

PENDLETON COUNTY FISCAL COURT  
JULY TERM  
JULY 28, 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 Whaley 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 Whaley that the agenda be approved as presented, motion carried.

In Re: Approval of Minutes

Minutes of the July 14, 2015 meeting were presented to the court by Fiscal Court Clerk, Vicky King, whereby Squire Mineer made a motion, seconded by Squire Veirs 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 reports for the month of June 2015 as well as the 4<sup>th</sup> quarter of fiscal year 2015 at the July 14, 2015 meeting. After reviewing these reports a motion was made by Squire Veirs, seconded by Squire Fogle that the reports be approved as presented, motion carried.

In Re: Dr. Georgia Heise and Jim Thaxton – Presentation

Dr. Georgia Heise and Jim Thaxton of the Three Rivers Health District came before the court to present regarding an evidence based phased syringe access exchange program. After discussion Squire Whaley made a motion to approve the signing of a resolution supporting this program, seconded by Squire Fogle, motion carried.

Pendleton County Fiscal Court

AND WHEREAS the General Assembly of the Commonwealth of Kentucky passed Senate Bill 192 in the 2015 Regular Session which amends KRS 218A.500, adding sections (5) (a) – (c), enabling local health departments to operate a substance abuse treatment outreach program which allows participants to exchange hypodermic needles and syringes with the consent of the local board of health and the legislative body of the city and county in which the program would operate;

NOW THEREFORE, BE IT RESOLVED on this DATE, the 28<sup>th</sup> of July, 2015 that the Pendleton County Fiscal Court believes that a syringe access exchange program would reduce the risk of spreading infectious diseases through the availability of sterile drug injection equipment for the above stated reasons.

AND

LET IT BE FURTHER RESOLVED that the Pendleton County Fiscal Court requests Three Rivers District Health Department to develop an evidence based phased syringe access exchange program at the Pendleton County Health Center to prevent and control the spread of communicable diseases associated with injection drug use and in so doing advance the public safety of Pendleton County's citizens.

AND

LET IT BE FURTHER RESOLVED that program implementation and progress shall be reviewed by the Three Rivers District Clinical and Administrative Staff and the District Board of Health.

  
David Fields, Judge Executive

7/28/15  
Date

In Re: Approve Signing of Agreement with State Transportation Department

Judge Fields presented the court with an agreement from the Kentucky Department of Transportation approving \$200,000.00 discretionary funds for blacktopping of various county roads. Squire Veirs made a motion to approve the signing of this agreement, seconded by Squire Mineer, motion carried.

PENDLETON COUNTY  
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COUNTY ROADS  
\$40,000 - FD39 FUNDS  
\$160,000 - CB06 FUNDS

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

**THIS AGREEMENT**, entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways, hereinafter referred to as the "Department," and Pendleton County, 233 Main Street, Falmouth, KY 41040, hereinafter referred to as the Local Public Agency ("LPA").

**WITNESSETH:**

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

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

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

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

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**WHEREAS**, the Department agrees this is a worthwhile Project and is willing to reimburse the LPA up to \$40,000 in state contingency funding (FD39) and \$160,000 in state rural secondary program funding (CB06) for the completion of this Project; and

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

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

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

To resurface the following various county roads:

- Vater Road (CR 1021) from KY 3162 extending southerly to Flour Creek Road for approximately 1.36 miles.
- Hogg Ridge Road (CR 1205) from 3.445 miles north of KY 22 extending northerly to the south approach of the bridge over the south fork of Grassy Creek for approximately 1.53 miles.
- McKinneysburg Road (CR 1117) from Richland Road extending easterly to Mark Haley Road for approximately 0.92 mile.
- North Ronda Avenue (CR 1151D) from Southside Church Road extending northeasterly for approximately 0.29 mile.
- South Ronda Avenue (CR 1151F) from the beginning of county maintenance extending northerly to Southside Church Road for approximately 0.16 mile.

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- Knoxville-Gardnersville Road (CR 1305) from Jagg Road extending northerly for approximately 1.5 miles.

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

2. The Department has authorized up to \$40,000 in state contingency funding (FD39) and \$160,000 in state rural secondary program funding (CB06) for all eligible expenses for this Project. This funding shall be made available for reimbursement to the LPA for all eligible expenses to the Project. The LPA shall be responsible for all eligible costs above the \$200,000 as well as any costs deemed ineligible for reimbursement from this Project. Any additional funding obligated for the completion of this Project shall be evidenced in writing by both parties with a Supplemental Agreement.
3. This Agreement is contingent upon the continued availability of appropriated funding. If the funding appropriated for the Project becomes unavailable for any reason including: the Kentucky General Assembly's failure to appropriate the funding, by operation of law or as the result of a reduction in funding, further reimbursement of Project expenditures may be denied, the Project may be cancelled, the timeline extended or the scope amended by the Department either in whole or in part without penalty. Denial of further reimbursement, Project cancellation, extension or amendment because of an interruption in the appropriated funding is not a default or breach of this Agreement by the Department nor may such denial, cancellation, extension or amendment give rise to any claim against the Department.

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4. The effective date of this Agreement is the date of signature by the Secretary of the Transportation Cabinet. The Term of Eligible Reimbursement under this Agreement shall be three (3) years from the date of its execution unless extended or amended by written Agreement in accordance with the provisions of KRS 45A. Any and all funding obligated for any phase of this Project shall be available to reimburse the LPA for eligible work activities completed and costs incurred prior to expiration.
5. The LPA shall follow state specifications for each necessary phase of this Project. The LPA shall adhere to all state regulations, including KRS 45A, KRS 176, KRS 177, and all terms of this Agreement for activities related to this Project as lead agency. The LPA will obtain any required permits, licenses or easements required to initiate, perform, and complete work and provide documentation to the Department's District 6 Office in Covington. In addition, the LPA is responsible to meet all other requirements and adhere to all regulations necessary to qualify for the receipt of these state funds. Concurrence must be obtained by the LPA through the Department's District 6 Chief District Engineer in Covington prior to the awarding of any contract for work or materials to be used on this Project.
6. Should the Project require any design services, the LPA agrees to use only licensed consultants who are pre-qualified to do work for the Department or to use a licensed Professional Engineer registered in the Commonwealth of Kentucky that demonstrates sufficient experience and knowledge in the type of work and receives the approval of the Department's District 6 Chief District Engineer in Covington. The LPA shall be responsible for all Project design activities, which may be completed either by the LPA's staff or a consultant that is to be selected based on qualifications. All design work to be contracted must comply with all legal advertisement and selection requirements including, but not limited to, the Model Procurement Code provisions of KRS 45A and KRS 424. The LPA shall submit and obtain concurrences to the Department's District 6 Chief District

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Engineer in Covington final design plans, specifications, and a total estimate prior to any construction. When applicable, the LPA must obtain any necessary permits or easements to allow for work to be accomplished on this Project and adhere to the Uniform Relocation Assistance (URA) and Real Property Acquisitions Policies Act.

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

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consents to the placement of a restrictive easement for perpetual maintenance of the property acquired or improved pursuant to the Project in the chain of title in favor of the Department prior to final reimbursement by the Department.

9. The LPA shall either adopt in writing the Department's written Policies and Procedures for Right of Way Acquisition and Relocation Assistance or present its own written Policies and Procedures for approval by the Department's Division of Right of Way and Utilities. The LPA shall conduct all appraisals and appraisal reviews using personnel meeting the Department's minimum qualifications and listed on the Department's pre-qualified appraiser and reviewer list. If the LPA chooses to use an acquisition consultant on all or any portion of the Project, the selection of the consultant shall be in accordance with the Department's Division of Right of Way Guidance Manual. All appraisals must be reviewed and approved by the Department's Central Office review appraisers, failure to do so will result in the Project being ineligible for funding reimbursement. The LPA shall provide property management in accordance with approved procedures and be responsible for the abatement of any asbestos containing materials and removal of contaminated soils pursuant to applicable state laws and regulations. The LPA shall provide the Department necessary assurance that all real property has been acquired and all displaced individuals, businesses, non-profit organizations and farms have been offered relocation assistance according to applicable state laws and regulations. The LPA shall provide the Department necessary documentation for review and approval at various stages of the acquisition process, as described in the Department's Right of Way Guidance Manual.
10. When conducting a utility relocation, KRS 177.035 and KRS 179.265 determine the necessity of payment for utility companies. Identification of utility or railroad facilities in conflict with the Project, the execution of a remedy for said conflict and oversight of the execution, and all work related to the Project shall be done in accordance with the Cabinet's

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Standards, Specifications, Standard Drawings, and Utilities and Rails Manual. Utility relocations shall be designed by the utility company and shown on the Project's survey and general plan sheets. The impacted utility company, with its regular construction or maintenance personnel, and/or with an approved contractor or subcontractor, will furnish all engineering, administration, labor, and materials to make and complete all necessary adjustments of its facilities to accommodate the Project. Correspondence pertaining to utility or railroad coordination must be provided to both contracted parties. If a conflict of interest arises between the obligated party and a utility company, the unobligated party shall intercede to provide the utility coordination. The completed relocation shall be inspected to document the proper installation of the facilities. Upon full execution of the utility relocation for the Project, three (3) sets of as-built plans for each utility company that completes facility relocation on the project prior to the construction letting, a utility impact note defining the utilities identified in the Project, relocations that have been performed, incomplete relocations, and completion schedules for the incomplete work must be provided.

11. State construction criteria for the type of work shall be followed, including but not limited to the Department's Highway Design Manual, the Department's Standard Drawings, the Department's Standard Specifications for Road and Bridge Construction, the Department's Drainage Manual, the Department's Structural Design Manual, the American Association of State Highway Transportation Officials' (AASHTO) "Policy on Geometric Design of Highways and Streets," and the FHWA Manual on Uniform Traffic Control Devices (MUTCD). All work performed shall be in accordance with the Department's Standard Specifications for Road and Bridge Construction, edition of 2012, and as provided in Subsection 105.01 of said Specifications. All materials furnished shall be in accordance with Subsection 106 of said Specifications to include all Department List of Approved Materials. These standards, specifications, and criteria are incorporated in this Agreement by this reference.

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12. The LPA agrees to use only licensed contractors and subcontractors who are pre-qualified to do work for the Department for any necessary construction services. The LPA shall be responsible for all Project construction activities, which may be completed either by the LPA's staff or through the advertisement, opening of bids, selection, and contracting for contractor services in accordance with the Model Procurement Code provisions of KRS 45A and KRS 424. Specific requirements defined within KRS 45A require that the award be made to the lowest responsive bidder meeting the criteria of responsibility established by the Department. The contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded. The contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. The LPA must receive Department approval for all change orders and shall have approval of the appropriate governing authority, but shall not increase the funding obligated to the LPA as a result of this Agreement.
13. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this contract, the LPA agrees as follows:
  - a. The LPA will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The LPA further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The LPA agrees to provide, upon request, needed reasonable

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accommodations. The LPA will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

b. The LPA will, in all solicitations or advertisements for employees placed by or on behalf of the LPA; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

c. The LPA will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the LPA's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The LPA will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

d. The LPA will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

e. The LPA will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

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f. In the event of the LPA's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the LPA may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

g. The LPA will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each sub-contractor or vendor. The LPA will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance.

14. The LPA shall be responsible for all aspects of administration, measuring, testing, and inspections to ensure the materials and work meets the Department's specifications of the construction contract. This includes providing daily, on-site inspection of the contractor's work activities and processing all of the paper work associated with the construction contract, including any change orders. The Department shall have access to the Project area and may conduct field reviews of the Project at any time. These field reviews are intended to verify status of the Project, performance of the contractor, adequacy of the LPA oversight, conformance with all laws, regulations, and policies and provide assistance to the LPA as may be necessary.

15. The LPA may submit to the Department's District 6 Office in Covington current billings reflecting the actual cost of work incurred during any given work period, which will be paid

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within a reasonable time after receipt by the Department; however, in no event is the LPA to submit billings for work performed for less than a thirty (30) day period. All charges to the Project shall be supported by properly executed invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charge. The Department may require additional documentation at their discretion.

16. The LPA is responsible for ensuring that all Project construction activities have been completed and are responsible for providing all of the necessary paperwork as required by the construction contract. The LPA will conduct a field inspection to verify completion of the work in conformance with the Agreement. This documentation must be provided to the Department's District 6 Chief District Engineer in Covington prior to final payment of the Project. When both the LPA and the Department accept the field work as complete, the LPA's project manager shall certify the Project was constructed in accordance with the plans and specifications and that all funding authorized on this Project has been used to reimburse for materials, equipment, or labor as intended and at the location agreed herein by both parties. Upon receipt of the Department's Final Acceptance Report, the LPA will issue the final payment to the contractor with an official Release of Contractor form for signature. Within 30 days, the LPA shall provide the Department with a copy of the official Release of Contractor form, as well as proof of payment, which includes cancelled checks.
17. This Agreement and the maintenance responsibilities herein shall survive in perpetuity the cancellation or termination of all or any portion of the Project, and shall survive the completion of and acceptance of the Project. To protect the public interest and maintain the original intent, the LPA agrees to maintain in an acceptable condition all facilities improved by the Project to the condition existing at the time of the Final Acceptance Report in perpetuity. In the event that the Project improvements are not maintained as a public

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facility, the LPA shall reimburse the Department for all costs incurred and for all funding expended pursuant to the Project, including any applicable interest.

18. The LPA shall maintain for a period of three (3) years all records of materials, equipment, and labor costs involved in the performance of work of said Project. In order to obtain reimbursement from the Department for constructing said Project, the LPA shall submit to the Department's District 6 Office in Covington documented invoices of materials, equipment, and labor used on the Project, including certification that the work was accomplished on a publicly maintained facility.
19. No member, officer, or employee of the Department or the LPA during his tenure or for one (1) year thereafter shall have any financial interest, direct or indirect, in this Agreement or the proceeds thereof as identified in KRS 45A.340. The Department and the LPA shall comply with the requirements of the Executive Branch Code of Ethics KRS Chapter 11A. The LPA warrants that no person, elected official, selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. No member, officer, or employee of the Department or LPA shall collude or lobby on behalf of this Project without penalty, including but not limited to suspension or debarment.
20. To the extent permitted by law, the LPA shall indemnify and hold harmless the Department and all of its officers, agents, and employees from all suits, actions, or claims of any character arising from any injuries, payments or damages received or claimed by any person, persons, or property resulting from implementation of any phase of the Project or occurring on or near the Project site.

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21. Either party may cancel the contract at any time for cause or may cancel without cause on 30 days written notice.
- a. The **Department** reserves the right to cancel all reimbursements under this Agreement at any time deemed to be in the best interest of the **Department** by giving thirty (30) days written notice of such cancellation to the **LPA**. If reimbursement under this Agreement is canceled under this section by reason other than violation of this Agreement or any applicable law by the **LPA**, its agents, employees and contractors, the **Department** shall reimburse the **LPA** according to the terms hereof for all expenses incurred under this Agreement to the date of such cancellation of reimbursement.
- b. The **LPA** may seek to cancel its obligations under this Agreement at any time deemed to be in the best interest of the **LPA** by giving thirty (30) days written notice of such request to the **Department**. If the **Department** agrees to allow the **LPA** to cancel the Project or cancel its obligations under this Agreement, the **LPA** shall reimburse the **Department** for all funding reimbursements made under this Agreement.
- c. Any dispute concerning a question of fact in connection with the work not disposed of by Agreement between the **LPA** and the **Department** shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final. Any proposed change or extension to this Agreement shall be at the mutual consent of the **LPA** and the **Department** and be evidenced in writing.
22. The Kentucky General Assembly may allow for a reduction in a contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the contract will be reduced by the amount specified in that document.

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23. The **Department** certifies that it is in compliance with the provisions of KRS 45A.695. "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The **LPA** hereby acknowledges it is responsible to inform any entity it intends to hire or use as a contractor, as defined in KRS 45A.030(9), that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.
24. KRS 45A.485 requires the **LPA** to certify that all contractors shall reveal to the **Department**, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

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

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25. It is understood and agreed by these parties that if any part of this contract is held by the courts to be illegal or in conflict with any law of the Commonwealth of Kentucky, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.
26. The LPA will pass a resolution authorizing the Judge/Executive to sign this Agreement on behalf of the LPA. An acceptable Resolution shall contain the project name, description, amount of funds being provided and an acknowledgement that the LPA agrees to ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Agreement. Furthermore, by accepting the funds the LPA agrees to all terms and conditions stated in the Agreement. A copy of that resolution shall be attached to and made a part of this Agreement.

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

PENDLETON COUNTY

COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET

\_\_\_\_\_  
David S. Fields  
Judge/Executive

\_\_\_\_\_  
Michael W. Hancock  
Secretary

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM & LEGALITY

  
\_\_\_\_\_  
Todd Shipp  
Office of Legal Services

DATE: 7/17/15

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In Re: Approve Bid on Crushed Limestone

Hilltop Stone, LLC presented the following bid for stone prices for fiscal year 2016. Squire Whaley made a motion to approve the bid, seconded by Squire Fogle, motion carried.



Hilltop Basic Resources, Inc.  
 Hilltop Concrete  
 Maysville Ready Mix  
 Hilltop Stone, LLC  
 Hilltop Big Bend Quarry, LLC

July 15, 2015

Pendleton County Fiscal Court  
 Falmouth, Kentucky 41040

Gentlemen:

We are pleased to quote the following prices on crushed limestone meeting Kentucky State Highway Department specifications loaded on your trucks at our quarry near Butler, Kentucky for your 2015-2016 Fiscal year.

Size	Price
Com 610's.....	\$ 6.75
4's.....	\$10.75
2's.....	\$10.15
6's.....	\$ 9.25
57's.....	\$ 10.75
9m's.....	\$ 11.00
8's.....	\$ 11.00
DGA.....	\$ 9.95
Quarry Run Rip Rap.....	\$ 13.20
Cyclopean Rip Rap.....	\$ 14.20
Channel Lining 2.....	\$ 13.20
Channel Lining 3.....	\$ 13.70

(Above prices do not include KY sales tax)

Stone can be delivered to the county yard at the rate of \$3.25 per ton.

Sincerely,

*Roger D. Wafford*  
 Roger D Wafford  
 Hilltop Stone, LLC  
 General Manager

One West Fourth Street, Suite 1100 • Cincinnati, Ohio 45202-3610 • Phone: (513) 651-5000 • Fax: (513) 684-8222

**In Re: Award Bridge Projects**

Discussion was held regarding the bridge projects bids. The court felt that additional information was needed therefore no action was taken.

**In Re: Bid Opening for Blacktopping**

Two bids were received regarding blacktopping of various county roads, Eaton Asphalt and Mago Construction were the two bidders. After discussion of the bids Squire Veirs made a motion to accept the bid from Mago Construction for both pick up from plant and laying, seconded by Squire Whaley, motion carried.



1551 E. JOHN ROWAN BLVD.  
P.O. BOX 689 - EARLESTOWN, KY - 40004  
(502) 348-3953 - FAX: (502) 348-0440

July 28, 2015

Pendleton County Fiscal Court  
County Judge Executive  
Hon. David Fields and  
Pendleton County Magistrates  
233 Main Street  
Falmouth, KY 41040

Gentlemen:

As per your request to receive seal bids for bituminous concrete surface, base, and binder, F.O.B. Butler Plant, Mago Construction Company is pleased to offer for your consideration the following:

- 1. Bituminous Concrete Surface IIA # 60.00 per ton.  
F.O.B. Plant at Butler, KY
- 2. Bituminous Concrete Surface II # 60.00 per ton.  
F.O.B. Plant at Butler, KY
- 3. Bituminous Concrete Base \$ 58.00 per ton.  
F.O.B. Plant at Butler, KY
- 4. Bituminous Binder thru \$ 59.00 per ton.  
Plant F.O.B. Butler, KY

Mago Construction Company will honor this bid from April 1, 2015 to June 30, 2016.

Respectfully submitted,  
Mago Construction Company

*Phillip Crump*  
Phillip Crump

AN EQUAL EMPLOYMENT EMPLOYER

PENDLETON COUNTY FISCAL COURT  
PENDLETON COUNTY ROAD DEPARTMENT

INVITATION TO BID

To be opened: Tuesday July 28<sup>th</sup>, 2015 at 7:00pm  
Date issued: Tuesday July 21<sup>st</sup>, 2015 10:00 AM

COMMODITY: RESURFACING OF VARIOUS COUNTY ROADS

For information call: David S. Fields, County Judge — 859-654-4321

Bidders Name: Phillip Crump

Signature: *Phillip Crump*

Firm/Company: Mago Construction Co.

IMPORTANT INSTRUCTIONS TO BIDDERS

- 1. Each bid should be in a SEPARATE ENVELOPE and have typed on the envelope Blacktop Bid, opening date and time, Pendleton County Fiscal Court will not be responsible for any premature opening or failure to open a bid not properly addressed or identified as stated above.
- 2. Bids must be received in the office of the County Judge/Executive, 233 Main Street, Falmouth, Kentucky 41040, in a sealed envelope no later than 4:00 pm July 28<sup>th</sup>, 2015 all received bids will be opened and read publicly at the next Fiscal Court meeting, Tuesday July 28<sup>th</sup>, 2015 at 7:00pm.
- 3. All materials, equipment, construction procedures and any or all regulations that would pertain to a similar project let to contract by the Department of Transportation, Bureau of Highway or State of Kentucky shall apply to this project.
- 4. All equipment (distributor, road broom, grader, rollers and self propelled paver) shall meet the current specifications and be approved for similar projects let to contract by the Kentucky Department of Transportation and Bureau of Highways.
- 5. All cost of preparation (sweeping, cleaning, grading, etc.) shall be incidental to the cost of the mix laid.

6. The bituminous base and surface mix shall be bituminous concrete base and surface according to Section 402 and 403 of the 2012 Edition of the Kentucky Standard Specifications for Road and Bridge Construction.
  7. Bituminous tack coat shall be as per Section 406 of the 2012 Edition of the Kentucky Standard Specifications for Road and Bridge Construction.
  8. Bituminous concrete surface and base estimate based on per road calculated from specified depth of 1.75 inches laid, rolled to 1.50 inches.
  9. Either 110 limestone or gravel may be used as the coarse aggregate in all Bituminous mixes.
  10. The bituminous material for the mix shall be either AC 10 or AC 20.
  11. Minimum asphalt content for asphalt base mix shall be 4.8% and for asphalt Surface mix 5.8%.
  12. Patching and or leveling material shall be either bituminous concrete base or surface as directed by the County Road Supervisor.
  13. Patching and or leveling materials shall be applied with either a patrol grader or paver as directed by the County Road Supervisor.
  14. Surfacing contractor will not be required to alter in any way storm and/or sanitary Sever covers that may be present at time of resurfacing.
  15. Quotations must be submitted on this form indicating unit price for each item bid. If applicable, total extension and a grand total bid shall be submitted.
  16. It shall be the responsibility of the Contractor to include the paving of field entrances, road approaches, etc, and perform any other duties as directed by the County.
  17. The Contractors Certified Technician shall furnish the County a report covering Asphalt content and gradation for all mixes laid. This report shall be furnished along with normal billing documents unless requested otherwise.
  18. The County reserves the right to accept or reject any and/or all bids and to waive irregularities and to negotiate with the best qualified bidder if they deem it to be the best interest of the County to do so.
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20. Bids may be rejected unless filled out in ink or typewritten and signed in ink by a proper agent of the firm.
  21. Bidders are invited to attend the public bid opening.
  22. Do not add or include Kentucky Sales & Use Tax. (County is exempt)
  23. Contractor shall be on the Department of Transportation, Bureau of Highways Approved and prequalified bidders list.
  24. Each bid must be accompanied by a bid bond payable to the owner for (5%) FIVE PERCENT of the grand total of the bid. The bid bond of the successful bidder will be retained until the performance bond has been executed and approved, after which it will be returned. A certified check may be used in lieu of a bid bond.
  25. The successful bidder will be required to post a performance bond in the amount of (100%) ONE HUNDRED PERCENT of the bid. Contractor is responsible for all permits, licenses, insurance and incidentals.
  26. The bidder shall comply with all applicable Federal, State and Local laws.
  27. The successful bidder shall commence substantial work on the project within Thirty (30) days of the acceptance of the bid by the County, and the project shall be completed by October 31, 2015. This provision shall be binding on the successful bidder unless waived in writing by the County.
  28. In the event the successful bidder fails to commence substantial work on the project within thirty (30) days and the County does not waive this requirement, the County shall have the option to reject the bid and to void the contract, and in such event to either accept the next lowest and best bidder or to negotiate with the best qualified bidder.
  29. In the event the successful bidder fails to complete the project by October 23, 2015 and the County has not waived this requirement in writing, the County shall receive from the bidder (or withhold from the bidder, at its option) liquidated damages of \$250.00 per calendar day.
  30. All the terms and conditions of these instructions to bidders and the specifications for this project shall constitute, the part of, and incorporate into, the contract between the County and the successful bidder.
  31. All work outlined in these specifications are subject to COUNTY FUNDING.

Pendleton County Fiscal Court — Resurfacing Various Roads — June, 2015

District One:

<u>Name of Road</u>	<u>Location of Road</u>	<u>Quantity Tons Surface Mix</u>	<u>Unit Cost Per Ton</u>	<u>Total Price</u>
Knoxville-Gardnerville 096-CR-1305	.6 miles from Center Ridge, begin at Box # 4268 and go east 1.553 miles to Jagg rd.	<u>1,118</u>	<u>\$ 58.<sup>00</sup></u>	<u>\$ 64,844.<sup>00</sup></u>

District Two:

Vater Rd. 096-CR-1021	From Flour Creek Rd. to Lock Rd. 1.345 miles	<u>1,059</u>	<u>\$ 58.<sup>00</sup></u>	<u>\$ 61,422.<sup>00</sup></u>
Monohon Rd. 096-CR-1015	From Intersection of Hwy 10 N. & Monohon Rd. Go to end of County Maintenance - .387 miles	<u>207</u>	<u>\$ 58.<sup>00</sup></u>	<u>12,006.<sup>00</sup></u>

Flour Creek Rd. 096-CR-1022	From Intersection of Hwy 159 & Flour Creek Rd. Go west 1.055 miles to join new Blk Top	<u>822</u>	<u>\$ 58.<sup>00</sup></u>	<u>\$ 47,676.<sup>00</sup></u>
Bayless Rd. 096-CR-1051	From Intersection of Hwy. 10 & Bayless Rd. Go to end of County Maintenance .541 miles	<u>334</u>	<u>\$ 58.<sup>00</sup></u>	<u>\$ 19,372.<sup>00</sup></u>
Barker Rd. 096-CR-1031	From Intersection of AA Hwy(#9) & Barker Rd. Go 1.282 miles to Route 8 Intersection	<u>838</u>	<u>\$ 58.<sup>00</sup></u>	<u>\$ 48,604.<sup>00</sup></u>
Vater Rd. 096-CR-1021	From Intersection of Lock Rd. & Vater Rd. Go 1,156.07 LF	<u>164</u>	<u>\$ 58.<sup>00</sup></u>	<u>\$ 9,512.<sup>00</sup></u>

District Three:

Hogg Ridge Rd. 096-CR-1205	9 miles from 467 start at east side of bridge and go east for 1.53 miles	<u>1,050</u>	<u>\$ 58.<sup>00</sup></u>	<u>\$ 60,900.<sup>00</sup></u>
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District Four:

McKinneysburg Rd 096-CR-1117	From Richland Rd. go east for .949 miles.	<u>739</u>	<u>\$ 58.<sup>00</sup></u>	<u>\$ 42,862.<sup>00</sup></u>
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N. Rhonda 096-CR-1151D	From Intersection of N. Rhonda & Southside Church Rd. Go North 1,550ft x 20ft wide	<u>284</u>	<u>\$ 58.<sup>00</sup></u>	<u>\$ 16,472.<sup>00</sup></u>
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S. Rhonda 096-CR-1151F	From Intersection of S. Rhonda & Southside Church Rd. Go South 845ft x 15ft wide	<u>116</u>	<u>\$ 58.<sup>00</sup></u>	<u>6,728.<sup>00</sup></u>
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Total: \$ 390,398.<sup>00</sup>

PENDLETON COUNTY FISCAL COURT  
PENDLETON COUNTY ROAD DEPARTMENT

INVITATION TO BID

To be opened: Tuesday July 28<sup>th</sup>, 2015 at 7:00pm  
Date issued: Tuesday July 21<sup>st</sup>, 2015 10:00 AM

COMMODITY: RESURFACING OF VARIOUS COUNTY ROADS

For information call: David S. Fields, County Judge — 859-654-4321

Bidders Name: Allan Street

Signature: Allan Street

Firm/Company: Easton Asphalt Paving Co. Inc.

IMPORTANT INSTRUCTIONS TO BIDDERS

1. Each bid should be in a SEPARATE ENVELOPE and have typed on the envelope Blacktop Bid, opening date and time, Pendleton County Fiscal Court will not be responsible for any premature opening or failure to open a bid not properly addressed or identified as stated above.
2. Bids must be received in the office of the County Judge/Executive, 233 Main Street, Falmouth, Kentucky 41040, in a sealed envelope no later than 4:00 pm July 23<sup>rd</sup>, 2015 all received bids will be opened and read publicly at the next Fiscal Court meeting, Tuesday July 28<sup>th</sup>, 2015 at 7:00pm.
3. All materials, equipment, construction procedures and any or all regulations that would pertain to a similar project let to contract by the Department of Transportation, Bureau of Highway or State of Kentucky shall apply to this project.
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5. All cost of preparation (sweeping, cleaning, grading, etc.) shall be incidental to the cost of the mix laid.
  
6. The bituminous base and surface mix shall be bituminous concrete base and surface according to Section 402 and 403 of the 2012 Edition of the Kentucky Standard Specifications for Road and Bridge Construction.
7. Bituminous tack coat shall be as per Section 406 of the 2012 Edition of the Kentucky Standard Specifications for Road and Bridge Construction.
8. Bituminous concrete surface and base estimate based on per road calculated from specified depth of 1.75 inches laid, rolled to 1.50 inches.
9. Either 110 limestone or gravel may be used as the coarse aggregate in all Bituminous mixes.
10. The bituminous material for the mix shall be either AC 10 or AC 20.
11. Minimum asphalt content for asphalt base mix shall be 4.8% and for asphalt Surface mix 5.8%.
12. Patching and or leveling material shall be either bituminous concrete base or surface as directed by the County Road Supervisor.
13. Patching and or leveling materials shall be applied with either a patrol grader or paver as directed by the County Road Supervisor.
14. Surfacing contractor will not be required to alter in any way storm and/or sanitary sewer covers that may be present at time of resurfacing.
15. Quotations must be submitted on this form indicating unit price for each item bid. If applicable, total extension and a grand total bid shall be submitted.
16. It shall be the responsibility of the Contractor to include the paving of field entrances, road approaches, etc, and perform any other duties as directed by the County.
17. The Contractors Certified Technician shall furnish the County a report covering Asphalt content and gradation for all mixes laid. This report shall be furnished along with normal billing documents unless requested otherwise.
18. The County reserves the right to accept or reject any and/or all bids and to waive irregularities and to negotiate with the best qualified bidder if they deem it to be the best interest of the County to do so.

20. Bids may be rejected unless filled out in ink or typewritten and signed in ink by a proper agent of the firm.
21. Bidders are invited to attend the public bid opening.
22. Do not add or include Kentucky Sales & Use Tax. (County is exempt)
23. Contractor shall be on the Department of Transportation, Bureau of Highways Approved and prequalified bidders list.
24. Each bid must be accompanied by a bid bond payable to the owner for (5%) FIVE PERCENT of the grand total of the bid. The bid bond of the successful bidder will be retained until the performance bond has been executed and approved, after which it will be returned. A certified check may be used in lieu of a bid bond.
25. The successful bidder will be required to post a performance bond in the amount of (100%) ONE HUNDRED PERCENT of the bid. Contractor is responsible for all permits, licenses, insurance and incidentals.
26. The bidder shall comply with all applicable Federal, State and Local laws.
27. The successful bidder shall commence substantial work on the project within Thirty (30) days of the acceptance of the bid by the County, and the project shall be completed by October 31, 2015. This provision shall be binding on the successful bidder unless waived in writing by the County.
28. In the event the successful bidder fails to commence substantial work on the project within thirty (30) days and the County does not waive this requirement, the County shall have the option to reject the bid and to void the contract, and in such event to either accept the next lowest and best bidder or to negotiate with the best qualified bidder.
29. In the event the successful bidder fails to complete the project by October 23, 2015 and the County has not waived this requirement in writing, the County shall receive from the bidder (or withhold from the bidder, at its option) liquidated damages of \$250.00 per calendar day.
30. All the terms and conditions of these instructions to bidders and the specifications for this project shall constitute, the part of, and incorporate into, the contract between the County and the successful bidder.
31. All work outlined in these specifications are subject to COUNTY FUNDING.

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

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

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

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

That the bidder is legally entitled to enter into the contracts with the Pendleton County Fiscal Court and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390, 16.092, 61.096 and 42.990; and

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

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

**NOTICE**

Any agreement of collusion among bidders or prospective bidders which restrains, tend to restrain, or is reasonably calculated to restrain completion by agreement to bid at a fixed price, or to refrain from bidding or otherwise, is prohibited. The provision of KRS 355.080 and 305.000 which permit the regulation of resale price by contract do not apply to sales to the State, no sales to Local Governments.

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

Grand Total: \$ 418,198.00

We submit the prices and agree to commence work in 30 days after receipt of order. This offer is for 90 calendar days and is from the date this bid is opened.

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

Signed by William [Signature] Date 7/28/15

Firm/Company Estan Asphalt Paving Co., Inc.

Address P.O. Box E, Frogtown Rd, Walton, KY 40384

Pendleton County Fiscal Court --- Resturfacing Various Roads --- June, 2015

District One:

<u>Name of Road</u>	<u>Location of Road</u>	<u>Quantity Tons Surface Mix</u>	<u>Unit Cost Per Ton</u>	<u>Total Price</u>
Knoxville-Gardnerville 096-CR-1305	.6 miles from Center Ridge, begin at Box # 4268 and go east 1.553 miles to Jagg rd.	<u>1120</u>	<u>60.00</u>	<u>67200.00</u>

District Two:

Vater Rd. 096-CR-1021	From Flour Creek Rd. to Lock Rd. 1.345 miles	<u>1060</u>	<u>60.00</u>	<u>64660.00</u>
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Monohon Rd. 096-CR-1015	From Intersection of Hwy 10 N. & Monohon Rd. Go to end of County Maintenance - .387 miles	<u>210</u>	<u>65.00</u>	<u>13650.00</u>
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Flour Creek Rd. 096-CR-1022	From Intersection of Hwy 159 & Flour Creek Rd. Go west 1.055 miles to join new Blk Top	<u>820</u>	<u>62.00</u>	<u>51460.00</u>
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Bayless Rd. 096-CR-1051	From Intersection of Hwy. 10 & Bayless Rd. Go to end of County Maintenance .541 miles	<u>340</u>	<u>60.00</u>	<u>20400.00</u>
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Barker Rd. 096-CR-1031	From Intersection of AA Hwy(#9) & Barker Rd. Go 1.282 miles to Route 8 Intersection	<u>869</u>	<u>60.00</u>	<u>52069.00</u>
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Vater Rd. 096-CR-1021	From Intersection of Lock Rd. & Vater Rd. Go 1,156.07 LF	<u>170</u>	<u>63.00</u>	<u>10710.00</u>
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District Three:

Hogg Ridge Rd. 096-CR-1205	.9 miles from 467 start at east side of bridge and go east for 1.53 miles	<u>1050</u>	<u>60.00</u>	<u>63000.00</u>
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District Four:

McKinneysburg Rd 096-CR-1117	From Richland Rd. go east for .949 miles.	<u>735.00</u>	<u>64.00</u>	<u>47040.00</u>
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N. Rhonda 096-CR-1151D	From Intersection of N. Rhonda & Southside Church Rd. Go North 1,550ft x 20ft wide	<u>285.</u>	<u>69.00</u>	<u>19665.00</u>
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S. Rhonda 096-CR-1151F	From Intersection of S. Rhonda & Southside Church Rd. Go South 845ft x 15ft wide	<u>116</u>	<u>69.00</u>	<u>8004.00</u>
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TOTAL 418,798.00

**In Re: Road Department Equipment – Broom Sweeper for Bobcat**

Discussion was held regarding the purchase of broom for the bobcat to use when chip sealing. Squire Fogle made a motion to purchase a sweeper not to exceed \$4,300.00, seconded by Squire Whaley, motion carried.

Road Dept Equipment - 2015  
Skid-Steer  
Broom

Rental:

Day – \$ 100.00  
Week – \$ 350.00  
Month – \$ 1000.00

Purchase:

2012 Model – \$ 2950.00  
2013 Model – \$ 3750.00  
2014 Model – \$ 4300.00

Rent to Buy – 75% of Cost goes Toward Purchase

Discussion was held regarding repairs needed on the loader, Squire Mineer made a motion to have the loader repaired and that Rodney Miles will do the hauling of the loader to the repair shop, seconded by Squire Veirs, motion carried.

**In Re: Transfers**

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

**PENDLETON COUNTY FISCAL COURT  
TUESDAY JULY 28, 2015  
7:00 PM**

**COURT ORDERED TRANSFERS**

**General Fund**

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

01-9100-521 Insurance \$460.00

**LGEA Fund**

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

04-6105-447 Road and Bridge Materials \$114,201.00

David S. Fields

Vicky J. King

**In Re: Payment of Claims**

Judge Fields presented and reviewed the payment of claims, whereby Squire Fogle made a motion. Seconded by Squire Whaley that the claims be approved and paid as presented, motion carried.

**Pendleton County Fiscal Court  
Voucher Claims Register**

General Fund

From: 07/28/2015 To: 07/28/2015

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 01-5108		Vendor POST OFFIC	U S POST OFFICE			Voucher Date 07/28/2015
01-0128	01-5001-563-	CO, JUDGE/EXEC., POSTAGE		913477	400 STAMPS @ .49 EACH	196.00
		Printed On Check 018809				Voucher Totals 196.00
Voucher No. 01-5109		Vendor LOCALISSUE	LOCAL ISSUES CONFERENCE			Voucher Date 07/28/2015
01-0128	01-5025-569-	REGISTRATION/CONFERENCES		913450	CONFERENCE REGIST-VEIRS,MINEER, FIELDS, FOGLE	700.00
01-0128	01-5040-569-	REGISTRATIONS & CONFERENCES		913450	CONFERENCE REGISTRATION-KING	175.00
		Printed On Check 018610				Voucher Totals 875.00
Voucher No. 01-5110		Vendor STRAUSS	STRAUSS & TROY			Voucher Date 07/28/2015
01-0128	01-5070-399-	PLANNING - COMPREHENSIVE	6953937	913469	INV 6953937-LEGAL SERVICES-JUNE 2015	1,226.00
		Printed On Check 018611				Voucher Totals 1,226.00
Voucher No. 01-5111		Vendor APA	AMERICAN PLANNING ASSOCIATION			Voucher Date 07/28/2015
01-0128	01-5070-551-	F & Z MEMBERSHIPS		913487	APA, KAPA MEMBERSHIP DUES	345.00
		Printed On Check 018612				Voucher Totals 345.00
Voucher No. 01-5112		Vendor INDUSTRIAL	PENDLETON CO INDUSTRIAL AUTHORITY			Voucher Date 07/28/2015
01-0128	01-5075-578-	ECONOMIC DEVELOPMENT UTILITIES		913489	COMMUNITY DEVELOPMENT EXPENSES	133.81
		Printed On Check 018613				Voucher Totals 133.81
Voucher No. 01-5113		Vendor D-C ELEVAT	D-C ELEVATOR COMPANY, INC.			Voucher Date 07/28/2015
01-0128	01-5080-582-	COURTHOUSE ELEVATOR MAINTENANCE	216431	913469	INV 216431-ELEVATOR MAINTENANCE-COURTHOUSE	94.01
01-0128	01-5081-582-	JUDICIAL CENTER ELEVATOR MAINTENANCE	216430	913469	INV 216430-ELEVATOR MAINTENANCE-JUDICIAL CTR	127.96
		Printed On Check 018614				Voucher Totals 221.97
Voucher No. 01-5114		Vendor SCIOTO	SCIOTO, L.L.C.			Voucher Date 07/28/2015
01-0128	01-5081-329-	JUDICIAL CENTER CUSTODIAL PERSONNEL	12944	913467	JULY CLEANING-JUDICIAL CTR	3,153.66
		Printed On Check 018615				Voucher Totals 3,153.66
Voucher No. 01-5115		Vendor JRP	J. R. P.			Voucher Date 07/28/2015
01-0128	01-5081-399-	JUDICIAL CENTER GROUNDS KEEPER	1496223161512JC	913460	INV 1512-JC MOW JUDICIAL-JUNE 2, 9, 16, 23, 2015	500.00
		Printed On Check 018616				Voucher Totals 500.00
Voucher No. 01-5116		Vendor JONGOSNEY	JON GOSNEY - ELECTRICAL SERVICES			Voucher Date 07/28/2015
01-0128	01-5085-441-	CO. PROPERTIES - MACHINERY&EQUIPMENT	5185	913447	INV 5185-QRT MAINTENANCE-GLAGG SPRING RADIO EQUIP	80.00
01-0128	01-5085-441-	CO. PROPERTIES - MACHINERY&EQUIPMENT	5188	913447	INV 5188-QRT MAINTENANCE-MT ALBURN RADIO EQUIP	80.00
01-0128	01-5085-441-	CO. PROPERTIES - MACHINERY&EQUIPMENT	5203	913447	INV 5203-QRT MAINTENANCE-MORGAN HI TOWER-RAD EQUI	80.00
01-0128	01-5085-441-	CO. PROPERTIES - MACHINERY&EQUIPMENT	5200	913466	INV 5200-QRTLY MAINTENANCE HWY 177 RADIO BLDG	82.85
01-0128	01-5085-441-	CO. PROPERTIES - MACHINERY&EQUIPMENT	5204	913498	INV 5204-QRTLY MAINTENANCERADIO EQUIPMENT	192.00
		Printed On Check 018617				Voucher Totals 514.85
Voucher No. 01-5117		Vendor MIDWEST	MIDWEST BOTTLE GAS INC.			Voucher Date 07/28/2015
01-0128	01-5085-578-	UTILITIES RADIO TOWER BUILDINGS	5525	913494	BOTTLED GAS-MORGAN HIGHTOWER RADIO BLDG	175.14
		Printed On Check 018618				Voucher Totals 175.14

**Pendleton County Fiscal Court  
Voucher Claims Register**

General Fund

From: 07/28/2015 To: 07/28/2015

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	01-5116	Vendor	BONDEDLOCK	BONDED LOCK SERVICE		
01-0128	01-5086-571-	RENEWALS AND REPAIRS ANNEX BLDG.	111825	913465	DOOR LOOKS-SHERIFFS BUILDING	279.50
		Printed On Check	018619			279.50
Voucher No.	01-5119	Vendor	BUTLER	CITY OF BUTLER		
01-0128	01-5425-507-	CELEBRATIONS, FESTIVALS, PROGRAMS		913468	CONTRIBUTION TO BUTLER ANNUAL FESTIVAL	600.00
		Printed On Check	018620			600.00
Voucher No.	01-5120	Vendor	ABIGAILVOL	ABIGAIL E. VOELKER		
01-0128	01-9100-332-	LEGAL FEES		913458	PUBLIC ADVOCACY-C RIGNEY	250.00
01-0128	01-9100-332-	LEGAL FEES		913458	PUBLIC ADVOCACY-D GILBERT	250.00
		Printed On Check	018621			500.00
Voucher No.	01-5121	Vendor	FEMA FLOOD	FEMA FLOOD PAYMENTS		
01-0128	01-9100-521-	INSURANCE		913454	FLOOD INSURANCE-COURTHOUSE	1,767.00
		Printed On Check	018622			1,767.00
Voucher No.	01-5122	Vendor	HRA CONTRI	HRA FUND		
01-0128	01-9400-299-	HRA - FRINGE BENEFITS		913474	JULY GENERAL FUND CONTRIBUTION	1,370.59
		Printed On Check	018623			1,370.59
Voucher No.	01-5130	Vendor	HALL SIGNS	HALL SIGNS INC.		
01-0228	01-5210-445-	OFFICE SUPPLIES SOLID WASTE	300950	913470	SIGNS FOR DUMPSTER - VIDEO	115.32
		Printed On Check	018624			115.32
16 Vouchers Printed Totalling						11,972.83

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**Pendleton County Fiscal Court  
Voucher Claims Register**

Road Fund

From: 07/28/2015 To: 07/28/2015

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	01-5123	Vendor	HILLTOP	HILLTOP STONE LLC		
01-0228	02-6105-405-	CRUSHED STONE & GRAVEL	866015	913309	10.11 TON #4-NORTH RONDA	106.15
01-0228	02-6105-405-	CRUSHED STONE & GRAVEL	864964	913310	10.56 TON #4-INVOICE 864984	111.09
		Printed On Check	009167			217.25
Voucher No.	01-5124	Vendor	MAGO	MAGO CONSTRUCTION CO, INC		
01-0228	02-6105-447-	ROAD MATERIALS		912598	20.58 TON SURFACE-GREENWOOD PORTLAND	1,234.80
		Printed On Check	009168			1,234.80
Voucher No.	01-5125	Vendor	SWIFTINDUS	SWIFT INDUSTRIAL CLEANING SOLUTIONS, INC		
01-0228	02-6105-447-	ROAD MATERIALS		913452	FILTER, NOZZLE, PUMP OIL, PICKUP & DELIVERY	318.00
		Printed On Check	009169			318.00
Voucher No.	01-5126	Vendor	MILES	RODNEY MILES - BODY SHOP		
01-0228	02-6105-447-	ROAD MATERIALS	18071	913468	INV 18071-TOWING TO ERLANGER	250.00
01-0228	02-6105-447-	ROAD MATERIALS	16258	913468	INV 16258-HAUL ROCK FROM HILLTOP TO PILE	225.00
01-0228	02-6105-447-	ROAD MATERIALS	16300	913468	INV 16300-HAUL ROCK FROM HILLTOP TO PILE	1,200.00
		Printed On Check	009170			1,675.00
Voucher No.	01-5127	Vendor	UK	UNIVERSITY OF KENTUCKY		
01-0228	02-6105-447-	ROAD MATERIALS		913453	08-04-2015 - EDDIE, ANDY, JOSH & JEROME	340.00
		Printed On Check	009171			340.00
Voucher No.	01-5128	Vendor	SCOTT-GRO	SCOTT-GROSS COMPANY, INC.		
01-0228	02-6105-447-	ROAD MATERIALS		913451	OXYGEN CYLINDERS	28.85
		Printed On Check	009172			28.85
Voucher No.	01-5129	Vendor	NORTON	TIM NORTON AUTO SERVICE L.L.C.		
01-0228	02-6105-447-	ROAD MATERIALS		913449	03 SILVERADO-FRONT LINE BRAKE LINE REPAIR	100.00
		Printed On Check	009173			100.00
Voucher No.	01-5131	Vendor	HRA CONTRI	HRA FUND		
01-0228	02-9400-299-	HRA - FRINGE BENEFIT		913475	JULY ROAD FUND CONTRIBUTION	883.38
		Printed On Check	009174			883.38
8 Vouchers Printed Totalling						4,798.28

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**Pendleton County Fiscal Court  
Voucher Claims Register**

Jail Fund

From: 07/28/2015 To: 07/28/2015

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	01-5132	Vendor	GREATAMER	GREAT AMERICAN FINANCIAL SERVICES		
01-0328	03-5101-445-	OFFICE SUPPLIES	17247320	913446	INV 17247320-LEXMARK COPIER-JAILER	35.86
		Printed On Check	006819			35.86
Voucher No.	01-5133	Vendor	MIDWESTAUT	GLENN STEINKAMP - MIDWEST AUTOMOTIVE		
01-0328	03-5101-592-	MAINTENANCE & REPAIR - VEHICLES	7024	913405	OIL CHANGE & OIL & FILTER, MOUNT & BALANCE TIRES	64.93
01-0328	03-5101-592-	MAINTENANCE & REPAIR - VEHICLES	7032	913407	OIL CHANGE, FILTER, WIPER BLADES-08 VAN	20.00
01-0328	03-5101-592-	MAINTENANCE & REPAIR - VEHICLES	729	913406	OIL CHANGE, FILTER, WIPER BLADES, 08 CV	70.08
		Printed On Check	006814			215.01
Voucher No.	01-5134	Vendor	ST EHEALTH	ST. ELIZABETH HEALTHCARE		
01-0328	03-5101-549-	ROUTINE MEDICAL		913485	MEDICAL CARE-INMATE CLEMONS-40% DISCOUNT	513.04
		Printed On Check	006815			513.04
3 Vouchers Printed Totalling						763.91

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**Pendleton County Fiscal Court  
Voucher Claims Register**

L.G.E.A. Fund

From: 07/28/2015 To: 07/28/2015

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	01-5137	Vendor	MILES		RODNEY MILES - BODY SHOP	Voucher Date 07/28/2015
01-0428	04-5135-592-	EMERGENCY MANAGEMENT VEHICLE&MAINTA	18230	913493	REPAIRS ON 07 FORD-E450 BUS	444.57
		Printed On Check 003014				Voucher Totals 444.57
Voucher No.	01-5140	Vendor	MAGO		MAGO CONSTRUCTION CO, INC	Voucher Date 07/28/2015
01-0428	04-5105-447-	ROAD & BRIDGE MATERIALS	062295	913520	866.07 TON BLACKTOP - HOG BACK	37,022.03
01-0428	04-5105-447-	ROAD & BRIDGE MATERIALS	062300	913521	361.23 T BLACKTOP - BROWNFIELD ROAD	21,779.67
01-0428	04-5105-447-	ROAD & BRIDGE MATERIALS	062295	913522	1219.94 TON BLACKTOP - EAST FAIRVIEW ROAD	70,585.73
01-0428	04-5105-447-	ROAD & BRIDGE MATERIALS	062186	913523	430.84 TON BLACKTOP - AMBROSE WRIGHT	24,928.40
01-0428	04-5105-447-	ROAD & BRIDGE MATERIALS	062195	913524	836.04 TON BLACKTOP - HAYES STATION	47,754.80
		Printed On Check 003018				Voucher Totals 202,070.43
						2 Vouchers Printed Totalling 202,515.00

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**Pendleton County Fiscal Court  
Voucher Claims Register**

911 Fund Fund

From: 07/28/2015 To: 07/28/2015

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	01-5135	Vendor	ANGELAWRIG		ANGELA WRIGHT	Voucher Date 07/28/2015
01-7528	75-5145-569-	911 STAFF TRAINING		913501	REIMBURSEMENT-TRAINING MEALS & MILEAGE	181.51
		Printed On Check 003280				Voucher Totals 181.51
Voucher No.	01-5135	Vendor	HRA CONTRI		HRA FUND	Voucher Date 07/28/2015
01-7528	75-9400-298-	HRA - PRINGE BENEFITS		913476	JULY 911 FUND CONTRIBUTION	869.88
		Printed On Check 003281				Voucher Totals 869.88
						2 Vouchers Printed Totalling 1,051.39

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**Pendleton County Fiscal Court  
Voucher Claims Register**

Education Fund

From: 07/28/2015 To: 07/28/2015

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	01-5139	Vendor	RUMPKE		RUMPKE OF KENTUCKY INC.	Voucher Date 07/28/2015
01-9128	91-6210-468-	RECYCLING AND LANDFILL SUPPLIES	1836864	913498	STATE & ADM FEES, H. CANTREL LOAD DROP OFF	140.35
		Printed On Check 001802				Voucher Totals 140.35
						1 Vouchers Printed Totalling 140.35

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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 August 11, 2015 subject to any called meetings.

ATTEST:

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

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