The pre-set monthly premium rates approved by the Board will include all cost associated with administering the plan for the plan-year. To the extent that additional funds are necessary, the Board will determine the assessment of these costs to each entity. The Board will be required to notify the Executive Authority of each participating public entity 30 days prior to any vote involving additional assessments above the pre-set monthly premium rates.

Should there be a balance at the end of a plan year the balance will be applied to the next year's fund.

VI. Name

The Board shall be known as the Northern Kentucky Public Entity Joint Health Insurance Board.

VII. Termination of Agreement

Any member of this agreement may terminate its membership by providing written notice to the remaining members 120 days prior notice if its intention to terminate which termination shall not become effective until the end of the then current plan year. In the event a participating member withdraws from this Agreement, the member shall forfeit any partial-month credits. Such participating member will remain responsible for claims processed and paid after their withdrawal for their covered employees and any covered dependents. A terminating member shall forfeit its interest in the plan to the extent there is a balance remaining after the payment of claims.

In the event this Agreement is terminated completely and no members remain party to this Agreement, after all remaining claims have been processed and all outstanding liabilities have been paid any remaining unexpended funds shall be divided proportionally among the remaining members based on the total amount of premiums paid during the previous plan year.

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement by the authorized representatives as of the day and year first above written.

Executive Authority

Name: _____

Title: _____

Representing Public Entity: _____

Date: _____

Signature: _____

Witnessed by:

Name: _____

Title: _____

Date: _____

Signature: _____

In Re: Salt Bid Approval Agreement

Judge Bertram presented the bid for the 2014-2015 season, whereby Squire Fields made a motion to approve Central Salt Agreement at a cost of \$97.25 per ton, seconded by Squire Veirs, motion carried.



May 19, 2014

Judge Executive Henry Bertram
Pendleton County
Pendleton House Courthouse
Falmouth, KY 41040

RE: 2014 - 2015 Road Salt Agreement

Dear Judge Bertram:

Thank you for your acceptance of Central Salt's bid to provide deicing road salt to Pendleton County for the 2014-2015 season.

This letter will confirm that Central Salt will provide bulk deicing salt delivered to your location as specified under the KACO bid at the agreed rate of \$97.25 per ton.

Please sign below to confirm this agreement and email back to dwilliams@centralsalt.com or you may fax to 847-608-8135.

Signature
JUDGE / EXECUTIVE
PENDLETON COUNTY

Date 5/19/14

Feel free to contact me if you have any questions.

Sincerely,

Douglas Williams
Central Salt LLC.

ELGIN OFFICE
385 Airport Road, Suite 108, Elgin IL 60123
888-497-7258 Phone / 847-608-8130 Phone / 847-608-8135 Fax

LYONS MINE OFFICE
1450 State Road 14, Lyons KS 67554
800-877-7258 Phone / 620-257-5624 Phone / 620-257-5052 Fax

Submit Package To: Pendleton County
Bertram, Henry
County Judge/Executive
Pendleton Co, Courthouse
Falmouth, KY 41040
859-654-4321
Fax 859-654-5047

LOT 14: PENDLETON COUNTY, KENTUCKY 41040
QUANTITY: 450 TONS ROAD SALT (ESTIMATED, DELIVERED AS NEEDED)

PRICE: \$ 97.25 Low Bid

This is the lowest bid you placed during the real time reverse auction.

Bid price submitted by: Central Salt LLC
2014 - 2015 KACO Bid

BID CERTIFICATION

RESPONDENT SHALL COMPLETE THE FOLLOWING INFORMATION IN INK AND SUBMIT
Print or type in ink the requested information.

BID SUBMITTED BY:

COMPANY LEGAL NAME: Central Salt LLC
ADDRESS: 385 Airport Road, Suite 108
CITY, STATE, ZIP: Elgin, IL 60123
TELEPHONE: FAX NUMBER: (847) 608-8130 ph (847) 608-8135 fax
CONTACT PERSON: Douglas Williams
E-MAIL: dwilliams@centralsalt.com

CORPORATE HEADQUARTERS LOCATION:

ADDRESS: Same as above
CITY, STATE, ZIP: _____

**** BID DOCUMENT SHALL BE SIGNED BY A REPRESENTATIVE OF THE FIRM AUTHORIZED TO LEGALLY BIND THE FIRM ****

By signing and submitting these bid documents, the undersigned certifies that all information submitted is accurate, that the firm has reviewed the Procurement website for solicitation agenda and incorporated to their bid, that the firm is qualified and willing to provide the items requested, that the firm will state their auction price on Price Bid Page, that the firm declares that they are competent to participate in the Reverse Auction and understand the ORBIS functionality and that the firm will comply with all requirements of the solicitation.

SIGNATURE: DATE: May 7, 2014
PRINTED NAME & TITLE OF AUTHORIZED REPRESENTATIVE SIGNING THE BID
PRINTED NAME: Douglas Williams TITLE: Bid Representative
PHONE: 847-608-8130 FAX: 847-608-8135
E-MAIL: dwilliams@centralsalt.com

In Re: Hallway Flooring Bid Approval

Squire Veirs made a motion to accept Kerlin Brothers estimate of \$3,748.00 (option II) to remove and replace tile and cove base in hallways on 1st floor at back entrance area (sliding door) and all tile beginning at the fire door to Main entrance inclusive, seconded by Squire Fogle motion carried.

KERLIN BROS FLOOR COVERING INC.
P.O. BOX 143
BUTLER, KY. 41006

(859) 472-6961 VOICE
EMAIL : Robert@Kerlinbros.com
FED ID # 61-1182598

FLOOR COVERING PROPOSAL FOR:
PENDLETON CO. COURT HOUSE
C/O HENRY BERTRAM
233 MAIN ST.
FALMOUTH KY 41040

DATE: 05/17/2014

ESTIMATE TO: Replace Vct Tile & CoveBase in hallways 1st floor at back entrance area (sliding door) and all tile beginning at the fire door to Main entrance inclusive.

Option I. Remove all Tile and install a "subfloor bridge" where the concrete subfloor meets the wood subfloor. (where the existing black rubber tile is now). This would be done by recessing the wood subfloor side the thickness of the underlayment (approx 3/16") and overlapping the joint and securing the subfloor to each side. The bridge would extend 1-2 feet on each side of the joint, the length of the joint. This would then be filled and feathered and the new tile installed.

Note: This option is contingent upon the condition of the wood subfloor & concrete, this cannot be determined until enough of the tile is removed to examine its strength.

Total cost for Option I. for the areas mentioned above including Cove base \$3413.00

Option II. Remove all Tile on the concrete subfloor, Furnish & install 1/4 underlayment over existing tile of entire wood subfloor area and bridgeing over the concrete joint.

Note: This option would be stronger however would raise the floor slightly over 1/4 inch (actual underlayment thickness is approx 3/16") plus 1/8 tile thickness.

Total cost for Option II. for the areas mentioned above including Cove base \$3748.00

In Re: Acknowledge Airport Environmental Study

Judge Bertram informed the court that an environmental study has been completed on the airport property and turn around, this was informational only, no action taken.

In Re: Part Time Employee for Animal Shelter

Judge Bertram ask for a motion approving a part time position at the animal shelter for Kevin Smith. Kevin will be working 2-3 hours per week at a rate of \$10.00 per hour. Squire Fogle made a motion approving this employee, seconded by Squire Veirs, motion carried.

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

Dear Judge Bertram,

This letter contains the information you requested for insurance purposes on Kevin Smith.

Kevin is a 19 year old male who, during the 2013-2014 School year has volunteered 2 to 3 hours each week at the Pendleton County Animal Shelter. Kevin is a special education student enrolled at Pendleton County High School. His diagnosis is FDM (Functional Mental Disability) which was a result of a TBI (Traumatic Brain Injury) in a 4 wheeler accident at the age of 10.

During his Junior and Senior year Kevin has been enrolled in the Community Based Work Transition Program (CBWTP) provided through the Kentucky Office of Vocational Rehabilitation. This program provides supervised hands on experience and training to prepare students to join the work force. Kevin completed his Senior year at the Animal Shelter under CBWTP supervision.

Kevin's Special Education folder states the following:

1. Functions Academically at an early elementary level.
2. No disciplinary problems, concerns or behaviors
3. Understands right from wrong
4. Able to Identify danger
5. Cooperative and follows instructions
6. Learns repetitive task well

The same three (3) layers of supervision Kevin had during his volunteer time will also be in place when he is employed at the Animal Shelter. They Are:

1. CBWTP Job coach supplemented by NPI an adult work transition Agency
2. Officer Johnson
3. FFA Student worker

At no time will Kevin be left alone with any dog. His contact with dogs will only happen with approval of one of the above Supervisors.

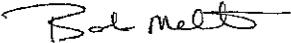
Kevin's job consists of the following:

1. Assisting FFA Student by filling food and water bowls
2. Spraying and cleaning empty dog pens
3. Refilling main food barrel
4. Light cleaning as directed

Please feel free to contact me should you or the Insurance company have any questions.

Sincerely Yours

Bob Melton, CBWTP Job Coach



Henry,

Sounds like a good kid who had a tough break. I don't see any problem if that is what you decide to do.

Thanks!
Joe

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

From: Pendleton Co. Judge/Executive (Henry W. Bertram)
Sent: Friday, May 16, 2014 12:44 PM
To: Greathouse, Joe - KACo
Subject: Young Man

See attached: Let me Know.

Henry

Celebrating 40 years of service! Thank you to our members for making KACo such a success year after year. (1974 - 2014)

This electronic mail transmission is intended solely for the named individual or entity to which it is addressed and may contain information that is confidential, proprietary and/or legally privileged. If you are not the intended recipient, do not read, copy, retain, forward or otherwise disseminate this message or any attachment. If you have received this transmission in error, please notify the Kentucky Association of Counties via reply e-mail and delete all copies of the message and any attachment from your system.

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2014.0.4577 / Virus Database: 3950/7510 - Release Date: 05/17/14

In Re: Judge - Magistrate Conference

Discussion was held regarding who will be attending the upcoming Judge and Magistrate conference. At this time the only two attending will be the Judge and Squire Veirs. This was informational only, no action taken.

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 27, 2014
7:00 PM**

COURT ORDERED TRANSFERS

General Fund

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

01-5065-192	Election Officers Salaries	\$ 170.00
01-5080-411	Custodial Supplies	\$ 150.00
01-5081-329	Judicial Center Custodial Personnel	\$2,100.00
01-5081-571	Judicial Center Renewals and Repairs	\$2,330.00

LGEA Fund

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

04-5135-411	Custodial Supplies	\$ 50.00
04-5135-499	Other Supplies	\$ 186.00
04-5135-592	Emergency Management Vehicle & Maint	\$6,300.00

911 Fund

Transfer from (75-9200-999) Reserve for Transfers to the following accounts:

75-5145-569	911 Staff Training	\$ 500.00
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Henry W. Bertram

Vicky J. King

In Re: Payment of Claims

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

**Pendleton County Fiscal Court
Voucher Claims Register**

General Fund

From: 05/27/2014 To: 05/27/2014

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Voucher Date	Amount
Voucher No. 11-5204		Vendor SCHLUETER JENNY SCHLUETER				05/27/2014	
11-0127	01-5047-576-	TAX ADMINISTRATOR TRAVEL Printed On Check 017094		910284	REIMBURSEMENT-111MILES @ .46 A MILE-KOLA SEMINAR		51.00
						Voucher Totals	51.00
Voucher No. 11-5205		Vendor CO CLERK PENDLETON COUNTY CLERK				05/27/2014	
11-0127	01-5066-192-	ELECTION OFFICERS SALARIES Printed On Check 017095		910277	REIMBURSEMENT-PRIMARY ELECTION POLL WORKER-HENT		150.80
						Voucher Totals	150.80
Voucher No. 11-5206		Vendor STRAUSS STRAUSS & TROY				05/27/2014	
11-0127	01-5070-395-	PLANNING - COMPREHENSIVE Printed On Check 017095		910200	INV 6844210, CONFERENCE RE: PIPELINE ZONING		175.00
						Voucher Totals	175.00
Voucher No. 11-5207		Vendor OFFICEDEPO OFFICE DEPOT				05/27/2014	
11-0127	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES		909972	OFFICE SUPPLIES JUDGES OFFICE		14.44
11-0127	01-5047-445-	TAX ADMINISTRATOR OFFICE SUPPLIES		909972	OFFICE SUPPLIES TAX ADMIN		93.08
11-0127	01-5070-445-	P & Z OFFICE SUPPLIES Printed On Check 017087	708621843001	909972	OFFICE SUPPLIES P & Z		25.46
						Voucher Totals	132.98
Voucher No. 11-5208		Vendor INDUSTRIAL PENDLETON CO INDUSTRIAL AUTHORITY				05/27/2014	
11-0127	01-5075-578-	ECONOMIC DEVELOPMENT UTILITIES Printed On Check 017098		910020	COMMUNITY DEVELOPMENT EXPENSES		160.46
						Voucher Totals	160.46
Voucher No. 11-5209		Vendor COOPER COOPER WHOLESALE, INC.				05/27/2014	
11-0127	01-5080-411-	CUSTODIAL SUPPLIES Printed On Check 017099	14934	910018	CUSTODIAL SUPPLIES-COURTHOUSE		150.18
						Voucher Totals	150.18
Voucher No. 11-5210		Vendor SHADY ACRE JEFFREY ADKINS-SHADY ACRES LANDSCAPING				05/27/2014	
11-0127	01-5080-571-	COURTHOUSE RENEWALS & REPAIRS Printed On Check 017100	7721	910299	MULCHING, ROUNDUP, PREEN, LABOR-COURTHOUSE		1,275.00
						Voucher Totals	1,275.00
Voucher No. 11-5211		Vendor SCIOTO SCIOTO, L.L.C.				05/27/2014	
11-0127	01-5081-329-	JUDICIAL CENTER CUSTODIAL PERSONNEL Printed On Check 017101		910024	INV 5506, GENERAL CLEANING-JUDICIAL CTR		3,153.65
						Voucher Totals	3,153.65
Voucher No. 11-5212		Vendor DEBRA DEBRA-KUEMPEL				05/27/2014	
11-0127	01-5081-571-	JUDICIAL CENTER RENEWALS AND REPAIRS 0749595		910285	INV 00749595-REPLACE LIGHTS IN HOLDING CELL		408.20
11-0127	01-5081-571-	JUDICIAL CENTER RENEWALS AND REPAIRS 0749595 Printed On Check 017102		910285	INV 00749595-MATERIAL FOR FILTERS & BELTS		3,456.00
						Voucher Totals	3,866.20
Voucher No. 11-5213		Vendor WOODYMORG/ ELWOOD MORGAN				05/27/2014	
11-0127	01-5081-571-	JUDICIAL CENTER RENEWALS AND REPAIRS Printed On Check 017103		910288	BRICK REPAIR AT JUSTICE CTR. (ONE THIRD OF COST)		3,033.34
						Voucher Totals	3,033.34
Voucher No. 11-5214		Vendor ANIMAL CAR ANIMAL CARE EQUIPMENT & SERVICES, INC				05/27/2014	
11-0127	01-5205-403-	ANIMAL FOOD AND SUPPLIES Printed On Check 017104		910291	SHIPPING CHARGES FOR DELIVERED ORDER		73.52
						Voucher Totals	73.52

**Pendleton County Fiscal Court
Voucher Claims Register**

General Fund
From: 05/27/2014 To: 05/27/2014

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 11-5216		Vendor GRW ENG	GRWV ENGINEERS, INC			
11-0127	01-5227-546-	SEWER & WATER - SPECIAL PROJECTS	0038282	910023	INV 39292, PROFESSIONAL SERVICES MARCH-APRIL, 2014	1,000.08
		Printed On Check 017105				1,000.08
Voucher No. 11-5218		Vendor BOARD OF EDU	PENDLETON COUNTY BOARD OF EDUCATION			
11-0127	01-5405-346-	RECREATION PROGRAM SUPPORT		910300	MAY RECREATION CONTRIBUTION	2,521.16
		Printed On Check 017106				2,521.16
Voucher No. 11-5217		Vendor YOUTHFAIR	PENDLETON CO YOUTH FAIR			
11-0127	01-5425-607-	CELEBRATIONS, FESTIVALS, PROGRAMS		910286	CONTRIBUTION TO YOUTH FAIR	2,500.00
		Printed On Check 017107				2,500.00
Voucher No. 11-5218		Vendor FALMOUTH	CITY OF FALMOUTH			
11-0127	01-5425-907-	CELEBRATIONS, FESTIVALS, PROGRAMS		910019	JULY PARADE CONTRIBUTION	600.00
		Printed On Check 017108				600.00
Voucher No. 11-5219		Vendor TIGERDIRECT	TIGERDIRECT			
11-0127	01-9100-725-	DATA PROCESSING EQUIPMENT	J74416590101	909968	COMPUTER EQUIPMENT	569.24
		Printed On Check 017109				569.24
Voucher No. 11-5220		Vendor AARP MEDICA	AARP MEDICARE RX ENHANCED (PDP)			
11-0127	01-9400-205-	EMPLOYEE HEALTH INSURANCE		910231	MEDICARE INSURANCE PAYMENT-H BERTRAM	93.90
		Printed On Check 017110				93.90
17 Vouchers Printed Totalling						19,306.66

Page No 2

**Pendleton County Fiscal Court
Voucher Claims Register**

Road Fund
From: 05/27/2014 To: 05/27/2014

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 11-5221		Vendor REIS	REIS CONCRETE PRODUCTS INC			
11-0227	02-6105-447-	ROAD MATERIALS	183010	910104	24 CYDS READY MIX, FUEL, AIR (ASHCRAFT RD)	2,679.90
11-0227	02-6105-447-	ROAD MATERIALS	183037	910105	5 CYDS READY MIX, FUEL, AIR (ASHCRAFT)	440.00
11-0227	02-6105-447-	ROAD MATERIALS	182882	909595	READY MIX, FUEL (ASHCRAFT ROAD)	1,228.00
11-0227	02-6105-447-	ROAD MATERIALS	182884	910101	READY MIX, FUEL, (ASHCRAFT)	1,141.00
11-0227	02-6105-447-	ROAD MATERIALS	182884	910100	READY MIX, FUEL (ASHCRAFT)	1,402.00
11-0227	02-6105-447-	ROAD MATERIALS	182883	909597	8 CYDS READY MIX, FUEL, (ASHCRAFT)	866.00
		Printed On Check 009440				866.00
Voucher No. 11-5222		Vendor TORCO TEST	TORCO TESTING SERVICES, INC.			
11-0227	02-6105-447-	ROAD MATERIALS	16254	910021	STRUCTURAL TEST - TRUCK #1	244.00
		Printed On Check 009441				244.00
Voucher No. 11-5223		Vendor ENGLISHFO	RON ENGLISH / ENGLISH FOUNDATIONS			
11-0227	02-6105-447-	ROAD MATERIALS	859982	910296	WORK ON OLD BOX CULVERT-ASHCRAFT RD	15,675.00
		Printed On Check 009442				15,675.00
Voucher No. 11-5224		Vendor SURPLUS	KENTUCKY STATE TREASURER			
11-0227	02-6105-441-	MACHINERY AND EQUIPMENT		910293	FUEL TANK FOR ROAD DEPT	250.00
		Printed On Check 009443				250.00
Voucher No. 11-5225		Vendor GRAINGER	GRAINGER			
11-0227	02-6105-447-	ROAD MATERIALS	8430376449	909570	WEB SLING	73.95
		Printed On Check 009444				73.95
Voucher No. 11-5226		Vendor PEND WATER	PENDLETON COUNTY WATER DISTRICT			
11-0227	02-6105-441-	MACHINERY AND EQUIPMENT		910301	PICKUP TRUCK-ROAD	1,007.00
		Printed On Check 009445				1,007.00
Voucher No. 11-5227		Vendor LATONIA	LATONIA BLACKTOP SERVICE, LLC			
11-0227	02-6105-447-	ROAD MATERIALS	1274	910297	GABION BASKET INSTALLED-ASHCRAFT RD	7,000.00
		Printed On Check 009446				7,000.00
Voucher No. 11-5228		Vendor FARM TIRESE	FARM TIRE SERVICE, LLC			
11-0227	02-6105-447-	ROAD MATERIALS		910110	FLAT REPAIR (RIGHT FRONT BUSH NOG)	16.00
		Printed On Check 009447				16.00
Voucher No. 11-5229		Vendor BRIGHTON	BRIGHTON SPRING SERVICE CO., INC.			
11-0227	02-6105-447-	ROAD MATERIALS	11357	910109	REPLACEMENT PARTS FOR #9 TRUCK	1,611.14
		Printed On Check 009448				1,611.14
Voucher No. 11-5230		Vendor K&A EXCAVAT	K & A EXCAVATING LLC			
11-0227	02-6105-447-	ROAD MATERIALS	1018	910282	INV 1018-WORK ON ASHCRAFT ROAD	2,990.00
		Printed On Check 009449				2,990.00

Page No 1

**Pendleton County Fiscal Court
Voucher Claims Register**

Road Fund
From: 05/27/2014 To: 05/27/2014

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 11-5231		Vendor WOODYMORG/	ELWOOD MORGAN			
11-0227	02-6105-447-	ROAD MATERIALS		910287	TAKE DOWN 24 TREES ON GODMAN ROAD	2,400.00
		Printed On Check 008450				2,400.00
Voucher No. 11-5232		Vendor HALL SIGNS	HALL SIGNS INC			
11-0227	02-6105-447-	ROAD MATERIALS	291023	910284	COUNTY ROAD SIGNS	545.42
		Printed On Check 008451				545.42
13 Vouchers Printed Totalling						39,366.01

Page No 2

**Pendleton County Fiscal Court
Voucher Claims Register**

Jail Fund

From: 05/27/2014 To: 05/27/2014

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Voucher Date	Amount
Voucher No.	11-5233	Vendor	GREATAMER GREAT AMERICAN FINANCIAL SERVICES			05/27/2014	
11-0327	03-5101-445	OFFICE SUPPLIES	15298913	910268	COPIER LEASE-JAILER		35.88
		Printed On Check 005154					
Voucher No.	11-5234	Vendor	CLINICAL CLINICAL SOLUTIONS			05/27/2014	
11-0327	03-5101-545	ROUTINE MEDICAL	095155	910015	INMATE MEDS		35.88
		Printed On Check 005155					
Voucher No.	11-5235	Vendor	ANDREW MULC ANDREW T. MULCAHY, DMD			05/27/2014	
11-0327	03-5101-545	ROUTINE MEDICAL	008138	908138	C. RICHIE, SURGICAL REMOVAL & EXTRACTIONS OF TEETH		130.37
		Printed On Check 005156					130.37
3 Vouchers Printed Totalling							291.23

Page No 1

**Pendleton County Fiscal Court
Voucher Claims Register**

L.G.S.A. Fund

From: 05/27/2014 To: 05/27/2014

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Voucher Date	Amount
Voucher No.	11-5236	Vendor	SURPLUS KENTUCKY STATE TREASURER			05/27/2014	
11-0427	04-5135-692	EMERGENCY MANAGEMENT VEHICLE&MAINTN	810352	810352	FORD F350 PICKUP FOR EMERGENCY MANAGEMENT		6,500.00
		Printed On Check 002325					
Voucher No.	11-5237	Vendor	CJS CENTRAL JANITORIAL SUPPLY			05/27/2014	
11-0427	04-5135-611	CUSTODIAL SUPPLIES	81701	910035	JANITORIAL SUPPLIES-SOC		85.80
		Printed On Check 002326					85.80
Voucher No.	11-5238	Vendor	DELLMARKET DELL MARKETING L.P.			05/27/2014	
11-0427	04-5135-440	FUNCTION SPECIFIC EQUIPMENT & SUPPLIES XJDSMT0X4	810034	910034	EM LAPTOP COMPUTER		1,158.98
		Printed On Check 002327					1,158.98
Voucher No.	11-5239	Vendor	FINOPAC FINOPAC			05/27/2014	
11-0427	04-5135-496	OTHER SUPPLIES	843936	910027	CR200-CENY BUCKET HAT		162.15
		Printed On Check 002489					162.15
Voucher No.	11-5240	Vendor	INDUSTRIAL PENDLETON CO INDUSTRIAL AUTHORITY			05/27/2014	
11-0427	04-5075-340	INDUSTRIAL AUTHORITY CONTRIBUTION	810288	910288	QUARTERLY INDUSTRIAL AUTHORITY CONTRIBUTION		6,250.00
		Printed On Check 002528					6,250.00
3 Vouchers Printed Totalling							14,184.03

Page No 1

**Pendleton County Fiscal Court
Voucher Claims Register**

911 Fund Fund

From: 05/27/2014 To: 05/27/2014

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Voucher Date	Amount
Voucher No.	11-5240	Vendor	COMMERCIAL COMMERCIAL ELECTRONICS CORP			05/27/2014	
11-7527	75-5145-389	MISCELLANEOUS CONTRACTUAL SERVICE	28745	910033	DISPATCH VOICE RECORDER ANNUAL MAINTENANCE		1,536.90
		Printed On Check 002865					1,536.90
Voucher No.	11-5241	Vendor	OFFICE DEPOT OFFICE DEPOT			05/27/2014	
11-7527	75-5145-445	OFFICE SUPPLIES	710757608001	910037	OFFICE SUPPLIES		42.86
		Printed On Check 002865					42.86
Voucher No.	11-5242	Vendor	SUNNIES THERESA PEOPLES / SUNNIES "N" SUSHI			05/27/2014	
11-7527	75-5145-481	STAFF UNIFORMS	1994	910040	DISPATCHERS UNIFORMS, T-SHIRTS		182.00
		Printed On Check 002867					182.00
Voucher No.	11-5243	Vendor	SUSAN GIBSON SUSAN GIBSON			05/27/2014	
11-7527	75-5145-609	STAFF TRAINING	002888	910039	MBALS FOR DISPATCH TRAINING COURSE		50.74
		Printed On Check 002888					50.74
Voucher No.	11-5244	Vendor	MICHAEL MIKE MOORE			05/27/2014	
11-7527	75-5145-569	STAFF TRAINING	002889	910041	REIMBURSEMENT FOR LODGING TRAINING		187.85
		Printed On Check 002889					187.85
Voucher No.	11-5245	Vendor	POWERPHONE POWERPHONE INC			05/27/2014	
11-7527	75-5145-860	STAFF TRAINING	39958	910038	BONNIE & TERESA RECERTIFIED		259.00
		Printed On Check 002870					259.00
3 Vouchers Printed Totalling							2,217.95

Page No 1

In Re: Closing Remarks

Squire Veirs updated the court on the progress of the culverts on Flour Creek Road, all should be completed by the end of the week and the wing walls on the bridge should be complete prior to the road being black topped.

In Re: Adjournment

A motion was made by Squire Fields, seconded by Squire Fogle that this meeting be adjourned to meet again in regular session on June 10, 2014 subject to any called meetings, motion carried.

ATTEST:

Pendleton County Judge/Executive

Pendleton County Fiscal Court Clerk