

PENDLETON COUNTY FISCAL COURT
JULY TERM
JULY 14, 2015
COURT MET PURSUANT TO ADJOURNMENT WITH
HONORABLE DAVID S. FIELDS, COUNTY JUDGE/EXECUTIVE
PRESIDING

Members Present: Alan Whaley, Gary Veirs, Bob Fogle and Rick Mineer

Members Absent: None

County Attorney: Jeff Dean

Invocation was given by Squire Veirs with the Pledge of Allegiance being led by Judge Fields.

In Re: Approval of Agenda

Judge Fields presented the agenda for this meeting whereby Squire Fogle made a motion, seconded by Squire Veirs that the agenda be approved as presented, motion carried.

In Re: Approval of Minutes

Minutes of the June 23, 2015 meeting were presented to the court by fiscal court clerk, Vicky King, whereby Squire Veirs made a motion, seconded by Squire Whaley 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 copy of the June 2015 and 4th Quarter fiscal year '15 treasurer's reports. These reports were presented for review with final determination to be made at the next regular scheduled court meeting.

In Re: Bill Mitchell, Economic Development Specialist Update

Bill Mitchell came before the court to update them on Economic Development projects within the county. This was informational only, no action taken.

In Re: Approve RFP(request for proposal)for Cable TV & Telephone

Judge Fields ask for a motion approving the advertising for a RFP (Request for Proposal) for Cable TV and Telephone or both, whereby Squire Whaley made a motion, seconded by Squire Veirs to approve the advertising for an RFP, motion carried.

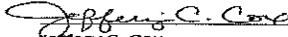
In Re: Bid Opening for Bittersweet Property

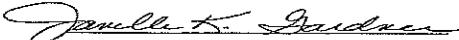
Two bids were received for the property located at 590 Bittersweet Way. The first bid was from Janelle Gardner and Jeffrey Cox in the amount of \$1,580.00 the second and high bid was from Saul Bex in the amount of \$2,501.00. Squire Mineer made a motion, seconded by Squire Whaley to accept the high bid of \$2,501.00, motion carried.

BID FOR PROPERTY AT 590 BITTERSWEET WAY

Jeffery C. Cox and Janelle K. Gardner are submitting a bid in the amount of ~~\$4,500.00~~ for the property located at 590 Bittersweet Way, Butler, KY 41006 consisting of .805 unimproved acres, more or less owned by the Pendleton County Fiscal Court.

Submitted this 15th day of July, 2025:


Jeffery C. Cox


Janelle K. Gardner

Bid Amount \$ 2,501.00

Saul Bex 859-322-5126
240 Lakewood Dr.
Falmouth, Ky 41040

In Re: Bid Opening – Road Materials

Bids on equipment were received from Mark Mulloy excavating, K&A Excavating and Rodney Miles. Squire Whaley made a motion to accept all bids as they all had bid rates for different equipment and to use based on equipment needs, seconded by Squire Mineer, motion carried.

K & A EXCAVATING. LLC

We, at K & A Excavating, would like to submit the following price list to Pendleton County. We would like to be considered for upcoming jobs and projects in the county.

- * Trackhoe \$ 120.00 per hour
- * Backhoe \$ 80.00 per hour
- * Front end track loader \$ 100.00 per hour
- * D3 Bulldozer \$ 80.00 per hour
- * Dumptruck \$ 74.00 per hour

Dump truck is a dirt truck only. Thank you for your consideration. We have our liability insurance and workers compensation with Steve Ammerman at Kentucky Farm Bureau. Please feel free to call with questions.

Thank you,



April LeCrone
859-322-3520
Ken LeCrone
859-743-1262

580 Hardin Road
Falmouth, Kentucky 41010
Ken (859) 743-1262 • April (859) 322-3520

MARK MULLOY EXCAVATING
859-991-9208
O'HARA EXCAVATING
859-446-2207

CONTRACTORS INVOICE

WORK PERFORMED AT:

TO: PENDLETON Co. Fiscal COURT

EQUIPMENT BID COST

DATE 7/13/2015 YOUR WORK ORDER NO. _____ OUR BID NO. _____

DESCRIPTION OF WORK PERFORMED	
<u>EQUIPMENT BIDS PENDLETON Co. Fiscal COURT</u>	
<u>953 C TRACK LOADER</u>	<u>89.⁰⁰ per hr.</u>
<u>140 KOBELCO TRACK HOE EXCAVATOR</u>	<u>110.⁰⁰ per hr.</u>
<u>D5 A DOZER CRAWLER</u>	<u>89.⁰⁰ per hr.</u>
<u>MOBILIZATION</u>	<u>75.⁰⁰ per MILE INJ</u>
<u>M. M. M. 7/13/2015</u>	

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of _____ Dollars (\$ _____).

This is a Partial Full invoice due and payable by: _____ Month _____ Day _____ Year
in accordance with our Agreement Proposal No. _____ Dated _____ Month _____ Day _____ Year

NC3822

CONTRACTORS INVOICE

"Hauling Bid"

Date: July 08 2015
TO: Judge/Executive, Pendleton County Courthouse
233 Main Street
Falmouth, KY 41040
FROM: Rodney Miles
1081 Broadford Road
Falmouth, KY 41040
859-409-4609
REF: Fiscal Year: 2015-2016
Tri Axle Dump Truck \$70 / Hour

Transporting or Trucking of stone and other materials:
Hilltop Stone \$75.00 / Load
Carmeuse Line \$150.00 / Load

Rodney Miles
Rodney Miles
July 8th 2015
Date

In Re: Hazard Mitigation Plan Agreement

Judge Fields ask for a motion approving a resolution regarding the Northern Kentucky Regional Hazard Mitigation Plan. Squire Mineer made a motion to approve the resolution, seconded by Squire Veirs, motion carried.

**PENDLETON COUNTY, KENTUCKY
Resolution No. 0714-1: Memorandum of Agreement
Northern Kentucky Regional Hazard Mitigation Plan**

WHEREAS, certain areas of **PENDLETON COUNTY, Kentucky** are subject to periodic natural hazards, such as flooding, landslides, tornados, thunderstorms, and winter storms that have potential to cause damages to people and properties within the area; and

WHEREAS, the **FISCAL COURT OF PENDLETON COUNTY** desires to prepare and mitigate for such natural hazards; and

WHEREAS, under the Disaster Mitigation Act of 2000, the United States Federal Emergency Management Agency (FEMA) requires that local jurisdictions have in place a FEMA-approved Hazard Mitigation Action Plan as a condition of receipt of certain future Federal mitigation funding; and

WHEREAS, the Northern Kentucky Regional Hazard Mitigation Plan will be developed in accordance with the regulations of the Disaster Mitigation Act of 2000 and guidance provided by the Federal Emergency Management Agency; and

WHEREAS, to assist cities and counties in meeting this requirement, the Northern Kentucky Area Development District will facilitate the development of a multi-jurisdictional Hazard Mitigation Plan covering member jurisdictions of the Northern Kentucky Area Development District including **PENDLETON COUNTY, Kentucky**; and

WHEREAS, a designated representative of the Pendleton County Fiscal Court will participate in the Hazard Mitigation Planning process:

NOW, therefore, be it resolved, that the **PENDLETON COUNTY FISCAL COURT** hereby:

1. Agrees to cooperate in a working relationship between all Participating Jurisdictions in the development and implementation of the NKADD Regional Hazard Mitigation Plan, in accordance with Title 44 of the Federal Code of Regulations (CFR) Part 201.6, including sending representatives to the Local Planning Mitigation Committee meetings.
2. Accepts the Memorandum of Agreement and attached Work Program, Tasks and Finished Products as a commitment to the Regional Hazard Mitigation Planning Process.
4. Agrees to formally adopt the NKADD Regional Hazard Mitigation Plan after a thorough planning process and the final approval of the Regional Hazard Mitigation Oversight Committee, consisting of County Judge/Executives and Emergency Management Directors.

Adopted on _____

Certified by: _____ SEAL
Judge Executive

Attested by: _____ Date: _____
Fiscal Court Clerk

Regional Hazard Mitigation Plan

drafted by



Emily Carnahan
Community Development
Specialist

22 Spinal Dr.
Florence, KY 41042

Phone: 858-283-1885
E-mail: emily.carnahan@nkadd.org

The NKADD has been awarded a grant from the Federal Emergency Management Agency to prepare a multi-jurisdictional hazard mitigation plan.

Mitigation plans form the foundation for a community's long-term strategy to reduce disaster losses and break the cycle of disaster damage, reconstruction, and repeated damage. The Participating Jurisdictions (all of those in the NKADD area) in this mitigation planning process will benefit by:

- ◊ Identifying cost effective actions for risk reduction;
- ◊ Directing resources on the greatest risks and vulnerabilities;
- ◊ Building partnerships by involving people, organizations, and businesses;
- ◊ Increasing education and awareness of hazards and risk;
- ◊ Aligning risk reduction with other community objectives; And
- ◊ Providing eligibility to receive federal hazard mitigation grant funding and lower flood insurance rates through the CRS program.

NKADD will act as the Lead Community for the NKADD Regional Hazard Mitigation Plan. The Participating Jurisdictions authorize the Lead Community to manage and facilitate the planning process.

The Participating Jurisdictions are asked to sign a Memorandum of Agreement that outlines the planning scope and process.

The Participating Jurisdictions are also asked to send officials and staff with knowledge of hazards, emergency management, and/or mitigation activities to the Local Planning Mitigation Committee in their county.



MEMORANDUM OF AGREEMENT

I. Purpose

A Memorandum of Agreement (MOA) is hereby executed between the participating jurisdictions in the Northern Kentucky Area Development District Regional Hazard Mitigation Plan. Participating Jurisdictions in this MOA are as follows:

NKADD	Grant County
Boone County	City of Corinth
City of Florence	City of Crittenden
City of Union	City of Dry Ridge
City of Walton	City of Williamstown
Campbell County	Kenton County
City of Alexandria	City of Bromley
City of Bellevue	City of Covington
City of California	City of Crescent Springs
City of Cold Spring	City of Crestview Hills
City of Crestview	City of Edgewood
City of Dayton	City of Esmere
City of Fort Thomas	City of Erlanger
City of Highland Heights	City of Fairview
City of Melbourne	City of Fort Mitchell
City of Mentor	City of Independence
City of Newport	City of Kenton Vale
City of Silver Grove	City of Lakeside Park
City of Southgate	City of Ludlow
City of Wilder	City of Park Hills
City of Woodlawn	City of Ryland Heights
Carroll County	City of Taylor Mill
City of Carrollton	City of Villa Hills
City of Ghent	Owen County
City of Prestonsville	City of Gratz
City of Sanders	City of Monterey
City of Wertheville	City of Owenton
Salisbury County	Pendleton County
City of Glencoe	City of Butler
City of Sparta	City of Falmouth
City of Warsaw	

The purpose of this MOA is to establish commitment from and a cooperative working relationship between all Participating Jurisdictions in the development and implementation of the NKADD Regional

Hazard Mitigation Plan. In addition, the intent of this MOA is to ensure that the multi-jurisdictional hazard mitigation plan is developed in accordance with Title 44 of the Federal Code of Regulations (CFR) Part 201.6; that the planning process is conducted in an open manner involving community stakeholders; that it is consistent with each participating jurisdiction's policies, programs and authorities; and it is an accurate reflection of the community's values.

This MOA sets out the responsibilities of all parties. The MOA identifies the work to be performed by each participating jurisdiction, planning tasks, schedules, and finished products are identified in the Work Program and Schedule. The plan created as a result of this MOA will be presented to the governing body of each participating jurisdiction for adoption.

II. Background

Mitigation plans form the foundation for a community's long-term strategy to reduce disaster losses and break the cycle of disaster damage, reconstruction, and repeated damage. The Participating Jurisdictions in a mitigation planning process would benefit by:

- Identifying cost effective actions for risk reduction;
- Directing resources on the greatest risks and vulnerabilities;
- Building partnerships by involving people, organizations, and businesses;
- Increasing education and awareness of hazards and risk;
- Aligning risk reduction with other community objectives; and
- Providing eligibility to receive federal hazard mitigation grant funding.

The NKADD has received a grant from the Federal Emergency Management Agency to prepare a multi-jurisdictional hazard mitigation plan in accordance with 44 FEMA requirements at 44.C.F.R. 201.6.

III. Planning Team Responsibilities

NKADD will act as the Lead Community, and will assign a Chairperson of the Planning Team for the NKADD Regional Hazard Mitigation Plan. The Participating Jurisdictions authorize the Lead Community to manage and facilitate the planning process in accordance with the Work Program and Schedule.

The Participating Jurisdictions understand that representatives must engage in the following planning process, as more fully described in the *Local Mitigation Planning Handbook* (FEMA, 2012), including, but not limited to:

- Develop the Work Program and Schedule with the Planning Team;
- Organize and attend regular meetings of the Planning Team;
- Assist the Planning Team with developing and conducting an outreach strategy to involve other planning team members, stakeholders, and the public, as appropriate to represent their jurisdiction;

- Identify community resources available to support the planning effort, including meeting spaces, facilitators, and media outlets;
- Provide data and feedback to develop the risk assessment and mitigation strategy, including a specific mitigation action plan for their jurisdiction;
- Submit the draft plan to their jurisdiction for review;
- Work with the Planning Team to incorporate their jurisdiction's comments into the draft plan;
- Submit the draft plan to their respective governing body for consideration and adoption;
- After adoption, coordinate a process to monitor, evaluate, and work toward plan implementation.

IV. Planning Team

The CEOs and alternates of each jurisdiction are authorized on behalf of the governing bodies to participate as members of the Planning Team for the NKADD Regional Hazard Mitigation Plan.

Contact NKADD staff for point-of-contact information for each jurisdiction.

V. MOA Implementation

This MOA will be in effect from the date of signature by all parties, will remain in effect through the duration of the planning process, and will terminate after adoption of the final FEMA-approved mitigation plan by all participating jurisdictions, or 5 years after FEMA approval, whichever is earlier. It may be terminated prior to that time for any participating jurisdiction by giving 60 days' written notice. This MOA is to be implemented through the attached Work Program and Schedule, and any addendums that describe specific activities, programs and projects, and if necessary, funding by separate instrument.

Signature: _____

Name of Authorized Government Official: _____

Title: _____

Name of Jurisdiction: _____

Date: _____

VI. Attachments (Work Program and Tentative Schedule, Proposed Tasks)

**NKADD 2015/2016
Regional Hazard Mitigation Plan
Work Program & Calendar (subject to change)**

Summer 2015

Meetings with Emergency Management Teams

Signing of MOA by each jurisdiction

Local Mitigation Committee Meetings to discuss Risks

Fall 2015

Compilation and Analysis of Data and Risk Assessments

Local Mitigation Committee Meetings to discuss Risks

Winter 2015/2016

Continue to compile and analyze data and assessments

Regional Mitigation Committee Meeting (Review Risk Assessment and Formulate Mitigation Strategy)

Spring 2016

Local Committee Mitigation Meetings (Review Mitigation Strategy)

Regional Mitigation Committee Meeting (Review, Refine, Approve, Formulate Implementation Plan)

Summer 2016

Individual Jurisdiction Legislative Body Meetings (Each jurisdiction adopts it)

Submit to KYEM and FEMA

TASKS and FINISHED PRODUCTS

Work to be performed by each Participating Jurisdiction:

NKADD

- Lead agency
- Research and write plan
- Seek Public Input

Counties

- Sign Memorandum of Agreement at beginning of process
- Judges and Emergency Managers will sit on Regional Hazard Mitigation Committee
- Emergency Managers will assist NKADD staff in coordination of local committees and providing necessary information
- Adopt Plan at the completion of the process

Cities

- Send officials and/or that are involved in any Emergency Management activities or are knowledgeable about Hazard Mitigation Risks
 - NOTE: If a community wants CRS credit, they must send at least 2 officials to each meeting (the higher the CRS class, the bigger the insurance discount will be)
- Sign MOA at beginning of process
- Adopt Plan at the completion of the process

Finished Product

- NKADD Regional Hazard Mitigation Plan
 - Main sections will be the Risk Assessment and Mitigation Strategy
- All jurisdictions will adopt the plan

Name	Main Title	Short Title	Representing	Address	City	State
David Fields	Judge Executive	Judge	Pendleton County Fiscal Court	233 Main Street	Falmouth	KY
Mike Moore	Emergency Management Director	Mr.	Emergency Management	2275 Highway 27 North	Falmouth	KY
Wayne Lonaker	Director	Mr.	East Pendleton Water District	PO Box 29	Falmouth	KY
Wayne Biddle	Director	Mr.	Pendleton County Health District	PO Box 208	Falmouth	KY
Elonda Hinson	Mayor	Ms.	City of Falmouth	230 Main Street	Falmouth	KY
Rick King	Director	Mr.	Pendleton County Water District	PO Box 232	Falmouth	KY
Todd Ramsey	Superintendent	Mr.	City of Falmouth	230 Main Street	Falmouth	KY
Greg McElfresh	Mayor	Mr.	City of Butler	102 Front Street; PO Box 229	Butler	KY
Marianne Roseberry	Director	Ms.	Pendleton County Industrial Authority	135 West Shelby Street; PO Box 171	Falmouth	KY
Bill Mitchell	Director	Mr.	Pendleton County Community Development	135 West Shelby Street; PO Box 171	Falmouth	KY
Brian Thompson	Director	Mr.	Flood Plain Coordinator and P & Z Director	233 Main Street	Falmouth	KY

In Re: Approval of Homeland Security Grant for Laptop Computers for EOC

Judge Fields presented the court with a resolution authorizing him to make application for and upon approval to enter into an agreement with the Kentucky Office of Homeland Security to execute any documents which are deemed necessary by KOHS to facilitate and administer the project and to act as the authorized correspondent for this project. Squire Whaley made a motion to approve this resolution, seconded by Squire Mineer, motion carried.

RESOLUTION _____

County of Pendleton

A RESOLUTION OF THE COUNTY OF PENDLETON, KENTUCKY AUTHORIZING THE JUDGE/EXECUTIVE TO MAKE APPLICATION FOR AND, UPON APPROVAL, TO ENTER INTO AN AGREEMENT WITH THE KENTUCKY OFFICE OF HOMELAND SECURITY (KOHS), TO EXECUTE ANY DOCUMENTS WHICH ARE DEEMED NECESSARY BY KOHS TO FACILITATE AND ADMINISTER THE PROJECT AND TO ACT AS THE AUTHORIZED CORRESPONDENT FOR THIS PROJECT. THIS RESOLUTION ALSO ESTABLISHES PROCUREMENT POLICY FOR ANY KOHS APPROVED PROJECT FOR THE FY-2015 APPLICATION CYCLE.

WHEREAS, Pendleton County, Kentucky desires to make an application for United States Department of Homeland Security and/or Commonwealth of Kentucky funds for a project to be administered by Kentucky Office of Homeland Security:

WHEREAS, it is recognized that an application for and approval of Kentucky Office of Homeland Security funds impose certain obligations and responsibilities upon the county:

NOW, THEREFORE, be it resolved this 14th day July of 2015, by Pendleton County, Kentucky,

The Judge/Executive is hereby authorized to execute and furnish all required documentation, including a memorandum of agreement, as may be required by KOHS for the furtherance of the above-referenced project and to act as the authorized correspondent for said project.

For the purpose of any KOHS funded projects using FY-2015 funds the county will use the provisions of KRS 45A for the purchase of equipment and/or services. For any equipment and/or services under \$20,000 three (3) quotes will be obtained. For any equipment and/or services that exceeds \$20,000 the provisions of KRS 45A will apply.

Done this 14th day of July, 2015 on a Motion made by _____

And seconded by _____.

Members present voting in Favor: _____.

Members Present voting against: _____.

BY: _____
 Judge/Executive

ATTEST: _____

In Re: Waste Tire Resolution and Agreement with Grant County

Judge Fields presented a resolution approving and interlocal agreement between Grant County, Pendleton County, Grant County 109 Board and Grant County Tire Processing and authorizing the Judge/Executive to execute the Interlocal Agreement and any relevant documents on behalf of Pendleton County. Squire Whaley made a motion approving this resolution, seconded by Squire Veirs, motion carried.

RESOLUTION

No. _____

GRANT COUNTY FISCAL COURT

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN GRANT COUNTY, PENDLETON COUNTY, GRANT COUNTY 109 BOARD AND GRANT COUNTY TIRE PROCESSING

WHEREAS, Grant County has considered an Interlocal Agreement to process waste tires from the Pendleton County Fiscal Court;

WHEREAS, KRS 65.240 requires the authorization to be memorialized by ordinance or resolution;

NOW THEREFORE, be it resolved by the Grant County Fiscal Court:

Section 1. That the Interlocal Agreement allowing Grant County Tire Processing to process waste tires from Pendleton County is hereby approved in substantially the same form as the attached Agreement.

Section 2. That the Judge/Executive is authorized to execute the Interlocal Agreement and any relevant documents on behalf of the County.

Dated this ___ day of _____ 2015.

STEPHEN WOOD
GRANT COUNTY JUDGE EXECUTIVE

Attest:

RICHARD S. KIMMICH
FISCAL COURT CLERK

**THE GRANT COUNTY PENDLETON COUNTY
WASTE TIRE DISPOSAL AGREEMENT**

This INTERLOCAL COOPERATION AGREEMENT, dated as of the _____ day of _____, 2015, by and between the Grant County Solid Waste Management District, Grant County Tire Processing, Grant County Fiscal Court and Pendleton County Fiscal Court 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 waste tires that need to be properly handled; and

WHEREAS, the Grant County Solid Waste Management District owns and operates a permitted waste tire shredding facility, under the permit name Grant County Tire Processing, Permit # 041-00017; and

WHEREAS, the Pendleton County Fiscal Court from time to time has waste tires they desire to dispose of; and

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; and

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 waste tire disposal serving the member entities;

NOW, THEREFORE, it is agreed as follows:

I. Purpose of the Agreement

The purpose of this agreement is to set out the terms by which the Grant County Solid Waste Management District will accept and properly handle waste tires delivered to its waste tire processing facility by Pendleton County.

II. Terms of the Agreement

a) The Grant County Solid Waste Management District agrees to accept all passenger car and light truck tires delivered to its waste tire shredding facility from the Pendleton County Fiscal Court at the prices outlined below. Large truck tires will not be accepted under this agreement as the shredding facility cannot handle these tires.

Agricultural tractor tires can be accepted only on a case by case basis and they must be approved by the Grant County Solid Waste Coordinator prior to acceptance.

b) The Grant County Solid Waste Management District will properly process and recycle or dispose of the resulting tire shreds.

c) The Grant County Solid Waste Management District will generate and send an invoice to the Pendleton County Fiscal Court detailing the number and type of tires received and processed at its facility along with the resulting charges. Payment of the invoices should be made directly to the Grant County Fiscal Court and addressed as follows;

Grant County Fiscal Court
C/O Grant County Solid Waste Coordinator
101 N. Main St. Rm 16
Williamstown, KY. 41097

d) The Grant County Solid Waste Management District and the Pendleton County Fiscal Court acknowledge that this is an agreement specifically between the entities named in this interlocal agreement. The Grant County Solid Waste Management District will not accept tires directly from the residents of Pendleton County.

III. Pricing

Passenger car and light truck tires off the rim	\$1.25
Passenger car and light truck tires on the rim	\$2.25
Agricultural tractor and implement tires	Quoted -- case by case
Large truck and tractor trailer tires	Not accepted

These prices shall be in effect for a period of one year from the date of this interlocal agreement as stated above. The Grant County Solid Waste Management District will re-evaluate the pricing structure thereafter on a year by year basis on July 1st and will notify Pendleton County in writing if there is a change in pricing.

IV. Duration of Agreement

This agreement shall be effective on the initial date of signing and then be automatically renewed on July 1st of every year.

VII. Termination of Agreement

Any party to this agreement shall have the right to terminate this agreement upon 60 days written notification to the other parties of the agreement.

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

Signatures:

Name: David J. Schmitt
Title: Grant County 109 Bd. Chair
Representing Public Entity: Grant County Solid Waste Management District
: Grant County Tire Processing

Date: _____

Signature: _____ Witness: _____

Name: Stephen Wood
Title: Grant County Judge Executive
Representing Public Entity: Grant County Fiscal Court

Date: _____

Signature: _____ Witness: _____

Name: David Fields
Title: Pendleton County Judge Executive
Representing Public Entity: Pendleton County Fiscal Court

Date: _____

Signature: _____ Witness: _____

In Re: Election Systems Software & Maintenance Agreement

Judge Fields presented the Hardware Maintenance and Software Maintenance and Support Services Agreement to the court, whereby Squire Veirs made a motion to accept the agreement as presented, seconded by Squire Fogle, motion carried.

ELECTION SYSTEMS & SOFTWARE, LLC
HARDWARE MAINTENANCE AND SOFTWARE MAINTENANCE AND SUPPORT SERVICES
AGREEMENT

THIS HARDWARE MAINTENANCE AND SOFTWARE MAINTENANCE AND SUPPORT SERVICES AGREEMENT ("Agreement") is made effective as of the date set forth below, by and between Election Systems & Software, LLC, a Delaware Limited Liability Company ("ES&S") and Pendleton County, Kentucky ("Customer").

RECITALS:

- A. ES&S has sold to Customer the proprietary voter tabulation equipment ("Equipment") and licensed the software ("Software") described on Attachment 1 and Customer now desires to obtain maintenance services for such Equipment and maintenance and support services for such Software.
- B. ES&S has agreed to provide such services, subject to the terms and conditions of this Agreement.
- C. This Agreement supersedes and replaces in their entirety any and all prior agreements between ES&S and Customer respecting maintenance services for such Equipment and maintenance and support services for such Software.

NOW, THEREFORE, in consideration of the foregoing recitals (which are specifically incorporated herein by this reference) and the mutual representations, warranties, covenants and agreements set forth below, the parties hereby agree as follows:

ARTICLE I
GENERAL

1. **Term; Termination.** This Agreement for Hardware Maintenance and Software Maintenance and Support Services shall be in effect for the coverage period as described in Attachment 1 (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for an unlimited number of successive Two-Year Periods (each a "Renewal Period") until this Agreement terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least sixty (60) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Agreement, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Agreement. The termination of this Agreement shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this Agreement is terminated pursuant to subsection 1(c) or 1(d) above.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance and Software Maintenance and Support Services under this Agreement, Customer shall pay to ES&S the Hardware Maintenance and Software Maintenance and Support Fees set forth on Attachment 1 for the Initial Term and any Renewal Periods. The Hardware Maintenance and Software Maintenance and Support Fees for the Initial Term are due as set forth on Attachment 1. The Hardware Maintenance and Software Maintenance and Support Fees for any Renewal Period shall be the then current fees in effect and are due and payable no later than thirty (30) days prior to the beginning of such renewal period. The Software Maintenance and Support Fees shall be comprised of (i) a fee for the Software Maintenance and Support of the ES&S Firmware, and (ii) a fee for the Software Maintenance and Support for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Agreement. If Customer elects to receive Hardware Maintenance or Software Maintenance and Support for an Add-On or

1

New Product during the Initial Term or any renewal thereof, ES&S will charge an incremental fee for such services. In the event Customer terminates this Agreement through no fault of ES&S and later desires to subscribe to a Hardware Maintenance or Software Maintenance and Support Plan, or otherwise changes its Hardware Maintenance or Software Maintenance and Support Plan with ES&S during the Initial Term or any renewal thereof, ES&S will charge the Customer its then current contract administration fee in order to process such new subscription for, or change in, Hardware Maintenance or Software Maintenance and Support Coverage.

ARTICLE II
HARDWARE

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Attachment 1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products identified on Attachment 1 as "Silver Coverage" working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services." Routine Maintenance Services shall be provided once each Twenty-Four (24) Months during the Initial Term or any Renewal Period thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Attachment 1 and shall be due within thirty (30) days after invoice date. At the request of Customer, ES&S shall provide a reasonably detailed record of all Routine Maintenance Services performed with respect to the Products. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location. For those Product(s) identified as "Bronze Coverage" on Attachment 1, ES&S shall provide Routine Maintenance Services on such Products only in the event such Product(s) are sent to an ES&S depot location for repair pursuant to Section 1(a) above.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes,

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transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction or is otherwise not in compliance with its obligations hereunder, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefor), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Attachment 1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices, or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the respective period within the Initial Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in the respective period within such Initial Term or Renewal Period.

d. **Sole Provider Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Storage.** When not in use, Products should be stored in a clean, secure environment. During operation of the Products, the facility temperature range should be 50° to 104° and the moisture range should be 10% to 50% relative humidity.

f. **Reinstatement of Hardware Maintenance Services: Inspection.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (i) notification to ES&S and (ii) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty

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(30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

ARTICLE III SOFTWARE MAINTENANCE AND SUPPORT SERVICES

1. **Services Provided.** ES&S shall provide maintenance and support services ("Software Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Attachment 1.

2. **Updates.** During the Initial Term and any Renewal Period thereof, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) deliver the Updates to the Customer, (ii) train Customer on Updates, if such training is requested by Customer, (iii) install the Updates or (iv) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. Customer shall pay ES&S for any Update which is required due to a change in state or local law.

3. **Conditions.** ES&S shall not provide Software Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, (e) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services, or (f) if Customer is otherwise not in compliance with its obligations under this Agreement. Any such Software Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed alone or with Customer or others, as a result of or related to the performance of this Agreement, including all proprietary rights therein or based thereon. Subject to the payment of all Software Maintenance Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Agreement. All licensed items shall be deemed to be ES&S Software for purposes of this Agreement. Except and to the extent expressly

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provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Agreement.

5. **Reinstatement of Software Maintenance and Support.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, including a reinstatement charge, which would have been due to ES&S had the Initial Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software Maintenance and Support services.

ARTICLE IV MISCELLANEOUS

1. **Taxes; Interest.** Customer will provide ES&S with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse ES&S for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement, but shall in no event be liable for taxes imposed on or measured by ES&S' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 1, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment which is past due to ES&S will bear interest at the rate of one and one-half percent per month (or such lesser amount as may be permitted by applicable law) for each month or portion thereof during which it remains unpaid.

2. **Limitation of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. Any action by Customer against ES&S must be commenced within one (1) year after the cause of action has accrued. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of the Equipment and Software to achieve Customer's intended results; (b) the use of the Equipment and Software; (c) the results obtained from the use of the Equipment and Software; (d) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the Equipment or Software; or (e) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent Update, or the second most recent Update, provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the Software Maintenance and Support.

3. **Excusable Nonperformance:** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

4. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by confirmed fax, (d) sent by commercial overnight courier (with written verification of receipt) or (e) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses, email address or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

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5. **Assignment.** Except in the case of a sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed. ES&S may assign its right to receive payments under this Agreement to such third party(ies) as ES&S may desire without the prior consent of Customer, provided that ES&S provides written notice (including evidence of such assignment) to Customer thirty (30) days in advance of any payment(s) so assigned.

6. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including Attachment I (which is specifically incorporated herein by this reference), contains the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Attachment to this Agreement and these General Terms, the provision contained in the Attachment shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing Equipment, Software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Equipment, Software or services, but shall remain fully responsible for such performance. The provisions of Article II, Section 1(f) and Article III, and Article IV, Sections 1-5 shall survive the termination of this Agreement, to the extent applicable.

7. **Counterparts; Execution By Facsimile.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission, and the receipt of such executed counterparts by facsimile transmission shall be binding on the parties. Following such exchange, the parties shall promptly exchange original versions of such signature pages.

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IN WITNESS WHEREOF, this Agreement has been executed effective as of the date it is signed by the last of the parties hereto.

ELECTION SYSTEMS & SOFTWARE, LLC
 11209 John Galt Blvd.
 Omaha, NE 68137
 Fax No.: (402) 970-1291

PENDLETON COUNTY, KENTUCKY
 233 Main Street
 Falmouth, KY 41040
 Fax No.: (859) 654-5600

Signature _____
 Name (Printed or Typed) _____
 V.P. of Finance
 Title _____
 Date _____

Signature _____
 Name (Printed or Typed) _____
 Title _____
 Date _____

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PRICING SUMMARY AND PAYMENT TERMS

Sale Summary:		
Description	Refer To	Amount
ES&S Hardware Maintenance Fees	Attachment 1	\$4,690.00
ES&S Firmware Maintenance and Support Fees	Attachment 1	\$4,200.00
Total Maintenance Fees for the Initial Term:		\$8,890.00
Terms & Conditions:		
Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer.		
Note 2: Invoicing and Payment Terms are as Follows:		
\$4,445.00 due on or before March 1, 2016 for the Coverage Dates of April 1, 2016 through March 31, 2017.		
\$4,445.00 due on or before March 1, 2017 for the Coverage Dates of April 1, 2017 through March 31, 2018.		

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Attachment 1

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Initial Maintenance Term: **April 1, 2016 through March 31, 2018**

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
34	15" IvoTronic Terminal	4/1/2016 through 3/31/2017	\$65.00	\$2,210.00
1	Model 100 Precinct Scanner	4/1/2016 through 3/31/2017	\$135.00	\$135.00
Total Maintenance Fees for the Coverage Period April 1, 2016 through March 31, 2017				\$2,345.00
34	15" IvoTronic Terminal	4/1/2017 through 3/31/2018	\$65.00	\$2,210.00
1	Model 100 Precinct Scanner	4/1/2017 through 3/31/2018	\$135.00	\$135.00
Total Maintenance Fees for the Coverage Period April 1, 2017 through March 31, 2018				\$2,345.00
Total Hardware Maintenance Fees for the Initial Term				\$4,690.00

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 24-Month period shall be 75% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be 150% of the then current maintenance fee per unit.

Note 3: Customer's Designated Location: Pendleton County, Kentucky

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.

Note 5: Upon expiration of the Initial Term, this Agreement shall automatically renew as set forth in Article I, Section 1.

Hardware Maintenance Services Provided by ES&S Under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
 - Onsite scheduled maintenance inspection per Article 2, Section 1a. The inspection includes:
 - Service performed by an ES&S trained and certified technician.

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- Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
 - Replacement of worn or defective with new or remanufactured federally and state certified parts.
 - Conducting a final test to verify that the unit is working according to manufacturer's specifications.
 - Use of a checklist tailored for each piece of equipment.
 - Update of maintenance records which are kept by serial number and available to you through your ES&S Web-based portal.
5. Repair Services.
 - Customer receives coverage for interim repair calls.
 - Interim calls may be scheduled during the regular Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity of Customer's location if they are not election critical.
 - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.
 6. Priority Services.
 - Customer has access to the ES&S Help Desk for assistance.
 - The customer receives priority on service calls.
 - The customer receives priority on response time.
 - The customer receives priority on certified ES&S parts inventory.

Note: Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

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ES&S SOFTWARE MAINTENANCE AND SUPPORT DESCRIPTION FEES

Initial Maintenance Term: April 1, 2016 through March 31, 2018

Listed below are the Hardware Products and Fees for which Firmware Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware Maintenance and Support Fee Per Unit	Firmware Maintenance and Support Fee (n Total)
34	15" IVotronic Terminal	4/1/2016 through 3/31/2017	\$60.00	\$2,040.00
1	Model 100 Precinct Scanner	4/1/2016 through 3/31/2017	\$60.00	\$60.00
Total Maintenance and Support Fees for the Coverage Period April 1, 2016 through March 31, 2017				\$2,100.00
34	15" IVotronic Terminal	4/1/2017 through 3/31/2018	\$60.00	\$2,040.00
1	Model 100 Precinct Scanner	4/1/2017 through 3/31/2018	\$60.00	\$60.00
Total Maintenance and Support Fees for the Coverage Period April 1, 2017 through March 31, 2018				\$2,100.00
Total Firmware Maintenance and Support Fees for the Initial Term				\$4,200.00

Software Maintenance and Support Services Provided by ES&S Under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

Note: Except for those Software maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software maintenance and Support services to the Customer unless previously agreed upon by the parties.

Software Maintenance and Support and Hardware Maintenance and Support Services - Customer Responsibilities

1. Customer shall have completed a full software training session for each product selected.
 - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
 - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
 - Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.
 - Customer shall store the Equipment in accordance with ES&S requirements set forth herein.
2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall have reviewed Training Checklists.
4. Customer shall be responsible for the installation and integration of any third party hardware or software application or system purchased by the customer, unless otherwise agreed upon, in writing, by the parties.
5. Customer shall be responsible for data extraction from Customer voter registration system.
6. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.
7. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.
8. Customer shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the Customer's network.
9. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.
10. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.

In Re: Road Department Equipment Repairs

Discussion was held regarding road department equipment needing repairs. This was informational only, no action taken.

In Re: Transfers

Judge Fields presented and reviewed the budget account transfers, whereby Squire Fogle made a motion seconded by Squire Veirs that the transfers be approved as presented, motion carried.

PENDLETON COUNTY FISCAL COURT
TUESDAY JULY 14, 2015
7:00 PM

COURT ORDERED TRANSFERS

General Fund

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

01-9400-209 Workers Compensation \$1,042.00

Jail Fund

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

03-9400-209 Workers Compensation \$ 579.00

911 Fund

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

75-5145-571 Renewals and Repairs \$ 349.00

Interfund Transfers

Transfer from General Fund to Jail Fund for Operations \$30,000.00

Transfer from General Fund to 911 Fund for Operations \$30,000.00

David S. Fields

Vicky J. King

In Re: Payment of Claims

Judge Fields presented and reviewed the payment of claims, whereby Squire Mineer made a motion to approve the claims as presented, seconded by Squire Veirs, motion carried.

Pendleton County Fiscal Court
Voucher Claims Register

General Fund

From: 07/14/2015 To: 07/14/2015

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 01-5012						
		Vendor	MODERN LEA	MODERN LEASING		
01-0114	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	261721456	913277	INV 261721456-COPIER LEASE-JUDGES OFFICE	567.12
		Printed On Check	018555			567.12
						Voucher Totals
						567.12
Voucher No. 01-5013						
		Vendor	OFFICEDEPO	OFFICE DEPOT		
01-0114	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	778748281001,849001	913254	JUDGES OFFICE SUPPLIES	272.61
01-0114	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	269001,8019001,26800	913252	JUDGES OFFICE SUPPLIES	230.84
01-0114	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	779429752001	913252	JUDGES OFFICE SUPPLIES	153.59
		Printed On Check	018556			656.94
						Voucher Totals
						656.94
Voucher No. 01-5014						
		Vendor	PEOPLES TR	PEOPLES TROPHIES & AWARDS		
01-0114	01-5025-499-	OTHER SUPPLIES	1463	913291	JUDGE EXRC CAR MAGNETS	20.00
01-0114	01-5070-445-	P & Z OFFICE SUPPLIES	1463	913250	INVOICE 1463-DESK PLATES	10.00
		Printed On Check	018557			30.00
						Voucher Totals
						30.00
Voucher No. 01-5015						
		Vendor	DAVIDFIELD	DAVID FIELDS		
01-0114	01-5025-499-	OTHER SUPPLIES		913180	REIMBURSEMENT-I PHONE	92.00
01-0114	01-5025-669-	REGISTRATION/CONFERENCES		913160	REIMBURSEMENT-CONFERENCE MILEAGE 232 MILES	95.12
		Printed On Check	018558			187.12
						Voucher Totals
						187.12
Voucher No. 01-5016						
		Vendor	VISA	VISA		
01-0114	01-5025-569-	REGISTRATION/CONFERENCES		913263	CONFERENCE LODGING	1,096.15
		Printed On Check	018559			1,096.15
						Voucher Totals
						1,096.15
Voucher No. 01-5017						
		Vendor	PVA	PENDLETON PROPERTY VALUATION ADMIN.		
01-0114	01-5030-367-	P.V.A. STATUTORY CONTRIBUTION		913297	1ST QRT CONTRIBUTION TO PVA	6,396.25
		Printed On Check	018560			6,396.25
						Voucher Totals
						6,396.25
Voucher No. 01-5018						
		Vendor	CO CLERK	PENDLETON COUNTY CLERK		
01-0114	01-5035-191-	BOARD OF ASSESSMENT APPEALS		913164	BOARD OF ASSESSMENT APPEALS	100.00
		Printed On Check	018561			100.00
						Voucher Totals
						100.00
Voucher No. 01-5019						
		Vendor	KATHYCOLVI	KATHY COLVIN		
01-0114	01-5035-191-	BOARD OF ASSESSMENT APPEALS		913161	BOARD OF ASSESSMENT APPEALS	100.00
		Printed On Check	018562			100.00
						Voucher Totals
						100.00
Voucher No. 01-5020						
		Vendor	SHERRYWILC	SHERRY WILCHER		
01-0114	01-5035-191-	BOARD OF ASSESSMENT APPEALS		913162	BOARD OF ASSESSMENT APPEALS	100.00
		Printed On Check	018563			100.00
						Voucher Totals
						100.00
Voucher No. 01-5021						
		Vendor	PAMCRAWFOR	PAM CRAWFORD		
01-0114	01-5035-191-	BOARD OF ASSESSMENT APPEALS		913163	BOARD OF ASSESSMENT APPEALS	100.00
		Printed On Check	018564			100.00
						Voucher Totals
						100.00

Pendleton County Fiscal Court

Voucher Claims Register

General Fund

From: 07/14/2015 To: 07/14/2015

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 01-5022		Vendor ACE	FALMOUTH ACE HARDWARE			
01-0114	01-5080-871-	COURTHOUSE RENEWALS & REPAIRS	52209	913128	CREDIT	(5.98)
01-0114	01-5080-871-	COURTHOUSE RENEWALS & REPAIRS	52205,52211	913128	FURNACE FILTERS-COURTHOUSE	26.91
01-0114	01-5088-571-	CO PROPERTIES - RENEWALS & REPAIRS	52028	913044	NOZZLE GUN	7.99
01-0114	01-5088-878-	UTILITIES RADIO TOWER BUILDINGS	52153	913093	STEM MOUNT LIGHT CONTROL FOR RADIO TOWER	13.99
01-0114	01-5205-403-	ANIMAL FOOD AND SUPPLIES	52038	913100	ELECTRIC TAPE	1.98
01-0114	01-5205-403-	ANIMAL FOOD AND SUPPLIES	52348	913168	HIGH VELOCITY FAN-ANIMAL SHELTER	64.99
		Printed On Check 018565				
					Voucher Totals	109.88
Voucher No. 01-5023		Vendor HILLTOPBAS	HILLTOP BASIC RESOURCES			
01-0114	01-5047-567-	PAYROLL TAX REFUNDS		913187	OCG TAX REFUND-4TH QRT 2014, ACCT 00560	3.79
		Printed On Check 018566				
					Voucher Totals	3.79
Voucher No. 01-5024		Vendor STRAUSS	STRAUSS & TROY			
01-0114	01-5070-359-	PLANNING - COMPREHENSIVE		913195	PROFESSIONAL SERVICES JUNE 2015	1,500.00
		Printed On Check 018567				
					Voucher Totals	1,500.00
Voucher No. 01-5025		Vendor FLEETONE	FLEETONE LLC			
01-0114	01-5025-429-	FISCAL COURT FUEL		913437	JUNE FUEL	9.97
01-0114	01-8070-455-	P & Z PETROLEUM PRODUCTS		913437	JUNE FUEL	36.83
01-0114	01-5210-455-	PETROLEUM PRODUCTS	4252830041	913437	JUNE FUEL	133.06
		Printed On Check 018568				
					Voucher Totals	179.86
Voucher No. 01-5026		Vendor CROUCH'S	BRIAN CROUCH-CROUCH'S LAWN CARE			
01-0114	01-5080-177-	COURTHOUSE MAINTENANCE & GROUNDS	1776	913258	CLEANUP, MULCH, WINTERIZE COURTHOUSE GROUNDS	1,200.00
		Printed On Check 018569				
					Voucher Totals	1,200.00
Voucher No. 01-5027		Vendor COOPER	COOPER WHOLESALE, INC.			
01-0114	01-5080-411-	CUSTODIAL SUPPLIES	38655	913426	CUSTODIAL SUPPLIES-COURTHOUSE	45.66
01-0114	01-5081-411-	JUDICIAL CENTER CUSTODIAL SUPPLIES	37764	913158	CUSTODIAL SUPPLIES-JUDICIAL CTR	203.90
		Printed On Check 018570				
					Voucher Totals	249.56
Voucher No. 01-5028		Vendor ARAMARK	ARAMARK UNIFORM SERVICES, INC			
01-0114	01-5080-411-	CUSTODIAL SUPPLIES	543-7429996	913056	ACCT 792189555-JUND MAT RENTAL-COURTHOUSE	211.63
01-0114	01-5080-411-	CUSTODIAL SUPPLIES	543-7432455	913126	ACCT 792189555-JUNE MAT RENTAL-COURTHOUSE	211.63
01-0114	01-5080-411-	CUSTODIAL SUPPLIES	543-7435228	913150	ACCT 792189555-JUNE MAT RENTAL COURTHOUSE	211.63
01-0114	01-5080-411-	CUSTODIAL SUPPLIES	543-7438004	913171	ACCT 792189555-JUNE MAT RENTAL COURTHOUSE	211.63
01-0114	01-5086-411-	CUSTODIAL SUPPLIES ANNEX BLDG.	543-7428697	913056	ACCT 792189556-JUNE MAT RENTAL-ANNEX BLDG	27.23
01-0114	01-5086-411-	CUSTODIAL SUPPLIES ANNEX BLDG.	543-7432456	913126	ACCT 792189556-JUNE MAT RENTAL-ANNEX	27.23
01-0114	01-5086-411-	CUSTODIAL SUPPLIES ANNEX BLDG.	543-7435229	913150	ACCT 792189556-JUNE MAT RENTAL ANNEX BLDG	27.23
01-0114	01-5086-411-	CUSTODIAL SUPPLIES ANNEX BLDG.	5437438005	913171	ACCT 792189556-JUNE MAT RENTAL SHERIFF	27.23
		Printed On Check 018571				
					Voucher Totals	955.44

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Voucher Claims Register

General Fund

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Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 01-5029		Vendor MCBILCOM	MCBILCOM INC			
01-0114	01-5085-441-	CO PROPERTIES - MACHINERY&EQUIPMENT	957521	913275	INV 957521-MAINTENANCE CONTRACT CO PROPERTIES	75.20
		Printed On Check 018572				
					Voucher Totals	75.20
Voucher No. 01-5030		Vendor WOODYMORG/ ELWOOD MORGAN				
01-0114	01-5080-571-	COURTHOUSE RENEWALS & REPAIRS		913186	REPAIR METAL CORNICE ON COURTHS, EQUIPMENT & LABC	675.00
		Printed On Check 018573				
					Voucher Totals	675.00
Voucher No. 01-5031		Vendor CARROT-TOP	CARROT-TOP INDUSTRIES INC.			
01-0114	01-5080-571-	COURTHOUSE RENEWALS & REPAIRS	27103200	913284	FLAGS	193.60
		Printed On Check 018574				
					Voucher Totals	193.60
Voucher No. 01-5032		Vendor DEBRA	DEBRA-KUEMPEL			
01-0114	01-5081-333-	JUDICIAL CENTER MAINTENANCE PERSONEL	00786256	913279	INV 786266-JUNE MAINTENANCE	1,232.75
		Printed On Check 018575				
					Voucher Totals	1,232.75
Voucher No. 01-5033		Vendor BLUEGRASSK	BLUEGRASS KESCO INC			
01-0114	01-5081-571-	JUDICIAL CENTER RENEWALS AND REPAIRS	178031	913268	WATER TREATMENT CHEMICALS & TECHNICAL SERVICES	400.00
		Printed On Check 018576				
					Voucher Totals	400.00
Voucher No. 01-5034		Vendor SILCO	SILCO FIRE PROTECTION CO.			
01-0114	01-5085-571-	CO PROPERTIES - RENEWALS & REPAIRS	33286	913440	FIRE EXTINGUISHER MAINTENANCE ANIMAL SHELTER	75.00
		Printed On Check 018577				
					Voucher Totals	75.00
Voucher No. 01-5035		Vendor BARNES	BARNES HARDWARE AND LUMBER			
01-0114	01-5085-571-	CO PROPERTIES - RENEWALS & REPAIRS	594583	913436	MATERIAL FOR OLD COUNTY BARN REPAIR	67.94
		Printed On Check 018578				
					Voucher Totals	67.94
Voucher No. 01-5036		Vendor GREGBROWNI	GREG BROWNING			
01-0114	01-5085-571-	CO PROPERTIES - RENEWALS & REPAIRS	07-07-15	913428	INSTALLED FOAM PADS, LIGHT BALLAST, ANIMAL SHELTER	1,376.68
		Printed On Check 018579				
					Voucher Totals	1,376.68
Voucher No. 01-5037		Vendor AMBULTAX	PENDLETON CO AMBULANCE TAXING DISTRICT			
01-0114	01-5130-507-	AMBULANCE CONTRIBUTIONS		913285	JULY 2015 AMBULANCE CONTRIBUTION	14,000.00
		Printed On Check 018580				
					Voucher Totals	14,000.00
Voucher No. 01-5038		Vendor FIN CABINE	KENTUCKY STATE TREASURER			
01-0114	01-5175-903-	PUBLIC ADVOCACY PER CAPITA PAYMENT		913267	HOUSE BILL 388 & 337-DEFENSE OF THE INDIGENT	1,850.00
		Printed On Check 018581				
					Voucher Totals	1,850.00
Voucher No. 01-5039		Vendor RCVH	GRANTS LICK VETERINARY HOSPITAL			
01-0114	01-5205-385-	VETERINARY SERVICE		913270	JUNE SHELTER EXAMS, VACCINES, DHLPP	621.00
		Printed On Check 018582				
					Voucher Totals	621.00
Voucher No. 01-5040		Vendor UNITEPETP	UNITED PET FUND			
01-0114	01-5205-551-	ANIMAL CONTROL MEMBERSHIPS		913435	MEMBERSHIP DUES	50.00
		Printed On Check 018583				
					Voucher Totals	50.00

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Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 01-5041		Vendor BILLYSTEEL	BILLY STEELE			
01-0114	01-5210-445-	OFFICE SUPPLIES SOLID WASTE		913169	REIMBURSEMENT FOR POSTAGE	7.89
		Printed On Check 018584				
					Voucher Totals	7.89
Voucher No. 01-5042		Vendor SWACK	SOLID WASTE COORDINATORS OF KY			
01-0114	01-5210-551-	SOLID WASTE MEMBERSHIPS	2015-2016	913269	2015-16 MEMBERSHIP DUES	50.00
		Printed On Check 018585				
					Voucher Totals	50.00
Voucher No. 01-5043		Vendor DIV WASTE	DIVISION OF WASTE MANAGEMENT			
01-0114	01-5210-548-	TIRE AMNESTY		913280	RETURN OF UNPEND GRANT FUNDS	1,221.00
		Printed On Check 018586				
					Voucher Totals	1,221.00
Voucher No. 01-5044		Vendor BOARDOFEDU	PENDLETON COUNTY BOARD OF EDUCATION			
01-0114	01-5405-348-	RECREATION PROGRAM SUPPORT		913299	JULY 2015-RECREATION CONTRIBUTION	2,904.50
		Printed On Check 018587				
					Voucher Totals	2,904.50
Voucher No. 01-5045		Vendor TRUGREEN	TRUGREEN PROCESSING CENTER			
01-0114	01-5405-548-	RECREATION SPECIAL PROJECTS		913173	INV 31128329-ATHLETIC PARK FIELD TREATMENT	300.00
		Printed On Check 018588				
					Voucher Totals	300.00
Voucher No. 01-5046		Vendor SYLVIAMC	SYLVIA MCCLANAHAN			
01-0114	01-5425-507-	CELEBRATIONS, FESTIVALS, PROGRAMS		913260	SCHOOL APPRECIATION BREAKFAST ITEMS	175.00
		Printed On Check 018589				
					Voucher Totals	175.00
Voucher No. 01-5047		Vendor SOFAMILY	SOUTH FAMILY RESOURCE CENTER			
01-0114	01-5430-345-	OTHER SOCIAL SERVICE PROGRAMS		913427	2015-16 GOOD START PROGRAM CONTRIBUTION	100.00
		Printed On Check 018590				
					Voucher Totals	100.00
Voucher No. 01-5048		Vendor KINCAID	KINCAID REGIONAL THEATRE			
01-0114	01-5420-507-	TOURISM CONTRIBUTIONS		913430	2015-16 CONTRIBUTION	5,000.00
		Printed On Check 018591				
					Voucher Totals	5,000.00
Voucher No. 01-5049		Vendor BANKOFNEW	THE BANK OF NEW YORK TRUST CO., NA			
01-0114	01-7700-805-	INTEREST ON LEASE - COLT		913146	WATER DISTRICT LEASE PAYMENT #219-INTEREST	40.70
		Printed On Check 018592				
					Voucher Totals	40.70
Voucher No. 01-5050		Vendor NKADD	NORTHERN KY AREA DEVELOP. DISTRICT			
01-0114	01-9100-501-	ADD PAYMENT		913170	QUARTERLY ADMINSTRTION FEE, APRIL - JUNE 2015	6,187.50
		Printed On Check 018593				
					Voucher Totals	6,187.50
Voucher No. 01-5051		Vendor KACO LIN	KACO ALL LINES FUND			
01-0114	01-5081-521-	JUDICIAL CENTER INSURANCE	K160552	913289	ANNUAL PREMIUM FOR 2015-2016-JUDICIAL CTR	19,484.00
01-0114	01-9100-521-	INSURANCE		913289	ANNUAL PREMIUM FOR 2015-2016-COURTHOUSE	110,386.18
		Printed On Check 018594				
					Voucher Totals	129,870.18

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Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Voucher Date	Amount
Voucher No.	01-5052	Vendor	FAL OUTLOOK		THE FALMOUTH OUTLOOK	07/14/2015	
01-0114	01-9100-539-	LEGAL NOTICES	00016529	913282	ACCT 16529-LEGAL ADS		2,337.46
01-0114	01-9100-539-	LEGAL NOTICES	00016523	913282	ACCT 16523-LEGAL ADS		2,688.80
		Printed On Check	018595			Voucher Totals	5,026.26
Voucher No.	01-5053	Vendor	KAED		KENTUCKY ASSOCIATION FOR ECONOMIC DEV.	07/14/2015	
01-0114	01-9100-551-	MEMBERSHIPS - CO.JUD.FIS CT		913165	2015 MEMBERSHIP-D. FIELDS, M. ROSEBERRY, B. MITCHE		225.00
		Printed On Check	018598			Voucher Totals	225.00
Voucher No.	01-5054	Vendor	KMCA		KY MAGISTRATES & COMMISSIONERS ASSOC	07/14/2015	
01-0114	01-9100-551-	MEMBERSHIPS - CO.JUD.FIS CT	594	912846	KMCA 2015-2016 MEMBERSHIP		950.51
		Printed On Check	018597			Voucher Totals	950.51
Voucher No.	01-5055	Vendor	KCJEA		KCJEA/KMCA	07/14/2015	
01-0114	01-9100-551-	MEMBERSHIPS - CO.JUD.FIS CT	2735	912707	KCJEA 2015-2016 MEMBERSHIP DUES		1,118.00
		Printed On Check	018596			Voucher Totals	1,118.00
Voucher No.	01-5056	Vendor	KACO		KENTUCKY ASSOCIATION OF COUNTIES	07/14/2015	
01-0114	01-9100-555-	KACO MEMBERSHIP	1604	913271	2015-16 COUNTY MEMBERSHIP DUES		900.00
		Printed On Check	018599			Voucher Totals	900.00
Voucher No.	01-5057	Vendor	KACOUNEMPL		KACO UNEMPLOYMENT INSURANCE FUND	07/14/2015	
01-0114	01-9400-208-	UNEMPLOYMENT COMPENSATION INSURANCE	CV15394	913285	2015 UNEMPLOYMENT INSURANCE-GENERAL		3,284.87
		Printed On Check	018600			Voucher Totals	3,284.87
Voucher No.	01-5058	Vendor	KACO W/C		KY ASSOCIATION OF COUNTIES WORKER COMP.	07/14/2015	
01-0114	01-9400-208-	WORKMENS COMPENSATION	W150176	913281	WORKERS COMP INSURANCE PREMIUM-GENERAL		26,084.52
		Printed On Check	018601			Voucher Totals	26,084.52
Voucher No.	01-5059	Vendor	COATTORNEY		JEFFERY DEAN	07/14/2015	
01-0114	01-9400-299-	HRA - FRINGE BENEFITS		913294	JULY2015-HRA FRINGE BENEFIT		269.71
		Printed On Check	018602			Voucher Totals	269.71
Voucher No.	01-5060	Vendor	WHALEY ALA		ALAN WHALEY	07/14/2015	
01-0114	01-9400-299-	HRA - FRINGE BENEFITS		913296	JULY 2015 HRA FRINGE BENEFIT		269.71
		Printed On Check	018603			Voucher Totals	269.71
Voucher No.	01-5061	Vendor	PEOPLES		CHARLES WILLIAM PEOPLES	07/14/2015	
01-0114	01-9400-299-	HRA - FRINGE BENEFITS		913295	JULY 2015 HRA FRINGE BENEFIT		269.71
		Printed On Check	018604			Voucher Totals	269.71
						59 Vouchers Printed Totalling	215,311.43

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Road Fund

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Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Voucher Date	Amount
Voucher No.	01-5062	Vendor	HILLTOP		HILLTOP STONE LLC	07/14/2015	
01-0214	02-6105-409-	CRUSHED STONE & GRAVEL	884895	912597	77.95 TON # 8'S-STOCKPILE		837.97
01-0214	02-6105-409-	CRUSHED STONE & GRAVEL	884801	912587	21.52 TON #2'S- WYATTS BEND SLIP		213.05
01-0214	02-6105-409-	CRUSHED STONE & GRAVEL	884801	912585	22.92 TON #2-WYATTS BEND SLIP		226.91
01-0214	02-6105-409-	CRUSHED STONE & GRAVEL	884801	912594	54.25 TON #2'S-GREENWOOD-PORTLAND SLIP		536.88
		Printed On Check	009154			Voucher Totals	1,814.81
Voucher No.	01-5063	Vendor	WYATTS		WYATT'S SUPERVALU	07/14/2015	
01-0214	02-6105-447-	ROAD MATERIALS		912590	CUSTODIAL SUPPLIES		31.31
		Printed On Check	009155			Voucher Totals	31.31
Voucher No.	01-5064	Vendor	ANDER. EQU		ANDERSON'S EQUIPMENT CO.	07/14/2015	
01-0214	02-6105-447-	ROAD MATERIALS	68793	912591	FITTINGS FOR HOIST-TRUCK #0		8.73
		Printed On Check	009156			Voucher Totals	8.73
Voucher No.	01-5065	Vendor	NAPA		CARSON AUTO & TRACTOR SUPPLY, INC.	07/14/2015	
01-0214	02-6105-447-	ROAD MATERIALS	705746	912592	HOSE, HOSE END FOR TRUCK #8		70.16
01-0214	02-6105-447-	ROAD MATERIALS	705610	912592	HYD OIL		67.72
01-0214	02-6105-447-	ROAD MATERIALS	705607	912584	5 GALLON HYD FLUID, DEF FOR TRUCKS # 2 & 6		92.30
01-0214	02-6105-447-	ROAD MATERIALS	705958	912588	HYD OIL, HOSE, HOSE ENDS FOR FLOOR HOIST IN SHOP		292.44
01-0214	02-6105-447-	ROAD MATERIALS	706011	912592	CUT OFF BLADES FOR TRUCK #8		15.05
01-0214	02-6105-447-	ROAD MATERIALS	28,20,39,42,31,21	912598	OIL FILTERS, SEAL ALTERNATOR		203.51
01-0214	02-6105-447-	ROAD MATERIALS	706367,705366	912599	OIL FILTERS, CASE OF OIL FOR PICKUPS		60.31
01-0214	02-6105-447-	ROAD MATERIALS	706376	913301	OIL FILTER FOR 01 DODGE PICKUP		47.14
01-0214	02-6105-447-	ROAD MATERIALS	706615,70514	913302	BRAKE CALLIPER BOLTS, BRAKE ROTORS, PADS		87.07
		Printed On Check	009157			Voucher Totals	912.70
Voucher No.	01-5066	Vendor	KY MOTOR		KENTUCKY MOTOR SERVICE FALMOUTH	07/14/2015	
01-0214	02-6105-447-	ROAD MATERIALS	726-011117	911634	50 BAGS FLOOR DRY		279.50
		Printed On Check	009158			Voucher Totals	279.50
Voucher No.	01-5067	Vendor	ACE		FALMOUTH ACE HARDWARE	07/14/2015	
01-0214	02-6105-447-	ROAD MATERIALS	52041	912574	BOLTS, JOINT UNIVERSAL		20.17
01-0214	02-6105-447-	ROAD MATERIALS	52014	912573	BOLTS, NUT		1.60
01-0214	02-6105-447-	ROAD MATERIALS	52104	912593	BOLTS & NUTS		35.88
01-0214	02-6105-447-	ROAD MATERIALS	52191	912586	CUT OFF BLADE 14"		8.59
01-0214	02-6105-447-	ROAD MATERIALS	52242	912591	WATER JUG COOLER		31.99
01-0214	02-6105-447-	ROAD MATERIALS	52265	912595	2 PIECES OF STEEL FOR DUMP BED-TRUCK 5		37.98
		Printed On Check	009159			Voucher Totals	136.61

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Voucher No.	01-5068	Vendor	OFFICEDEPO		OFFICE DEPOT	07/14/2015	
01-0214	02-6105-447-	ROAD MATERIALS	778079629001	913174	PHONES FOR COUNTY BARN		109.99
		Printed On Check	009160			Voucher Totals	109.99
Voucher No.	01-5069	Vendor	NORMAN STO		NORMAN STORY & ASSOCIATES	07/14/2015	
01-0214	02-6105-447-	ROAD MATERIALS	33580	913259	SERVICE CALL TO INSPECT INGROUND LIFT		594.60
		Printed On Check	009161			Voucher Totals	594.60
Voucher No.	01-5070	Vendor	SILCO		SILCO FIRE PROTECTION CO.	07/14/2015	
01-0214	02-6105-447-	ROAD MATERIALS	33264	913300	FIRE PORTABLE FIRE EXTINGUISHERS-CHEMICALS-COLLAR		997.50
		Printed On Check	009162			Voucher Totals	997.50
Voucher No.	01-5071	Vendor	MOBILCOM		MOBILCOMM INC	07/14/2015	
01-0214	02-6105-447-	ROAD MATERIALS	957626	913278	INV 957626-RADIO MAINTENANCE CONTRACT-ROAD		98.00
		Printed On Check	009163			Voucher Totals	98.00
Voucher No.	01-5072	Vendor	FLEETONE		FLEETONE LLC	07/14/2015	
01-0214	02-6105-455-	PETROLEUM PRODUCTS	4252910041	913438	JUNE FUEL		1,360.93
		Printed On Check	009164			Voucher Totals	1,360.93
Voucher No.	01-5073	Vendor	KACO W/C		KY ASSOCIATION OF COUNTIES WORKER COMP.	07/14/2015	
01-0214	02-9400-209-	WORKERS COMPENSATION		913282	WORKERS COMP INSURANCE PREMIUM-ROAD		33,731.28
		Printed On Check	009165			Voucher Totals	33,731.28
Voucher No.	01-5074	Vendor	KACOUNEMPL		KACO UNEMPLOYMENT INSURANCE FUND	07/14/2015	
01-0214	02-9400-209-	UNEMPLOYMENT INSURANCE		913286	2015 UNEMPLOYMENT INSURANCE-ROAD		1,301.59
		Printed On Check	009166			Voucher Totals	1,301.59
						13 Vouchers Printed Totalling	41,397.45

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Jail Fund

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Voucher No.	01-5076	Vendor	MILLENNIUM BUSINESS SYSTEMS			
01-0314	03-5101-446-	OFFICE SUPPLIES	CHN135406	913257	INV CHN135406-MAINTENANCE CONTRACT 4106	23.52
		Printed On Check	00602			23.52
Voucher No.	01-5076	Vendor	U.S. POST OFFICE			
01-0314	03-5101-446-	OFFICE SUPPLIES		913431	JAILERS POSTAGE	69.00
		Printed On Check	00603			69.00
Voucher No.	01-5077	Vendor	GLENN STEINKAMP - MIDWEST AUTOMOTIVE			
01-0314	03-5101-592-	MAINTENANCE & REPAIR - VEHICLES	6990	913491	REAR BRAKE PADS, ROTORS, LABOR	231.29
		Printed On Check	00604			231.29
Voucher No.	01-5078	Vendor	BOONE COUNTY JAIL			
01-0314	03-5101-314-	CONTRACT WITH OTHER COUNTIES		913403	JUNE 2015 INMATE HOUSING	20,300.00
		Printed On Check	00605			20,300.00
Voucher No.	01-5079	Vendor	PENDLETON COUNTY SHERIFF			
01-0314	03-5101-399-	MISCELLANEOUS CONTRACTUAL SERVICES		913298	JAIL TRANSPORT SALARIES-JUNE	5,491.67
		Printed On Check	00606			5,491.67
Voucher No.	01-5080	Vendor	FLEETONE LLC			
01-0314	03-5101-455-	PETROLEUM PRODUCTS - GAS, OIL, ETC.	4252800041	913438	JUNE FUEL	668.99
		Printed On Check	00607			668.99
Voucher No.	01-5081	Vendor	PEOPLES TROPHIES & AWARDS			
01-0314	03-5101-481-	STAFF UNIFORMS	1451	913404	2 SHIRTS WITH BADGE	71.00
		Printed On Check	00608			71.00
Voucher No.	01-5082	Vendor	CLINICAL SOLUTIONS			
01-0314	03-5101-549-	ROUTINE MEDICAL	043018BOONPEND	913425	INMATE MEDS-INVOICE 043018	195.22
01-0314	03-5101-549-	ROUTINE MEDICAL	063016-BOONPEND	913425	INMATE MEDS-INVOICE 063016	715.60
		Printed On Check	00609			910.82
Voucher No.	01-5083	Vendor	KACO UNEMPLOYMENT INSURANCE FUND			
01-0314	03-5101-208-	UNEMPLOYMENT INSURANCE		913267	2015 UNEMPLOYMENT INSURANCE-JAIL	309.80
		Printed On Check	00610			309.80
Voucher No.	01-5084	Vendor	KY ASSOCIATION OF COUNTIES WORKER COMP.			
01-0314	03-5101-209-	WORKERS COMPENSATION		913283	WORKERS COMP INSURANCE PREMIUM-JAIL	3,828.33
		Printed On Check	00611			3,828.33
Voucher No.	01-5085	Vendor	KEN KELLS			
01-0314	03-5101-599-	MISCELLANEOUS EXPENSE		913402	REIMBURSEMENT FOR 2 MEALS DURING INMATE TRANSPORT	22.11
01-0314	03-5100-568-	STAFF TRAINING		913400	REIMBURSEMENT FOR PARKING AT JAILERS CONFERENCE	54.11
		Printed On Check	00612			76.22
11 Vouchers Printed Totalling						31,958.54

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**Pendleton County Fiscal Court
Voucher Claims Register**

L.G.E.A. Fund

From: 07/14/2015 To: 07/14/2015

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	01-5086	Vendor	PENDLETON CO INDUSTRIAL AUTHORITY			
01-0414	04-5135-345-	INDUSTRIAL AUTHORITY CONTRIBUTION		913251	4TH QRT FUNDING 2015	6,250.00
		Printed On Check	00304			6,250.00
Voucher No.	01-5087	Vendor	KENTUCKY MOTOR SERVICE FALMOUTH			
01-0414	04-5135-592-	EMERGENCY MANAGEMENT VEHICLE&MAINTENANCE	726-008903	913441	WINDSHIELD WIPERS FOR MERV	11.34
		Printed On Check	00305			11.34
Voucher No.	01-5088	Vendor	FALMOUTH ACE HARDWARE			
01-0414	04-5135-411-	CUSTODIAL SUPPLIES	52118	913206	TOILET REPAIR SUPPLIES	17.48
		Printed On Check	00306			17.48
Voucher No.	01-5089	Vendor	OFFICEDEPO			
01-0414	04-5135-446-	OFFICE SUPPLIES	775325061001	913206	ADDRESS LABELS	29.42
		Printed On Check	00307			29.42
Voucher No.	01-5090	Vendor	HEALTH&SAFETY INSTITUTE			
01-0414	04-5135-446-	FUNCTION SPECIFIC EQUIPMENT & SUPPLIES	624181	913261	CPRAED DIGITAL CERTIFICATION	4.60
		Printed On Check	00308			4.60
Voucher No.	01-5091	Vendor	SILCO FIRE PROTECTION CO.			
01-0414	04-5135-446-	FUNCTION SPECIFIC EQUIPMENT & SUPPLIES	33285	913210	EOC & VEHICLE FIRE EX. MAINTENANCE	427.00
		Printed On Check	00309			427.00
Voucher No.	01-5092	Vendor	FLEETONE LLC			
01-0414	04-5135-458-	EM PETROLEUM PRODUCTS	4252810041	913211	EM VEHICLE JUNE FUEL	207.28
		Printed On Check	00310			207.28
Voucher No.	01-5093	Vendor	CDW-G			
01-0414	04-5135-499-	OTHER SUPPLIES	WF90537	913194	INV WF90537 CANON CAM CORDER	403.23
01-0414	04-5135-499-	OTHER SUPPLIES	WH16386	913194	INV WH 16386 WIRELESS MICROPHONE	201.52
		Printed On Check	00311			604.75
Voucher No.	01-5094	Vendor	FLYNN CONTRACTING			
01-0414	04-5135-571-	RENEWALS AND REPAIRS	5337	913209	AC UNIT CIRCUIT BOARD	405.00
		Printed On Check	00312			405.00
Voucher No.	01-5095	Vendor	JOHN BLOOMFIELD			
01-0414	04-5135-573-	EOC TELEPHONE AND INTERNET		913202	CELL PHONE REIMBURSEMENT	46.06
		Printed On Check	00313			46.06
10 Vouchers Printed Totalling						8,002.93

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**Pendleton County Fiscal Court
Voucher Claims Register**

911 Fund Fund

From: 07/14/2015 To: 07/14/2015

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	01-5096	Vendor	MOBILCOMM INC			
01-7514	75-5145-399-	MISCELLANEOUS CONTRACTUAL SERVICE	657510	913274	INV 957510-JUNE MAINTENANCE CONTRACT-911	800.88
01-7514	75-5145-571-	RENEWALS AND REPAIRS	857209	913193	REPAIR DEFECTIVE BOARD FROM CONSOLE	1,346.14
		Printed On Check	003262			2,149.02
Voucher No.	01-5097	Vendor	MODERN LEASING			
01-7514	75-5145-399-	MISCELLANEOUS CONTRACTUAL SERVICE	281721316	913278	INVOICE 281721316-COPIER LEASE-911	469.06
		Printed On Check	003263			469.06
Voucher No.	01-5098	Vendor	COMMERCIAL ELECTRONICS CORP			
01-7514	75-5145-399-	MISCELLANEOUS CONTRACTUAL SERVICE	29051	913203	911 VOICE RECORDER ANNUAL MAINT. FEE	1,536.60
		Printed On Check	003264			1,536.60
Voucher No.	01-5099	Vendor	CARLA MAINES			
01-7514	75-5145-563-	911 POSTAL COSTS		913204	POSTAGE REIMBURSEMENT	7.45
		Printed On Check	003265			7.45
Voucher No.	01-5100	Vendor	ANGELA WRIGHT			
01-7514	75-5145-569-	911 STAFF TRAINING		913181	REIMBURSEMENT-TRAINING EXPENSES-MILES & MEALS	181.96
		Printed On Check	003266			181.96
Voucher No.	01-5101	Vendor	CALL ONE INC			
01-7514	75-5145-703-	COMMUNICATION EQUIPMENT	575109,570513	913206	911 HEADSET BATTERIES & REMOTE UNIT	298.00
		Printed On Check	003267			298.00
Voucher No.	01-5102	Vendor	KACO UNEMPLOYMENT INSURANCE FUND			
01-7514	75-5145-208-	UNEMPLOYMENT INSURANCE		913268	2015 UNEMPLOYMENT INSURANCE-911	1,301.59
		Printed On Check	003268			1,301.59
Voucher No.	01-5103	Vendor	KY ASSOCIATION OF COUNTIES WORKER COMP.			
01-7514	75-5145-209-	WORKERS COMPENSATION		913284	WORKERS COMP INSURANCE PREMIUM-911	2,230.47
		Printed On Check	003269			2,230.47
8 Vouchers Printed Totalling						8,184.45

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**Pendleton County Fiscal Court
Voucher Claims Register**

MH Fund Fund

From: 07/14/2015 To: 07/14/2015

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Voucher Date	Amount
Voucher No.	01-5104	Vendor	NORTH KEY		NORTH KEY COMMUNITY CARE	07/14/2015	
01-8814	88-6233-343-	GENERAL HEALTH - MH/MR		913429	JULY, AUGUST, SEPT 2015, CONTRIBUTION		40,834.50
		Printed On Check 000567					40,834.50
Voucher Totals							40,834.50
1 Vouchers Printed Totalling							40,834.50

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**Pendleton County Fiscal Court
Voucher Claims Register**

Education Fund

From: 07/14/2015 To: 07/14/2015

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Voucher Date	Amount
Voucher No.	01-9105	Vendor	RUMPIKE		RUMPIKE OF KENTUCKY INC.	07/14/2015	
01-9114	91-6210-468-	RECYCLING AND LANDFILL SUPPLIES	1824449	513168	ADMINISTRATIVE & STATE FEES		57.44
		Printed On Check 001801					57.44
Voucher Totals							57.44
1 Vouchers Printed Totalling							57.44

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In Re: Adjournment

A motion was made by Squire Mineer, seconded by Squire Whaley that this meeting be adjourned to meet again in regular session on Tuesday July 28th, 2015, subject to any called meetings.

ATTEST:

Pendleton County Judge Executive

Pendleton County Fiscal Court Clerk