

**PENDLETON COUNTY FISCAL COURT
AUGUST TERM
AUGUST 26, 2014
COURT MET PURSUANT TO ADJOURNMENT
WITH
GARY VEIRS, MAGISTRATE
PRESIDING**

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

Members Absent: Judge Bertram

County Attorney: Present

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

In Re: Approval of Agenda

Squire Veirs presented the agenda for the 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 August 12, 2014 regular schedule meeting and the August 14, 2014 special called meeting were presented to the court by fiscal court clerk Vicky King, where by Squire Fields made a motion, seconded by Squire Fogle that these minutes be approved as presented, motion carried.

In Re: Approval of Treasurer's Report

Pendleton County Treasurer Vicky King, presented the court with a written report for the month of July at the August 12, 2014 meeting, Squire Whaley made a motion, seconded by Squire Fields that this report be approved as presented, motion carried.

In Re: Sheriff's Tax Audit Approval

Sheriff Peoples presented the court with a copy of his tax audit whereby Squire Fogle made a motion to approve the audit as presented, seconded by Squire Whaley, motion carried.



**PENDLETON COUNTY SHERIFF'S
OFFICE**
202 CHAPEL STREET • FALMOUTH, KENTUCKY 41040
Office (859) 654-4511 Fax (859) 654-5974
Dispatch Center (859) 654-3300
www.sheriff.pendletoncounty.ky.gov



Charles Wm. "Craig" Peoples, *Sheriff* Billy Todd Dennis, *Chief Deputy*

August 1, 2014

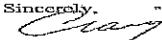
Pendleton County Fiscal Court
Main St
Falmouth, KY 41040

Re: 2013-2014 Tax Year Audit Statement
Judge/Executive Henry Bertram,

Per the 2013-2014 Tax Audit conducted by the state auditors office it has been determined that the Pendleton County Fiscal Court owes the Pendleton County Sheriff's Office the amount of \$ 29.00 for overpayment of taxes.

If you have any questions please contact me at the above numbers.

Sincerely,


Charles William "Craig" Peoples, Sheriff
Pendleton County Sheriff's Office

Pendleton County
Craig Peoples, Sheriff
Exit Conference
Sheriff's Settlement - 2013 Taxes
For the period April 16, 2013 through April 15, 2014

Date: July 31, 2014
Auditors Present: Michael Greenwell, Auditor
Auditees Present: Craig Peoples, Sheriff
Location: Pendleton County Sheriff's Office

We appreciate the courtesy extended to our audit staff. During the course of our audit we have developed the following comments and recommendations for your review. Please enter your response and initial the space provided.
The Sheriff has 10 days to respond. Written responses need to be received by the auditor no later than August 14, 2014 in order to be included in the audit report. Responses will be included as written by the Sheriff, without any editing by the Auditor of Public Accounts.

1. The Sheriff's Office Lacks Adequate Segregation Of Duties Over Tax Receipts And Disbursements A-11

Condition: The Sheriff's office lacks adequate segregation of duties. The employee responsible for handling tax receipts also records the receipts in the ledger, prepares the bank deposits, and performs monthly bank reconciliations. In addition, this same employee prepares the disbursement checks and is also responsible for preparing the monthly reports which documents the amount to be paid to each district. By the same employee performing these functions, the risk that errors or fraud may go undetected increases.

Effect: Lack of segregation of duties could result in misappropriation of assets and/or inaccurate financial reporting to external agencies such as Department of Local Government, which could occur and go undetected.

Cause: This condition is a result of a limited budget, which restricts the number of employees the Sheriff can hire or delegate duties to.

Criteria: The segregation of duties over various accounting functions such as opening mail, preparing deposits, recording receipts and disbursements, and preparing monthly reports, or the implementation of compensating controls is essential for providing protection from asset misappropriation and/or inaccurate financial reporting. Additionally, proper segregation of duties protects employees in the normal course of performing their daily responsibilities.

Recommendation: The Sheriff should separate the duties involved in receiving cash, preparing deposits, writing checks, posting to ledgers, preparing monthly bank reconciliations and comparing financial reports to ledgers. If due to a limited budget, this is not feasible, cross checking procedures could be implemented and documented by the individual performing the procedure.

Initials: CP Response or Additional Information: _____

Pendleton County
Craig Peoples, Sheriff
Exit Conference
Sheriff's Settlement - 2013 Taxes
For the period April 16, 2013 through April 15, 2014

2. The Sheriff's Revenue Bond Was Insufficient Z-03/Z-03a

During our review of the Sheriff's bond, we noted the Sheriff's County Revenue Bond was insufficient to cover taxes collected on the high balance date. On October 31, 2013, the Sheriff maintained funds totaling \$5,044,464 while the County Revenue Bond was for \$5,000,000, leaving \$44,464 exposed to potential risk. We recommend the Sheriff inform the County Judge Executive of the potential risk assumed by the County.

Initials: CP Response or Additional Information: _____

Will inform Fiscal Court.

3. The Sheriff Should Get The Settlement Approved By Fiscal Court A-04

As of the date of the audit, the Sheriff's settlement had not been approved by Fiscal Court. We recommend that the Sheriff get the settlement approved by Fiscal Court.

Initials: CP Response or Additional Information: _____

Will submit audit to Fiscal Court by Sept. 2014

~~2. The Sheriff's Revenue Bond Was Insufficient Z-03/Z-03a~~

~~During our review of the Sheriff's bond, we noted the Sheriff's County Revenue Bond was insufficient to cover taxes collected on the high balance date. On October 31, 2013, the Sheriff maintained funds totaling \$5,044,464 while the County Revenue Bond was for \$5,000,000, leaving \$44,464 exposed to potential risk. We recommend the Sheriff inform the County Judge Executive of the potential risk assumed by the County.~~

~~Initials: _____ Response or Additional Information: _____~~

3. ~~The Sheriff Should Get The Settlement Approved By Fiscal Court A-04~~

As of the date of the audit, the Sheriff's settlement had not been approved by Fiscal Court. We recommend that the Sheriff get the settlement approved by Fiscal Court.

Initials: _____ Response or Additional Information: _____

4. The Sheriff Should Ensure The Audit Is Published

The Sheriff should ensure compliance with KRS 424.220(8) by publishing his tax settlement audit. In order to comply with KRS 424.220(8) the Sheriff will need to publish the following items within thirty (30) days after the audit is presented to the Sheriff:

- The auditor's opinion letter;
- A statement that a copy of the complete audit report, including financial statements and supplemental information, is on file at the Sheriff's Office and is available for public inspection during normal business hours;
- A statement that any citizen may obtain from the Sheriff a copy of the complete audit report, including financial statements and supplemental information, for his personal use;
- A statement which notifies citizens requesting a personal copy of the Sheriff's audit report that they will be charged for duplication costs at a rate that shall not exceed twenty-five cents (\$0.25) per page; and
- A statement that copies of the financial statement prepared in accordance with KRS 424.220 are available to the public at no cost at the business address of the officer responsible for preparation of the statement.

We recommend the Sheriff ensure the requirements of KRS 424.220(8) are met by publishing the audit, as described above, within thirty (30) days after being presented the audit report.

Initials: CP Response or Additional Information: _____

5. The Sheriff Should Collect And Pay Amounts As Determined By The Audit C-07

Per the results of the audit, the Sheriff is due:

School - \$132
State - \$27
County - \$29
Extension - \$11
Health - \$13
Ambulance - \$45
NEPD - \$41
School (Interest) - \$128

Per the results of the audit, the Sheriff owes:

Library - \$724
Fee Account (Interest) - \$137
Fee Account (Commissions) - \$28

Initials: CP Response or Additional Information: _____

6. Does the Sheriff have knowledge of any events occurring since the tax sale date through the present day that may have a material effect on the financial statements?

Initials: CP Response or Additional Information: No

7. ADDITIONAL COMMENTS/QUESTIONS:

ATTACHMENTS: Draft Copy of "Sheriff's Settlement - 2013 Taxes"; Determination of Fund Balance

This audit will be issued as soon as internal review is completed. The APA staff will not contact any official after the date of this exit conference. If any actions occur after this exit conference date that affect any audit findings, it is the responsibility of the official to provide that information to the Office of Auditor of Public Accounts. Please mail documentation to the following address:

Auditor of Public Accounts
209 St. Clair Street
Frankfort, Kentucky 40601
Attention: Beth Francis

If you have any questions or concerns regarding this audit, please feel free to contact Beth Francis, Audit Manager at 1-502-564-5841

As Sheriff, I acknowledge receiving a copy of the exit conference and the attachments as listed above.

Sheriff: Craig Peoples Date: 2/31/14

Bookkeeper: _____ Date: _____

Auditor: Beth Francis Date: 2/31/14

A	B	C	D	E	F	G	H	
SUMMARY AND EVALUATION OF MISPLA NEMENTS AND OBTAINED DISCOUNTS								
1								
2								
3	SECTION B MISPLA NEMENTS CORRECTED BY MANAGEMENT							
4								
5	CLIENT NAME							
6								
7	DATE OF FINANCIAL STATEMENTS							
8								
9	OTHER LINE:							
10								
11								
12								
13								
14	Refrigerator	Description	Class/Original	MA	Description	Amount	Comments to Management (include any findings)	
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Sheriff's Office

Pendleton County
Charles Peoples, Sheriff
Sheriff's Settlement 2013 Texas
Comparison of County Settlement To Draft Settlement
For the Period April 16, 2013
Through April 15, 2014

R-1B

	<K-2A> Total Per County Settlement	Adjustments	Adjustments	Adjustments	Adjusted Total Per County Settlement	<R-1> Draft Settlement	Difference
Total Per Sheriff's Official Receipt	7,087,007.44				7,087,007.44	7,087,007.44	-
Other Taxes & Charges							
Court Order and Incomes	630.54	34.81 c			715.35	715.35	-
Additional Billings	383.76	(44.91) h			338.85	338.85	-
Current Year Franchise	793,567.14	204.71 b	5.00 d		793,776.85	793,776.85	-
Additional Billings	201.89	(201.89) h			-	-	-
Limestone, Sand, and Mineral Reserves	31,277.19				31,277.19	31,277.19	-
Bank Franchises	26,089.37				26,089.37	26,089.37	-
Penalties	34,252.34	540.00 h			34,792.34	34,792.34	-
Gross Chargeable to Sheriff	7,973,409.67	562.72	5.00		7,973,977.39	7,973,977.39	-
Credits							
Exonerations	15,465.05	15.88 a	(6.00) e		15,474.87	15,474.87	-
Discounts	114,647.26	(3.51) a			114,643.75	114,643.75	-
Delinquent Real Estate	164,266.72	(0.04) a			164,266.68	164,266.68	-
Delinquent Tangible	1,166.02	151.64 d	35.16 b		1,352.82	1,352.82	-
Franchise Taxes - Uncollected	-	204.71 b			204.71	204.71	-
Tax/Goods (Unpaid)	151.64	(151.64) d			0.00	0.00	0.00
Exonerations- Tangible	15.88	(15.88) c			(0.00)	(0.00)	(0.00)
Total Credits	295,712.57	201.16	29.10		295,942.83	295,942.83	0.00
Taxes Collected	7,677,697.10	381.56	(24.10)		7,678,054.56	7,678,054.56	(0.00)
Less: Sheriff's Commission	273,834.37	23.02 a			273,819.99	273,819.99	-
Taxes Due Districts	7,403,862.73	356.54	(24.10)		7,404,134.57	7,404,134.57	(0.00)
Taxes Paid	7,397,945.76	(313.53)			7,397,632.23	7,397,632.23	-
Refunds (Current and Prior Year)	6,941.56	45.44 f			6,987.00	6,987.00	-
Auditor Adjustment						11.00	11.00
Taxes Due Districts (Refund Due Sheriff)	(185.19)	624.03	(24.10)		413.34	426.34	(0.00)

- a- immaterial variance
- b- adjustment to include uncollected franchise in order to reflect at gross amount
- c- adjustment to include tangible exonerations
- d- adjustment to include tangible delinquent in total
- e- adjustment by state auditor to increase exonerations by \$21,000
- f- adjustment to correct refunds per audit
- g- adjustment to correct delinquent taxes
- h- adjustment per audit to correct amount

SOI: Recap of State & County Settlements <K-2A> & Draft Settlement <R-1>

Sec II Occurred Misstatement

SUMMARY AND EVALUATION OF MISSTATEMENTS AND OMITTED DISCLOSURES																																																																																																
SECTION II: UNCORRECTED MISSTATEMENTS																																																																																																
CLIENT NAME: Pendleton County Sheriff																																																																																																
DATE OF FINANCIAL STATEMENTS: April 15, 2014 <i>Do not include misstatements that are less than Trivial Amount on A-13, \$5,349</i>																																																																																																
OPINION UNIT: Sheriff's Tax Settlement Tolerable Misstatement \$ 185,866 <A-13>																																																																																																
<p>Footnote Point: A separate summary and evaluation should be performed for each opinion unit of the component units, in addition to one performed for the financial statements as a whole. See AICPA's <i>Guidance for Auditors of Publicly Traded Companies</i>, <i>Tolerable Misstatements</i>, and <i>Thresholds for Individually Significant Items and Trivial Amounts</i> for further guidance as to opinion unit applicability.</p>																																																																																																
<table border="1"> <thead> <tr> <th rowspan="2">Worksheet Reference</th> <th rowspan="2">Description</th> <th colspan="3">General Ledger Account</th> <th rowspan="2">Amount of Known Misstatement</th> <th rowspan="2">Amount of Likely Misstatement</th> <th rowspan="2">Total Assets</th> <th rowspan="2">Current Assets</th> <th rowspan="2">Total Liabilities</th> <th colspan="4">Effect of Uncorrected Misstatements: Over- (Under-) Statement</th> <th rowspan="2">Commented as Management (Indicate in whom, date, and by whom)</th> </tr> <tr> <th>No.</th> <th>Description</th> <th>Amount</th> <th>Current</th> <th>Equity</th> <th>Revenues</th> <th>Expenses</th> <th>Other (Assets)</th> <th>Other (Liabilities)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>None</td> <td></td> </tr> <tr> <td colspan="7">Effect of Uncorrected Misstatements: Current-Period</td> <td>\$ -</td> </tr> <tr> <td colspan="7">Effect on Prior-Period Uncorrected Misstatements</td> <td>\$ -</td> </tr> <tr> <td colspan="7">Net Effect of Uncorrected Misstatements</td> <td>\$ -</td> </tr> </tbody> </table>													Worksheet Reference	Description	General Ledger Account			Amount of Known Misstatement	Amount of Likely Misstatement	Total Assets	Current Assets	Total Liabilities	Effect of Uncorrected Misstatements: Over- (Under-) Statement				Commented as Management (Indicate in whom, date, and by whom)	No.	Description	Amount	Current	Equity	Revenues	Expenses	Other (Assets)	Other (Liabilities)	1	None														Effect of Uncorrected Misstatements: Current-Period							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Effect on Prior-Period Uncorrected Misstatements							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Net Effect of Uncorrected Misstatements							\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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<p>Footnote Point: The auditor should consider both the "cut-off" and "roll-over" approaches to evaluating a current-year misstatement for purposes of determining its materiality. The "roll-over" approach focuses on how the current year's balance sheet would be affected if correcting a misstatement without considering the year(s) in which the misstatement originated. The "cut-off" approach focuses on the amount of the misstatement that originated in the current year's business activities. The auditor should generally use the "roll-over" approach in all circumstances, including both the current and recurring effects of prior-year misstatements, in the current-year financial statements.</p> <p>The material "Effect of Uncorrected Misstatements: Current-Period" essentially summarizes the impact of misstatements on the balance sheet and income statement using the "roll-over" approach (i.e., the effect of correcting the total error in the current period balance sheet). The material "Effect of Uncorrected Misstatements: Current-Period" summarizes the impact of misstatements using the "roll-over" approach (i.e., the effect of correcting the error in the current period balance sheet).</p>																																																																																																

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KBA-105

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PENDLETON COUNTY SHERIFF'S OFFICE
 202 CHAPEL STREET • FALMOUTH, KENTUCKY 41040
 Office (859) 654-4311 Fax (859) 654-5974
 Dispatch Center (859) 654-3300
www.sheriff.pendletoncounty.ky.gov
 Charles Wm. "Craig" Peoples, Sheriff Billy Todd Dennie, Chief Deputy



County Sheriff's Representation Letter - STS

Date: July 31, 2014

Auditor of Public Accounts
 209 St. Clair Street
 Frankfort, KY 40601

This representation letter is provided in connection with your audit of the financial statement of the Pendleton County Sheriff for the period April 16, 2013 through April 15, 2014 and for the period then ended, for the purpose of expressing an opinion as to whether the tax settlement presents fairly, in all material respects, the tax revenues and payments to taxing districts of the Pendleton County Sheriff in conformity with the regulatory basis which is a special purpose framework other than U.S. generally accepted accounting principles.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm, to the best of our knowledge and belief, as of the date of this letter, the following representations made to you during your audit.

Financial Statements

- We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated June 12, 2014 for the preparation and fair presentation of the financial statements and related notes in accordance with the regulatory basis of accounting established by the laws of Kentucky, which is a special purpose framework other than U.S. generally accepted accounting principles. We understand that the auditor will assist with the drafting of note disclosures based on information we provide, including schedules and source documents.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatements, whether due to fraud or error.

County Sheriff's Representation Letter - STS
(Continued)

3. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
4. We acknowledge our responsibility for all accounting estimates that could be material to the financial statement, including the key factors and significant assumptions underlying those estimates, and we believe the estimates are reasonable in the circumstances.
5. Related-party transactions and relationships have been appropriately accounted for and disclosed in the financial statement.
6. All events subsequent to the date of the financial statement that would require adjustment or disclosure have been adjusted or disclosed.
7. The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the financial statement as a whole, a list of the uncorrected misstatements is attached to the representation letter.
8. The effects of all known actual or possible litigation and claims have been accounted for and properly disclosed.
9. We are responsible for reviewing and understanding the nature of any standard, adjusting or correcting adjustments or other changes affecting the financial statement that the auditor may propose and the impact the entries will have on the financial statement.

Information Provided

We have provided you with:

- a. Access to all information, of which we are aware that is relevant to the preparation and presentation of the financial statement, such as financial records, documentation and other matters;
- b. Minutes of the Pendleton Fiscal Court or summaries of actions of recent meetings for which minutes have not yet been prepared.
- c. Additional information that you have requested from us for the purpose for the audit; and
- d. Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.

All transactions have been recorded in the accounting records and are reflected in the financial statement.

We have disclosed to you the results of our assessment of the risk that the financial statement may be materially misstated as a result of fraud.

We have no knowledge or any fraud or suspected fraud that affects the entity and involves:

- Management;
- Employees who have significant roles in internal control; or
- Others when the fraud could have a material effect on the financial statements.

County Sheriff's Representation Letter - STS
(Continued)

We have no knowledge or any allegations of fraud, or suspected fraud, affecting the entity's financial statement communicated by employees, former employees, regulators or others.

We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us; and we have identified and disclosed to you all laws, regulations and provisions of contracts and grant agreements that we believe have a direct and material effect on the determination of financial statement amounts.

We have disclosed to you all known instances of noncompliance or suspected noncompliance with laws, regulations grants and contracts whose effects should be considered when preparing the financial statement. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.

We are not aware of any pending or threatened litigation and claims whose effects should be considered when preparing the financial statement.

We have disclosed to you the identity of the entity's related parties and all the related-party relationships and transactions of which we are aware.

We have disclosed to you any guarantees, whether written or oral, under which the Pendleton County Sheriff is contingently liable.

To the best of our knowledge and belief, no events, including instances of noncompliance, have occurred subsequent to the financial statement date and through the date of this letter that would require adjustment to or disclosure in the aforementioned financial statement.

Sheriff: Charles Will Taylor Date: July 31, 2014

Other: _____ Date: _____

In Re: Surplus Property Resolution Declaration

A resolution of the Pendleton County Fiscal Court declaring vehicles and equipment as surplus property and disposing of such equipment at public auction was presented to the court whereby Squire Whaley made a motion approving this resolution, seconded by Squire Fields, motion carried.

RESOLUTION NO. _____

COUNTY OF PENDLETON KENTUCKY

A RESOLUTION OF THE PENDLETON COUNTY FISCAL COURT DECLARING VEHICLES AND EQUIPMENT AS SURPLUS PROPERTY AND DISPOSING OF SUCH EQUIPMENT AT PUBLIC AUCTION.

WHEREAS, through the advice of the road employees, the road supervisor and department supervisors of Pendleton County, the attached list of surplus property should be declared surplus and sold at public auction, and

WHEREAS, such equipment and vehicles are either beyond suitable for repair or do not meet current need, and

WHEREAS, such surplus equipment and vehicles are taking up needed space.

NOW, THEREFORE, BE IT RESOLVED, that the Pendleton County Fiscal Court does hereby declares the attached list of vehicles and equipment as surplus and further resolves to dispose of this surplus property at advertised public auction at its earliest convenience.

This Resolution shall be in full force and effect immediately upon its adoption.

ADOPTED: August 26, 2014

Henry W. Bertram
County Judge/Executive
Pendleton County

ATTEST:

Vicky King
Fiscal Court Clerk

Pendleton County Surplus Items

Sheriff's Surplus Items

3 Vehicle Divider Cages
3 Bar lights (model VX7000)
1 Bar Light for parts
1 Galls Street Thunder Siren Box
1 Federal Signal Siren Box
1 Whelen Dash Master Light
2 Vehicle Consoles
1 Ford Crown Vic
 Vin #:
 Mileage: 103230 miles
1 Ford Crown Vic
 Vin #:
 Mileage: 114342 miles
HP 2000C Color Printer
HP Laser Jet 1000 Printer
Brother MFC Copier/Printer/Fax
Gateway Monitor
IBM Typewriter
Smith Corona Typewriter

Road Department Surplus Items

1-2001 Jeep 4x4
1-2001 Dodge ¾ ton 4x4 (Less Bed)
1-1997 Ford 1 ton pickup bed

4-15"x 24' Used Culvert
1-12"x20' Used Culvert

1 Stihl Chain Saw MS 200T 14" Bar
1 Stihl Chain Saw MS 250 18" Bar

Two 3500 lbs. Trailer Axles
9 – 13 foot Steel post
5 – 55 gal Steel Drums
Pentle Hook Receiver
Old Bush Hog Mower Deck

Emergency Management Surplus Items

1-1996 Ford Bronco 4x4
8mm Sony Cam Corder

Round glass top table
Fire Extinguisher
Rollaway Ambulance Stretcher
Cleaning liquid dispenser
Large White Board
Pillar mold
Cub Cadet Riding Mower (Bad Engine)
Copper insulated wire
Carpet remnants (numerous)
Doors, Cheer Wood Veneer (6)
Cherry Wood Veneer Trim Boards (numerous)
Window Air Conditioning Unit (2)
Office Desk Chairs (4)
Kitchen Counter type floor cabinets and counter tops
Metal Stair cases (2)

In Re: Set 2014 County and Mental Health Tax Rate at Compensating Rate Same Rate as 2013

Squire Fogle made a motion to set the 2014 rate at the compensating rate which is the same as the 2013 rate at 15.90 with Water Craft and Motor Vehicle rates being set at 15.60. The mental health rate will be 0.026 with motor vehicles and watercraft .025, motion seconded by Squire Whaley, motion carried.

In Re: Approve Airport Improvement Agreement With FAA

A grant application for projects at the Pendleton County Airport was presented to the court for approval, whereby Squire Fields made a motion to approve the application, seconded by Squire Whaley, motion carried.

The Falmouth-Pendleton County Airport Board is applying for grants from the Federal Aviation Administration (FAA) and the Kentucky Department of Aviation (KDA) to fund two projects this year.

1) Purchase of Lindeman property

The Board has an option to purchase the adjoining 149 acre tract from Nathan and Ashley Lindeman, to be developed for hangar construction and borrow material for future projects, and development of an alternate entrance. Budgeted project cost is \$452,880, including purchase price, cost for appraisals, a survey, legal and administration expenses.

2) Slide Repair Planning

A major landslide occurred this spring at the airport, at the southeast corner of the runway, in the grass area referred to as the Runway Safety Area (RSA). The airport is still functional, but the slide is within 15 feet of the runway pavement corner. The Board has consulted with our engineering consultants, the KDA, and the FAA, and plans to perform an engineering study to design a permanent fix this year, and construct the fix next year. Budgeted cost for the study is \$169,250.

There is a possibility of an interim fix, designed to prevent further slippage this year. If done, this would be designed as part of the study this year, and performed under a separate grant from KDA, which would cover 100% of the cost.

The combined cost of the property purchase and slide repair planning projects is \$622,130, with the FAA covering 90% (\$559,971) and the KDA covering 7.5% (\$46,660). The airport board respectively requests the Pendleton County Fiscal Court and City of Falmouth to commit to providing 1.25% (\$7,777) each for these two projects.

The Board expects the FAA to respond to the attached grant request in the next few weeks with a Grant Agreement. The Grant Agreement will require the signatures of Judge Bertram, Mayor Hart, and myself and the county, city, and board attorneys, and have to be returned to the FAA within a week or so. I will scan and email a copy of the Grant Agreement as soon as I have it.

Thank you for your consideration, and your support of the Gene Snyder Airport.

Sincerely,

Dan Bell
Chairman
Falmouth-Pendleton County Airport Board

----- Forwarded message -----

From: Gene Snyder Airport <k62airport@gmail.com>
Date: Tue, Aug 5, 2014 at 5:06 PM
Subject: AIP Grant Application attached
To: "James H. Williams" <James.Hayward.Williams@faa.gov>
Cc: Paul Steely <psteely@pdccconsultants.com>

James,

Attached is our grant application for the RSA geotechnical and Lindeman property purchase. Original will go out in tomorrow's mail.

Thanks,

Dan

Dan Bell
Chairman

Falmouth-Pendleton County Airport Board
400 Gene Snyder Airport Drive
Falmouth, KY 41040

Phone: 859 472-7300 ext 124
Cell: 859 816-8879
Fax: 859 472-2907

<http://pendletoncounty.ky.gov/communityservices/Pages/GeneSnyderAirport.aspx>

Dan Bell
Cell: 859 816-8879

Falmouth/Pendleton County Airport Board
Gene Snyder Airport (K62)
400 Gene Snyder Airport Drive
Falmouth, KY 41040

Phone: (859) 654-1200
AWOS: (859) 654-1345, 123,825

<http://pendletoncounty.ky.gov/communityservices/Pages/GeneSnyderAirport.aspx>

No virus found in this message.
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Version: 2014.0.4716 / Virus Database: 3986/7992 - Release Date: 08/06/14



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT
PART I - OFFER

Date of Offer	<u>August 15, 2014</u>
Airport/Planning Area	<u>Falmouth-Pendleton County Airport</u>
AIP Grant Number	<u>3-21-0064-014-2014</u>
DUNS Number	<u>094564635</u>
TO:	<u>The City of Falmouth, KY; County of Pendleton; and the Falmouth-Pendleton County Airport Board (herein called the "Sponsor")</u>

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated August 5, 2014, for a grant of Federal funds for a project at or associated with the Falmouth-Pendleton County Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Falmouth-Pendleton County Airport (herein called the "Project") consisting of the following:

Acquire Land for Development [148.9503 Acres; Parcel #1, Tract1 (75.157 Acres), Parcel #2, Tract 1 (40.0 Acres), Tract 2 (6.2563 Acres), Tract 3 (6.6250 Acres), Parcel #3, Tract 1 (18.912 Acres), Parcel #4, Tract 1 (2.0 Acres)];
Improve Runway Safety Area 03/21 (Phase I (Design Only))

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 3, 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 90 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$559,923**.
For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:
\$0 for planning
\$150,000 for airport development or noise program implementation
\$409,923 for land acquisition.
2. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
3. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
5. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **August 30, 2014**, or such subsequent date as may be prescribed in writing by the FAA.
7. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

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8. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
9. **System for Award Management (SAM) Registration And Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Requirement for Data Universal Numbering System (DUNS) Numbers
 1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
 2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
 3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-492-0280) or the Internet (currently at <http://fedgov.dnb.com/webform>).
10. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
11. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.
By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.
12. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit

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any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

15. **Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - A. may not be increased for a planning project;
 - B. may be increased by not more than 15 percent for development projects;
 - C. may be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
17. **Suspension or Debarment.** The Sponsor must inform the FAA when the Sponsor suspends or debar a contractor, person, or entity.
18. **Ban on Texting When Driving.**
 - A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts
19. **Trafficking in Persons.**
 - A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;

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2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
 - B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity—
 1. Is determined to have violated the Prohibitions; or
 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either—
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.
20. **Exhibit A Incorporated with Grant.** The existing Exhibit "A" dated November 2, 2009, will be updated as part of this grant project.
21. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this Instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

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SPECIAL CONDITIONS

UPDATE APPROVED EXHIBIT "A" FOR LAND IN PROJECT: It is understood and agreed by and between the parties hereto that notwithstanding the fact that this Grant Offer is made and accepted upon the basis of the current Exhibit "A" Property Map, the Sponsor hereby covenants and agrees that upon completion of the land acquisition in this project, it will update said Exhibit "A" Property Map to standards satisfactory to the Federal Aviation Administration (FAA) and submit said documentation in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an eligible administrative cost for participation within the scope of this project.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION


(Signature)
Phillip J. Braden

(Typed Name)
Manager

(Title)

PART II -- ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹
Executed this _____ day of _____.

The City of Falmouth, KY
(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)
By: _____
(Typed Name of Sponsor's Designated Official Representative)
Title: _____
(Title of Sponsor)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of _____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day of _____
By _____
(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.²
Executed this _____ day of _____.

County of Pendleton, KY
(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)
By: _____
(Typed Name of Sponsor's Designated Official Representative)
Title: _____
(Title of Sponsor)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of _____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day of _____.

By _____
(Signature of Sponsor's Attorney)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.³
Executed this _____ day of _____.

Falmouth-Pendleton County Airport Board
(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)
By: _____
(Typed Name of Sponsor's Designated Official Representative)
Title: _____
(Title of Sponsor)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of _____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day of _____.

By _____
(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

In Re: Colvin's Bend Bridge Agreement with Rural and Municipal Aid

An agreement between The Commonwealth of Kentucky Transportation Cabinet Department of Rural and Municipal Aid and the Pendleton County Fiscal Court regarding the construction of a bridge and approaches on Colvin Bend road was presented to court, whereby Squire Fogle made a motion, seconded by Squire Fields to approve the agreement, motion carried.

AGREEMENT

This Agreement, entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid (hereinafter called the Department) and the Pendleton County Fiscal Court (hereinafter called the County);

WITNESSETH:

WHEREAS, it would be to the benefit of the traveling public to construct a bridge and approaches on Colvin Bend Road (CR 1126) located 0.458 mile northwest of McKinneysburg Road (MP 0.458) over a tributary of Licking River (C00025N), which shall hereinafter be referred to as the Project; and

WHEREAS, the County has expressed its desire to perform the work for the aforementioned Project and to be responsible for all phases of the Project;

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

1. The Department shall be responsible for providing Rural Secondary funding in an amount not to exceed \$45,800 for the abovementioned Project.

2. If Project is performed by Contract, the County shall employ only contractors prequalified by the Kentucky Transportation Cabinet for the work items included in the Project and shall comply with all legal bidding requirements including, but not limited to, the provisions of KRS 45A and 424. **Concurrence must be obtained by the County through the District 6 Chief District Engineer in Covington, KY prior to the awarding of any contract for work or materials to be used on this Project.**

Page 1 of 4 Pages

AGREEMENT BETWEEN KYTC AND PENDLETON COUNTY, CONSTRUCT A BRIDGE AND APPROACHES ON COLVIN BEND ROAD (CR 1126) (C00025N) \$45,800 CB01 RURAL SECONDARY FUND.

3. The County shall cause the Project to be constructed to a level which meets applicable county road and bridge standards (all bridges will be required to meet or exceed an H-20 loading); and all materials paid for by the Department used on, or incorporated into, the Project shall meet the requirements specified in the Highway Department's Specifications for Road and Bridge Construction, current edition of State Specifications. The County will obtain any required permits or approval of plans for work to be accomplished on state-owned right-of-way from the Cabinet's District 6 Office in Covington, KY. The County hereby agrees to put forth a reasonable effort to do maintenance on roads listed herein prior to bituminous surface being applied. Maintenance being defined but not limited to proper ditching, cleaning or replacement of clogged or deficient drain tiles, proper shouldering, surface preparation, and any other obvious maintenance the road may need. The minimum thickness of any bituminous surface applied shall be one inch.

4. The County shall indemnify and hold harmless the Department and all of its officers, agents, and employees from all suits, actions, or claims of any character because of any injuries or damages received by any person, persons, or property resulting from construction of the Project.

5. The Department shall reimburse the County up to \$45,800 for completion of work by the County under the obligations of this agreement, which shall represent the total obligation of the Department.

6. The County agrees to be responsible for all cost above \$45,800.

Page 2 of 4 Pages

AGREEMENT BETWEEN KYTC AND PENDLETON COUNTY, CONSTRUCT A BRIDGE AND APPROACHES ON COLVIN BEND ROAD (CR 1126) (C00025N) \$45,800 CB01 RURAL SECONDARY FUND.

7. The County shall maintain for a period of three (3) years all records of material, equipment, and labor costs involved in the performance of the work for the Project. These records may be subject to audit by the Transportation Cabinet. In order to obtain reimbursement from the Department for the Project, the County shall submit to the Office of Rural and Secondary Roads documented invoices of materials, equipment, and labor used on the Project, including certification that the work was accomplished on a publicly maintained facility in accordance with this agreement.

8. The County may submit current billing reflecting the actual cost of the project during any given work period. This bill should indicate if it is for partial payment or final payment. The current billings will be paid within a reasonable time after receipt of same by the Department; however, in no event is the County to submit billings for work performed for less than a thirty-day (30) period.

9. The Department reserves the right to inspect the methods used in order to perform the work necessary to successfully complete the Project and also reserves the right to cease all work commenced under the terms of this agreement at any time.

10. The County will pass the attached Resolution and a copy of that resolution shall be attached to and made a part of this Agreement.

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AGREEMENT BETWEEN KYTC AND PENDLETON COUNTY, CONSTRUCT A BRIDGE AND APPROACHES ON COLVIN BEND ROAD (CR 1126) (C00025N) \$45,800 CB01 RURAL SECONDARY FUND.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by its officers, thereunto duly authorized.

PENDLETON COUNTY FISCAL COURT

By _____ Date: _____
COUNTY JUDGE/EXECUTIVE

DEPARTMENT OF RURAL AND MUNICIPAL AID

By _____ Date: _____
COMMISSIONER

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

By _____ Date: _____
SECRETARY

APPROVED AS TO FORM
AND LEGALITY:

By _____ Date: _____
OFFICE OF LEGAL SERVICES

Page 4 of 4 Pages

In Re: Discuss Disposal of County Grader Through Online Auction

Discussion was held regarding disposal of the county road grader through the online auction process. Squire Whaley made a motion to approve selling the grader via this process with a minimum \$40,000 starting bid, seconded by Squire Fogle, motion carried.

Grader Disposal Process

Online Auction

Auction Advertisement Cost - \$595.00

Commission on Sale - Under \$40,000 = 5% of Sale Amount
\$40,000 and Over = 3 ½ %

Starting Price ????????

If no one bids over starting price, county's cost will be advertisement cost only

In Re: Transfers

Squire Veirs presented and reviewed the Budget Account Transfers, whereby Squire Whaley made a motion, seconded by Squire Fields that the transfers be approved as presented, motion carried.

PENDLETON COUNTY FISCAL COURT
TUESDAY AUGUST 26, 2014
7:00 PM

COURT ORDERED TRANSFERS

General Fund

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

01-5010-307 Co. Clerk Audit Services	\$ 25.00
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INTERFUND TRANSFERS

Transfer from General Fund to 911 Fund	\$30,000.00
--	-------------

Henry W. Bertram

Vicky J. King

In Re: Payment of Claims

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

Pendleton County Fiscal Court

Voucher Claims Register

General Fund

From: 08/26/2014 To: 08/26/2014

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	-	Vendor	12-U BLASTERS BASEBALL			
Voucher Totals						0.00
Voucher No.	02-5095	Vendor OFFICEDEPO OFFICE DEPOT				
Voucher Date						08/26/2014
02-0126	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	726409654001	910841	JUDGES OFFICE SUPPLIES	52.65
02-0126	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	705418157001	910811	JUDGES OFFICE SUPPLIES	29.86
02-0126	01-5070-445-	P & Z OFFICE SUPPLIES	705415793001	910811	P & Z OFFICE SUPPLIES	47.86
Voucher Totals						130.37
Voucher No.	02-5096	Vendor AUDITOR KENTUCKY STATE TREASURER				
Voucher Date						08/26/2014
02-0126	01-5010-307-	CO. CLERK AUDIT SERVICES	6441	910885	CO CLERK FEE AUDIT YEAR ENDED 12-31-2013	6,023.13
Voucher Totals						6,023.13
Voucher No.	02-5097	Vendor FRANKAMMER FRANK AMMERMAN				
Voucher Date						08/26/2014
02-0126	01-5020-569-	REGISTRATIONS, CONF. & TRAINING		910803	REIMBSE. CORONERS CONF EXPENSES, PEOPLES-AMMERN	384.26
Voucher Totals						384.26
Voucher No.	02-5098	Vendor NKAPC PLANNING & DEVELOPMENT SERVICES				
Voucher Date						08/26/2014
02-0126	01-5070-359-	PLANNING - COMPREHENSIVE	1582	910801	JULY PLATS-PLANNING & ZONING	1,320.00
Voucher Totals						1,320.00
Voucher No.	02-5099	Vendor LEMMONS LEMMONS JEWELRY				
Voucher Date						08/26/2014
02-0126	01-5070-445-	P & Z OFFICE SUPPLIES		910800	PLAQUE FOR J. THAXTON P & Z	95.00
Voucher Totals						95.00
Voucher No.	02-5100	Vendor INDUSTRIAL PENDLETON CO INDUSTRIAL AUTHORITY				
Voucher Date						08/26/2014
02-0126	01-5075-578-	ECONOMIC DEVELOPMENT UTILITIES		910886	COMMUNITY DEVELOPMENT EXPENSES	158.86
Voucher Totals						158.86
Voucher No.	02-5101	Vendor COOPER COOPER WHOLESALE, INC.				
Voucher Date						08/26/2014
02-0126	01-5080-411-	CUSTODIAL SUPPLIES	19809	910804	COURTHOUSE CUSTODIAL SUPPLIES	102.31
Voucher Totals						102.31
Voucher No.	02-5102	Vendor DELUXE DELUXE CLEANERS				
Voucher Date						08/26/2014
02-0126	01-5080-411-	CUSTODIAL SUPPLIES		910847	CLEANING RAGSS	6.00
Voucher Totals						5.00
Voucher No.	02-5103	Vendor HATFIELD RICK HATFIELD				
Voucher Date						08/26/2014
02-0126	01-5080-571-	COURTHOUSE RENEWALS & REPAIRS		910842	REPAIRS TO PLUMBING-COURTHOUSE	195.00
Voucher Totals						195.00
Voucher No.	02-5104	Vendor DEBRA DEBRA-KUEMPEL				
Voucher Date						08/26/2014
02-0126	01-5081-333-	JUDICIAL CENTER MAINTENANCE PERSONEL	757390	910837	INV 00757390-REPLACE DEFECTIVE CONDENSE PUMP	751.09
02-0126	01-5081-333-	JUDICIAL CENTER MAINTENANCE PERSONEL	757391	910837	INV 00757391-TROUBLESHOOT BAD SMOKE DETCTOR	146.30
Voucher Totals						897.39

Page No 1

Pendleton County Fiscal Court

Voucher Claims Register

General Fund

From: 08/26/2014 To: 08/26/2014

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	02-5105	Vendor SIMPLEX SIMPLEXGRINNELL				
Voucher Date						08/26/2014
02-0126	01-5081-571-	JUDICIAL CENTER RENEWALS AND REPAIRS	60494132	910806	JUDICIAL CENTER FIRE ALARM REPAIR	695.99
Voucher Totals						695.99
Voucher No.	02-5106	Vendor MILES RODNEY MILES - BODY SHOP				
Voucher Date						08/26/2014
02-0126	01-5088-571-	CO PROPERTIES - RENEWALS & REPAIRS	15406	910815	05 TAHOE-FRONT END REPAIR, PAINT, LABOR, TOWING	4,022.34
Voucher Totals						4,022.34
Voucher No.	02-5107	Vendor BOARDOFEDU PENDLETON COUNTY BOARD OF EDUCATION				
Voucher Date						08/26/2014
02-0126	01-5091-465-	MAPPING PETROLEUM PRODUCTS		910892	JUNE & JULY 2014-FUEL, MAPPING	353.71
02-0126	01-5205-455-	PETROLEUM PRODUCTS		910892	JUNE & JULY 2014-FUEL, ANIMAL CONTROL	802.22
Voucher Totals						1,155.93
Voucher No.	02-5108	Vendor FALMOUTH CITY OF FALMOUTH				
Voucher Date						08/26/2014
02-0126	01-5120-607-	FIRE DEPARTMENT CONTRIBUTIONS		910824	JULY FIRE RUNS (6)	5,130.00
Voucher Totals						5,130.00
Voucher No.	02-5109	Vendor CLASSICRI CLASSIC PRINTING & GRAPHICS, INC				
Voucher Date						08/26/2014
02-0126	01-5206-403-	ANIMAL FOOD AND SUPPLIES	48902	910846	COURTESY NOTICES-ANIMAL CONTROL	85.17
Voucher Totals						85.17
Voucher No.	02-5110	Vendor FAMILY FAMILY DOLLAR STORES				
Voucher Date						08/26/2014
02-0126	01-5205-403-	ANIMAL FOOD AND SUPPLIES		906082	LAUNDRY SOAP	8.00
02-0126	01-5205-403-	ANIMAL FOOD AND SUPPLIES		908080	CAT FOOD FOR TRAPS	14.26
02-0126	01-5205-403-	ANIMAL FOOD AND SUPPLIES		908078	ADHESIVE STRIPS, FLY STRIP, TRASH BAGS, PAPER TOWE	41.30
Voucher Totals						63.56
Voucher No.	02-5111	Vendor STEVEJOHNS STEPHEN T. JOHNSON				
Voucher Date						08/26/2014
02-0126	01-5205-573-	ANIMAL SHELTER TELEPHONE		910820	REIMBURSE-CELL PHONE CHARGES NOV 2013-JUNE 2014	384.00
Voucher Totals						384.00
Voucher No.	02-5112	Vendor SAFEHARBOR SAFE HARBOR FARMS				
Voucher Date						08/26/2014
02-0126	01-5205-574-	ANIMAL CONTROL TRAINING		910890	CONFERENCE REGISTRATION-STEVE JOHNSON	185.00
Voucher Totals						185.00
Voucher No.	02-5113	Vendor CLEARCONCS CLEARLY CONSTRUCTION, INC.				
Voucher Date						08/26/2014
02-0126	01-5227-548-	SEWER & WATER - SPECIAL PROJECTS		910816	WW TREATMENT PLANT REPAIRS & IMPROVEMENTS	86,940.00
Voucher Totals						86,940.00
Voucher No.	02-5114	Vendor BECKY'S FL BECKY'S FLOWER BASKET				
Voucher Date						08/26/2014
02-0126	01-5340-348-	OTHER SOCIAL SERVICES (LITERACY)	008074	910831	FLORAL ARRANGMENTS FOR SCHOOL APPRECIATION BREAK	64.00
Voucher Totals						64.00
Voucher No.	02-5115	Vendor BOARDOFEDU PENDLETON COUNTY BOARD OF EDUCATION				
Voucher Date						08/26/2014
02-0126	01-5405-348-	RECREATION PROGRAM SUPPORT		910891	RECREATION CONTRIBUTION AUGUST 2014	2,904.50
Voucher Totals						2,904.50

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Pendleton County Fiscal Court

Voucher Claims Register

General Fund

From: 08/26/2014 To: 08/26/2014

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	02-5116	Vendor STRAUSS STRAUSS & TROY				
Voucher Date						08/26/2014
02-0126	01-9100-332-	LEGAL FEES	8049195	910826	INV 6946195-LEGAL SERVICE RE: BLUEGRASS PIPELINE	736.00
Voucher Totals						736.00
Voucher No.	02-5117	Vendor KACO INS KACO INSURANCE AGENCY				
Voucher Date						08/26/2014
02-0126	01-9100-531-	BOND PREMIUMS	616789	910821	PUBLIC OFFICIAL BOND RENEWAL-TREASURER	2,560.27
Voucher Totals						2,560.27
Voucher No.	02-5118	Vendor NKCC NORTHERN KENTUCKY CHAMBER OF COMMERCE				
Voucher Date						08/26/2014
02-0126	01-9100-551-	MEMBERSHIPS - CO. JUD, FIS CT	190624	910829	ANNUAL MEMBERSHIP DUES	545.00
Voucher Totals						545.00
Voucher No.	02-5119	Vendor PEOPLES CHARLES WILLIAM PEOPLES				
Voucher Date						08/26/2014
02-0126	01-9400-298-	HRA - FRINGE BENEFITS		910813	JULY & AUGUST 2014, FRINGE BENEFIT	393.52
Voucher Totals						393.52
Voucher No.	02-5120	Vendor WHALEY ALA ALAN WHALEY				
Voucher Date						08/26/2014
02-0126	01-9400-298-	HRA - FRINGE BENEFITS		910812	JULY & AUGUST 2014, FRINGE BENEFIT	393.52
Voucher Totals						393.52
Voucher No.	02-5121	Vendor COATTORNEY JEFFERY DEAN				
Voucher Date						08/26/2014
02-0126	01-9400-298-	HRA - FRINGE BENEFITS		910814	JULY & AUGUST 2014, FRINGE BENEFIT	393.52
Voucher Totals						393.52
Voucher No.	02-5138	Vendor SCIOTO SCIOTO, L.L.C.				
Voucher Date						08/26/2014
02-0126	01-5081-329-	JUDICIAL CENTER CUSTODIAL PERSONNEL	6860	910828	INV 6860-AUGUST GENERAL CLEANING	3,153.55
Voucher Totals						3,153.55
29 Vouchers Printed Totalling						119,096.18

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**Pendleton County Fiscal Court
Voucher Claims Register**

Road Fund

From: 08/26/2014 To: 08/26/2014

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	02-5122	Vendor	MAGO	MAGO CONSTRUCTION CO, INC		Voucher Date 08/26/2014
02-0226	02-6105-405-	ASPHALT	059880	910818	INV 059880-1497.50 TON SURFACE-GUMLICK RD	87,349.17
02-0226	02-6105-405-	ASPHALT	059881	910818	INV 059881-96.80 TON SURFACE, HARDIN ROAD	5,646.34
02-0226	02-6105-405-	ASPHALT	060035	910849	714.13 BT-INV 060035-GREENWOOD PORTLAND	40,241.23
02-0226	02-6105-405-	ASPHALT	059971	910830	INV 059971-167.02 SURFACE -J.H. GODMAN RD	9,578.93
02-0228	02-6105-447-	ROAD MATERIALS	059972	910830	INV 059972-1,546.13 SURFACE-MARK HALLEY RD	90,711.46
02-0226	02-6105-447-	ROAD MATERIALS	060016	910589	30.84 TON SURFACE BKTOP, RUBER & KELLY INV 060019	1,850.40
02-0226	02-6105-447-	ROAD MATERIALS		910592	42.66 BLKTP, RIVER & CAMPBELL RD, INV 060019	2,559.60
02-0226	02-6105-447-	ROAD MATERIALS		910593	68.77 TON-WOODS-OLD US 27-PHILIP SHARP, IV 060019	4,126.20
02-0226	02-6105-447-	ROAD MATERIALS		910590	84.03 BLKTP, STRAUB, MATHIS, RIVER RDS, INV 060019	5,041.80
		Printed On Check 008569				Voucher Totals 247,103.13
Voucher No.	02-5123	Vendor	HILLTOP	HILLTOP STONE LLC		Voucher Date 08/26/2014
02-0226	02-6105-409-	CRUSHED STONE & GRAVEL	881088	910578	53.89 #57, 10.11 #8 LIMESTONE, TURNAROUNDS	674.53
02-0226	02-6105-409-	CRUSHED STONE & GRAVEL		910580	41.50 T #57 LIMESTONE (TURNAROUND)	435.77
02-0226	02-6105-409-	CRUSHED STONE & GRAVEL		910584	20.25 TON #57 LIMESTONE (TURNAROUNDS)	212.63
		Printed On Check 008570				Voucher Totals 1,322.93
Voucher No.	02-5124	Vendor	BOARDOFEDU	PENDLETON COUNTY BOARD OF EDUCATION		Voucher Date 08/26/2014
02-0226	02-6105-455-	PETROLEUM PRODUCTS		910893	JUNE & JULY 2014, FUEL-ROAD	5,577.39
		Printed On Check 008571				Voucher Totals 5,577.39
Voucher No.	02-5125	Vendor	LIMESTONEF	LIMESTONE FARM LAWN WORKSITE		Voucher Date 08/26/2014
02-0226	02-6105-447-	ROAD MATERIALS	99177	910591	DRY CHARGED BATTERY (6400 JOHN DEERE)	364.51
		Printed On Check 008572				Voucher Totals 364.51
Voucher No.	02-5126	Vendor	BILLPATTON	BILL PATTON		Voucher Date 08/26/2014
02-0226	02-6105-447-	ROAD MATERIALS		910858	CUT DOWN AND REMOVE TREES FROM FLOUR CK ROAD	580.00
		Printed On Check 008573				Voucher Totals 580.00
Voucher No.	02-5127	Vendor	FARMTIRESE	FARM TIRE SERVICE,LLC		Voucher Date 08/26/2014
02-0226	02-6105-447-	ROAD MATERIALS		910695	FLAT TIRE REPAIR (7610 FORD TRACTOR)	15.00
		Printed On Check 008574				Voucher Totals 15.00
Voucher No.	02-5128	Vendor	SCOTT-GRD	SCOTT-GROSS COMPANY, INC.		Voucher Date 08/26/2014
02-0226	02-6105-447-	ROAD MATERIALS	3371948	910805	OXYGEN CYLINDERS -ROAD	37.85
		Printed On Check 008575				Voucher Totals 37.85
7 Vouchers Printed Totalling						265,000.81

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**Pendleton County Fiscal Court
Voucher Claims Register**

Jail Fund

From: 08/26/2014 To: 08/26/2014

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	02-5129	Vendor	GREATAMERI	GREAT AMERICAN FINANCIAL SERVICES		Voucher Date 08/26/2014
02-0326	03-5101-445-	OFFICE SUPPLIES	15703024	910822	INV 15703024-LEXMARK COPIER-JAIL	35.96
		Printed On Check 006209				Voucher Totals 35.96
Voucher No.	02-5130	Vendor	KEN KELLS	KEN KELLS		Voucher Date 08/26/2014
02-0326	03-5101-455-	PETROLEUM PRODUCTS - GAS, OIL, ETC.		910853	REIMBURSEMENT FOR FUEL	20.00
		Printed On Check 006210				Voucher Totals 20.00
Voucher No.	02-5131	Vendor	CLINICAL	CLINICAL SOLUTIONS		Voucher Date 08/26/2014
02-0326	03-5101-549-	ROUTINE MEDICAL	073114-BOONPEND	910651	INMATE MEDS	345.23
		Printed On Check 006211				Voucher Totals 345.23
Voucher No.	02-5132	Vendor	MIDWESTAUT	GLENN STEINKAMP - MIDWEST AUTOMOTIVE		Voucher Date 08/26/2014
02-0326	03-5101-592-	MAINTENANCE & REPAIR - VEHICLES	6709	910852	08 FORD CV, COOLING FAN ASSY, LABOR	340.43
		Printed On Check 006212				Voucher Totals 340.43
4 Vouchers Printed Totalling						741.62

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Pendleton County Fiscal Court

Voucher Claims Register

L.G.E.A. Fund

From: 08/26/2014 To: 08/26/2014

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	02-5133	Vendor INDUSTRIAL	PENDLETON CO INDUSTRIAL AUTHORITY			
02-0426	04-5075-348-	INDUSTRIAL AUTHORITY CONTRIBUTION				
		Printed On Check 002867		910887	INDUSTRIAL AUTHORITY FUNDING	
					Voucher Totals	6,250.00
						6,250.00
Voucher No.	02-5134	Vendor MOBILCOM	MOBILCOMM INC			
02-0426	04-5135-446-	FUNCTION SPECIFIC EQUIPMENT & SUPPLIES		910848	INV 878063-REALIGNED DISHES-MT AUBURN RADIO TOWER	1,891.44
02-0426	04-5135-446-	FUNCTION SPECIFIC EQUIPMENT & SUPPLIES		910848	INV 895269-REPAIRS AT MT AUBURN RADIO TOWER	753.18
02-0426	04-5135-446-	FUNCTION SPECIFIC EQUIPMENT & SUPPLIES		910848	INV 908733-DELIVERED EQUIP. INSTALLED JACKS	850.40
02-0426	04-5135-446-	FUNCTION SPECIFIC EQUIPMENT & SUPPLIES		910848	INV 911228-WIRE DOOR SWITCHES TO CONSOLES	1,895.07
		Printed On Check 002868			Voucher Totals	5,290.09
Voucher No.	02-5135	Vendor GRAINGER	GRAINGER			
02-0426	04-5135-499-	OTHER SUPPLIES	9488904435	910836	MARKING FLAG, BLANK VINYL-EOC	13.85
		Printed On Check 002869			Voucher Totals	13.85
					3 Vouchers Printed Totalling	11,563.94

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Pendleton County Fiscal Court

Voucher Claims Register

911 Fund Fund

From: 08/26/2014 To: 08/26/2014

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	02-5136	Vendor CROWNEPLAZ	CROWNE PLAZA LOUISVILLE			
02-7526	75-5145-569-	911 STAFF TRAINING				
		Printed On Check 002908		910895	911 TRAINING-LODGING, A. WRIGHT	336.36
					Voucher Totals	336.36
Voucher No.	02-5137	Vendor ANGELAWRIG	ANGELA WRIGHT			
02-7526	75-5145-569-	911 STAFF TRAINING		910894	REIMBURSEMENT FOR TRAINING REGISTRATION	164.80
		Printed On Check 002909			Voucher Totals	164.80
					2 Vouchers Printed Totalling	503.16

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In Re: Adjournment

A motion was made by Squire Fields, seconded by Squire Fogle that this meeting be adjourned to meet again in regular session on September 9, 2014, subject to any called meetings, motion carried.

ATTEST:

Pendleton County Judge/Executive

Pendleton County Fiscal Court Clerk