PENDLETON COUNTY FISCAL COURT
NOVEMBER TERM, NOVEMBER 12, 2013
COURT MET PURSUANT TO ADJOURNMENT
WITH
HONORABLE HENRY BERTRAM, JUDGE/EXECUTIVE
PRESIDING

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

Members Absent: None

County Attorney: Jeff Dean

Invocation was given by Judge Bertram who also led the Pledge of Allegiance to the flag.

In Re: Approval of Agenda

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

In Re: Approval of Minutes

Minutes of the October 22, 2013 meeting were presented to the court by fiscal court clerk, Vicky King, whereby Squire Whaley made a motion, seconded by Squire Fields that the minutes be approved as presented, motion carried.

In Re: Presentation of the Treasurer's Report

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

In Re: Representative McKee

Representative Tom McKee was in attendance to honor Pendleton County Judge/Executive Henry Bertram with a citation from the Kentucky House of Representatives for his achievement of being named "Judge/Executive of the Year" by Kentucky Emergency Management. This was informational only, no action taken.

In Re: Second Reading of KACo 1989 Bond Closeout Ordinance

Judge Bertram read in summary form an ordinance approving and authorizing the execution and delivery of a fifth supplemental trust indenture in connection with the heretofore issued money market municipal lease revenue bonds. Squire Fields made a motion to allow this to stand as the second reading, seconded by Squire Fogle, motion carried.

ORDINANCE NO. 2013-__

AN ORDINANCE OF PENDLETON COUNTY, KENTUCKY APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FIFTH SUPPLEMENTAL TRUST INDENTURE IN CONNECTION WITH THE HERETOFORE ISSUED MONEY MARKET MUNICIPAL LEASE REVENUE BONDS, (KENTUCKY ASSOCIATION OF COUNTIES LEASING TRUST PROGRAM), SERIES 1989.

WHEREAS, Pendleton County, Kentucky (the "Issuer") is a county and political subdivision of the Commonwealth of Kentucky (the "State"), existing as such under and by virtue of the Constitution, statutes and laws of the State; and

WHEREAS, the Kentucky Association of Counties Leasing Trust ("CoLT") has been created under the provisions of Sections 65.210 to 65.300 of the Kentucky Revised Statutes (the "Interlocal Cooperation Act") pursuant to a Declaration of Trust, By-Laws and Interlocal Cooperation Agreement for the Kentucky Association of Counties Leasing Trust approved by the Issuer on November 17, 1988, to provide a program for economically financing or refinancing the acquisition, construction and installation of various public projects by public agencies in the Commonwealth of Kentucky (the "Program") and having among its purposes, "to raise sufficient capital for the participating public agencies to acquire, construct, maintain, add to and improve certain necessary real and personal property which is required to accomplish the public agencies' public purpose;" and

WHEREAS, in order to assist the Program to fulfill its public purposes and functions, the Issuer heretofore issued its Money Market Municipal Lease Revenue Bonds, Series 1989 (Kentucky Association of Counties Leasing Trust Program), Series 1989 (the "Bonds") in accordance with the provisions of KRS 65.210 through 65.300 and KRS 58.010 through 58.190, as amended (collectively, the "Act"); and

WHEREAS, the Bonds were issued pursuant to a Trust Indenture dated as of March 1, 1989 (the "Original Indenture") between the Issuer, CoLT and The Bank of New York Mellon Trust Company, N.A. (successor to Liberty National Bank and Trust Company of Louisville) (the "Trustee"), which has been amended and supplemented by a First Supplemental Trust Indenture dated as of April 1, 1990, a Second Supplemental Trust Indenture dated as of May 1, 2004, a Third Supplemental Trust Indenture dated as of July 1, 2006 and a Fourth Supplemental Trust Indenture dated as of June 1, 2012, each between the Issuer, CoLT and the Trustee (together with the Original Indenture, the "Indenture"), the capitalized terms not otherwise defined in this Resolution having the meanings given them in the Indenture; and

WHEREAS, the Credit Facility Provider has negotiated with CoLT regarding the non-renewal or termination or the Credit Facility that provides for the payment of the principal of and interest on the outstanding Bonds and has agreed to hold the Bonds at an interest rate that will not require any increase in Lease Payments under the outstanding Leases (the "Modified Rate"); and

WHEREAS, the Indenture must be amended to permit the Bonds to bear interest at the Modified Rate and the Credit Facility Provider will consent to a modification to the Indenture that authorizes the Modified Rate; and

WHEREAS, in order to provide for the Modified Rate, it is necessary for the Issuer, CoLT and the Trustee to enter into a Fifth Supplemental Trust Indenture (the "Fifth Supplemental Indenture") amending and supplementing the Indenture for such purpose;

WHEREAS, there has been presented to the Fiscal Court of the Issuer the form of the Fifth Supplemental Indenture;

WHEREAS, the Fifth Supplemental Indenture is in appropriate form and is an appropriate instrument for the purposes intended;

NOW, THEREFORE, be it ordained by the Fiscal Court of Pendleton County, Kentucky, as follows:

Section 1. Purpose. The Issuer hereby finds, determines and declares that all statements of fact set forth in the preambles to this Ordinance are true and correct in all respects, and such preambles are incorporated into the body of this Ordinance by reference as if set forth at length herein.

Section 2. Fifth Supplemental Indenture. The Issuer hereby approves and authorizes the execution and delivery of the Fifth Supplemental Indenture in substantially the form filed with the Issuer, subject to such changes, alterations, modifications and amendments as may be approved by the Issuer, such approval to be established conclusively by the execution of such Fifth Supplemental Indenture.

Section 3. Severability. If any section, phrase or provision of this Ordinance is for any reason declared to be invalid, such declaration will not affect the validity of the remainder of the sections, phrases or provisions of this Ordinance.

Section 4. Conflict. To the extent any resolution, ordinance or part thereof is in conflict with the provisions of this Ordinance, the provisions of this Ordinance will prevail and be given effect.

Section 5. Effective Date. This Ordinance will be in full force and effect from and after adoption and publication of a summary thereof as provided by law.

INTRODUCED, SECONDED, READ AND GIVEN FIRST READING APPROVAL at a duly convened meeting of the Fiscal Court of Pendleton County, Kentucky, held on October 22, 2013.

GIVEN SECOND READING AND ADOPTED at a duly convened meeting of the Fiscal Court of Pendleton County, Kentucky, held on November 12, 2013, signed by the Judge/Executive as evidence of his approval, attested by the Fiscal Court Clerk, ordered published and filed as required by law, and declared to be in full force and effect from and after its adoption, approval and publication of a summary thereof according to law.

_____
Judge/Executive

Attest:

_____

_____
Fiscal Court Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting Fiscal Court Clerk of Pendleton County, Kentucky, and as such Clerk, I further certify that the foregoing is a true, correct and complete copy of an Ordinance as appears to me in the records at Pendleton County, Kentucky, duly adopted by its Fiscal Court at a duly convened meeting held on November 12, 2013, signed by the Judge/Executive, duly filed, recorded and indexed in my office and now in force and effect, and that all action taken in connection with such Ordinance was in compliance with the requirements of Kentucky law, all as appears from the official records of said Fiscal Court in my possession and under my control.

IN WITNESS WHEREOF, I have hereunto set my hand this this _____ day of _____, 2013.

_____
Fiscal Court Clerk of

Pendleton County, Kentucky

SUMMARY OF BOND ORDINANCE
AND NOTICE OF SECOND READING OF BOND ORDINANCE

The Pendleton County Fiscal Court, at a meeting to be held on November 12, 2013 at 7:00 p.m. in the Pendleton County Courthouse, 233 Main Street, Falmouth, Kentucky will consider for passage, the following ordinance:

AN ORDINANCE OF PENDLETON COUNTY, KENTUCKY APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FIFTH SUPPLEMENTAL TRUST INDENTURE IN CONNECTION WITH THE HERETOFORE ISSUED MONEY MARKET MUNICIPAL LEASE REVENUE BONDS, (KENTUCKY ASSOCIATION OF COUNTIES LEASING TRUST PROGRAM), SERIES 1989.

This Ordinance authorizes the delivery of a supplemental trust indenture by the County of Pendleton, Kentucky (the "County") related to its outstanding Money Market Municipal Lease Revenue Bonds (Kentucky Association of Counties Leasing Trust Program), Series 1989. THE OUTSTANDING BONDS DO NOT REPRESENT OR CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF THE CONSTITUTION OF THE COMMONWEALTH OF KENTUCKY.

/s/ Vicky King
Fiscal Court Clerk,
County of Pendleton, Kentucky

2091 Ivi

In Re: County Contribution for Stream Gauges

Judge Bertram explained to the court that the funding for the stream flow gauges on the Licking River has been cut by the federal government and presented them with a request from Judge/Executive Mike Pryor of Nicholas County asking for monetary help in covering the cost of funding the gauges. Squire Veirs made a motion to pay $1,400.00 as Pendleton County's portion of funding for this year, seconded by Squire Fields, motion carried.

11/07/2013 10:28 FAX 18592893705 002

Mike Pryor
County Judge/Executive
Nicholas County

P.O. Box 167
Carlisle, Kentucky 40311
(859)289-3725 (859) 289-3705

November 6, 2013

Henry Bertram, County Judge/Executive
233 Main St., Room 4
Falmouth, KY 41040

Dear Judge Bertram:

Per our phone conversation regarding the streamflow gages located on the Licking River, we received the agreement of payment from USGS, for said project.Our Fiscal Court will meet on Friday, and have agreed to pay our portion of the project. The City of Falmouth and Pendleton County were going to help with that funding.I am asking at your convenience, for the remainder of the payment, $1,400.00 from the City of Falmouth and $1,400.00 from the County of Pendleton. If you have any questions concerning this matter, please call me at the above telephone number.

Sincerely,

Mike Pryor
County Judge/Executive

MP/drp

In Re: Discussion of Thelen Proposal to Geotech Colvins Bend Bridge Project

Judge Bertram presented the court with a Proposal from Thelen Associates, Inc. for a Geotechnical Exploration of Colvins Bend Bridge in McKinneysburg. Squire Fields made a motion, seconded by Squire Fogle to approve this proposal allowing Thelen to proceed with this project, motion carried.

The main purpose of this exploration is to determine the general subsurface profile at the site and to relate the engineering properties of the soils and bedrock, that is, their classification and strength characteristics, to the remedial options being considered by Pendleton County. Based on our experience as Geotechnical Engineers in Kentucky, we propose a scope of services including the following:

1. We will drill four (4) test borings, ranging in depth from 20 to 30 feet. Locations and elevations of borings will be determined by survey measurements relative to existing physical features. Ground surface elevations of borings will be related to a given benchmark.

2. We will perform field and laboratory tests for use in evaluating classification and strength parameters of the foundation soils and bedrock.

3. We will make an engineering evaluation of the accumulated data, develop design criteria and recommendations, and prepare a written report outlining the field exploration and laboratory review, and commenting on the remedial options under consideration by Pendleton County. The report will document the accumulated data and provide recommendations for foundation design and potential soil and/or bedrock problems relating to construction. Our report will also include recommendations for seismic design parameters and site class with respect to the 2007 edition of the Kentucky Building Code (KBC 2007).

4. We will distribute reports to the Pendleton County Fiscal Court (three copies) and will also submit the report electronically in pdf format.

A profile of thin overburden soils over the limestone bedrock of the lower portion of the Ordovician Lexington Limestone is anticipated. Should we discover unusual or erratic subsurface conditions, we will contact you to discuss any necessary changes prior to expanding the scope of work.

We note that Thelen's lightest track-mounted drill rig weighs approximately 11,400 pounds (5.7 tons). This proposal is based on the Pendleton County Fiscal Court

obtaining permission from KYTC for our drilling rig to use the bridge to drill two of the test borings on the north side of the bridge.

The details of our services are outlined on the fee schedule shown on the accompanying Proposal-Agreement form. Our services include contacting Kentucky Underground Protection, Inc. in order for them to provide utility clearance. This cost does not provide for repair of lawns, ground, vegetation and/or paving disturbed during the drilling operations. We will backfill the test boring holes with the auger cuttings and perform a reasonable job of clean up. As an optional service, the test borings could be backfilled with a specialty material to mitigate the risks of future contamination of the subsurface profile via a hazardous waste spill at any location backfilled only with auger cuttings. Item 116 is included on the Proposal-Agreement form as an option, and you should initial the appropriate line to designate your authorization for that service. If neither line is designated, it will be assumed that the specialty backfill is not selected. If our work is verbally authorized and the option is not specified, or if the executed Proposal-Agreement form is returned after the field drilling work is initiated, it will also be assumed that the specialty backfill is not selected.

With our present work schedule, this work could commence within two to three (2 to 3) weeks after receipt of authorization to proceed and after the test boring locations are staked in the field, weather and site conditions permitting. Our work will be performed in a timely manner consistent with sound engineering practices. Normally an allowance of four to five (4 to 5) weeks following completion of field work is allotted for submittal of the geotechnical study.

Samples obtained from the test borings will be retained for a period of thirty (30) days after submittal of our geotechnical report. Continued storage or other disposition of samples can be made at your expense upon written request.

The scope of our geotechnical engineering services does not include any environmental assessment or investigation for the presence or absence of wetlands or hazardous or toxic materials in the soil, bedrock, surface water, groundwater or air, on or below or around the site.

If this Proposal-Agreement meets with your approval, please sign the Proposal-Agreement form and return a signed copy to serve as our authorization to proceed. If you issue a Purchase Order, please reference this Proposal-Agreement. If you provide verbal or another form of authorization to proceed, it is understood that you are in agreement with all of the terms and conditions of this Proposal-Agreement and our services will be provided based on that understanding.

Enclosed herewith is a "Notice to Owner" form which should be completed by the present owner of the project property and returned to our office authorizing our access to the property to perform our work.

Also enclosed herewith is a reprint of "Important Information About Your Geotechnical Engineering Proposal" published by ASFE, Professional Firms Practicing in the Geosciences, which our firm would like to introduce to you at this time.

We thank you for this opportunity to provide our fee schedule and estimate of the costs of the proposed geotechnical services. We look forward to being your Geotechnical Consultants for the referenced project. If you have any questions concerning the enclosed information, or if we may be of any other service to you, please do not hesitate to contact us.

Respectfully submitted,
THELEN ASSOCIATES, INC.

Donald B. Thelen, P.E.
President

DBT:tmk

Enclosures: Notice to Owner Form
ASFE Information

GENERAL CONDITIONS

To assure a clear understanding of all matters related to our mutual responsibilities, the following conditions for the technical services by Thelen Associates, Inc., hereinafter called Thelen, are made a part of this proposal-agreement.

1) Without the Client's authorization, the fee schedule rates shall be held fixed until sixty (60) calendar days after the date of this proposal-agreement.

2) The Client will be invoiced for services rendered, payable upon receipt, unless otherwise agreed. The Client shall pay an additional charge of one-and-one-half percent (1.5%) of the invoiced amount per month for any payment not received by Thelen within thirty (30) calendar days of date of invoice. The Client shall pay any attorney's fees or other costs incurred by Thelen to collect any delinquent amount.

3) The Client shall place at the disposal of Thelen all available information pertinent to the project site including boundary, topographic, and utility surveys, probing and subsurface exploration reports, field and laboratory tests, schematic layouts, sketches, cross sections, site plans, the known or possible presence of hazardous materials, and any other information pertinent to the existing and proposed conditions upon which Thelen can rely as background data in completing the technical and/or professional services under this proposal-agreement. The Client agrees to waive any claim against Thelen, and to defend and hold Thelen harmless from any claim or liability for injury or loss allegedly arising from Thelen damaging underground utilities or other man-made objects that were not properly located on plans furnished to Thelen. Client further agrees to compensate Thelen for any time spent or expenses incurred by Thelen in defense of any such claims, in accordance with Thelen's prevailing fee schedule and expense reimbursement policy.

4) The Client shall guarantee ingress and egress upon public and private lands and shall obtain approval of all governmental authorities as required for Thelen or its agents to perform its work under this proposal-agreement.

5) The Client understands that Thelen's services under this proposal-agreement are limited to geotechnical services and do not include any environmental investigation or assessment, and that Thelen has no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with hazardous materials, including notifying any governmental body or the potentially affected public. The existence or discovery of hazardous materials constitutes a changed condition under this proposal-agreement.

6) In subsurface explorations and materials testing, the actual conditions or characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations and explorations have been made or testing performed. Because of these uncertainties, changed or unanticipated conditions may occur that could affect the Client's estimated or actual costs, for which Thelen is not responsible. If Thelen discovers such conditions or circumstances that it had not anticipated, Thelen will notify the Client in writing of any such changed conditions. The Client and Thelen agree that they will then re-negotiate in good faith the terms and conditions of this proposal-agreement. If Thelen and the Client cannot agree upon amended terms and conditions within thirty (30) calendar days after notice, Thelen may terminate this proposal-agreement and be compensated for its work in progress.

7) The Client recognizes that he is solely responsible for the selection of the general contractor, subcontractors, sub-subcontractors, materialmen and others (herein collectively the Contractor), and that Thelen is not responsible for the construction means, methods, techniques, sequences or procedures incidental to the Contractor's work, nor for the Contractor's obligations for project site safety matters, safety programs and measures, including but not limited to Occupational Safety and Health Act (OSHA) regulations, nor is Thelen liable for defects or deficiencies in the Contractor's work. Thelen will be available for consultation if Client believes the Contractor's work is deficient in any manner.

8) The Client shall give prompt written notice to Thelen whenever the Client observes or otherwise becomes aware of any defect in the project. The Client and Client's personnel, Contractors and Subcontractors shall promptly report to Thelen any defects or suspected defects in Thelen's work in order that Thelen may take prompt, effective measures which in Thelen's opinion will minimize the consequences of a defect in service.

9) If retained as the Client's representative for construction review services, Thelen will provide technical and/or professional personnel who will make observations and run field tests as the Geotechnical Engineer deems necessary, and thereby provide an opinion as to whether the Contractor's work is proceeding in accordance with the project specifications. On the basis of Thelen's on-site observations and tests, Thelen will assist the Client in assessing the progress of the Contractor's work. Thelen cannot guarantee against defects and deficiencies in the work of the Contractor occurring in Thelen's absence from the site.

Continued

GENERAL CONDITIONS, Continued

10) All documents, including reports, logs, drawings, field notes, laboratory test data, calculations, estimates and other documents prepared by Thelen as instruments of service shall remain the property of Thelen. The Client agrees that the Client and his agents will use these documents solely in connection with the project, and not for the purpose of making subsequent extensions or enlargements thereto, and he will not sell, publish or display them publicly. Re-use for extensions of the project, or for new projects, shall require written permission of Thelen and shall entitle Thelen to further compensation at a rate to be agreed upon by the Client and Thelen. Thelen retains the rights of ownership of any patentable or copyrightable concepts arising from Thelen's services.

11) Thelen makes no warranty, either expressed or implied, as to its findings, recommendations, specifications, drawings or professional advice, except that the same will be promulgated after being prepared in accordance with the generally accepted professional engineering principles and practices in the field of civil engineering at this time, including but not limited to geotechnical engineering and materials testing. Thelen's services will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Thelen will perform its professional services in a manner consistent with sound engineering practices.

12) All legal action by either party against the other for breach of this proposal-agreement or any addendum to it, or for failure to perform in accordance with the applicable standard of care, or that is essentially based upon such breach or such failure, shall be barred by the applicable statute of limitations. Such action shall be deemed to have accrued in any and all events not later than the date of Thelen's last services provided under this proposal-agreement, and as to any alleged acts or failures to act occurring after the date of Thelen's last services, not later than the date of Thelen's final invoice for services.

13) Thelen shall secure and maintain such insurance as will protect it from claims under the Worker's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of its work under this proposal-agreement.

14) Neither the Client nor Thelen will be liable to the other for any special or consequential damages of the other party, and/or its customers, including but not limited to losses, damages or claims related to the unavailability of property or facilities, construction delays, penalties, shutdowns, service interruptions, cost of capital, or loss of use, profits or revenue.

15) The Client and Thelen mutually agree that Thelen's total cumulative liability to the Client arising from services under this proposal-agreement will not exceed the gross compensation received by Thelen under this proposal-agreement or $50,000, whichever is greater. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in Thelen's services, whether alleged to arise in tort, contract, warranty, strict liability, statutory liability, or other legal theory. Upon the Client's written request, Thelen and the Client may agree to increase the limitation of Thelen's liability to a greater amount in exchange for a negotiated increase in Thelen's fee.

16) The Client shall hold harmless, indemnify and defend Thelen, its officers, employees and agents, from any and all liability claims, losses or damage, including reasonable legal fees, arising or alleged to arise from the performance of the services described in the proposal-agreement, unless said claims, losses or damage are caused by the negligence of Thelen, its officers, employees and agents. This proposal-agreement shall not create any rights or benefits to parties other than the Client and Thelen, except such other rights as may be specifically called for herein.

17) All claims, disputes or controversies arising out of, or in relation to, the interpretation, application or enforcement of this agreement, other than claims for payment of Thelen's services in Paragraph 2 above, shall be decided through Mediation. Mediation shall be conducted as follows:

    a) In the event of any claims, disputes or other matters in question between the parties to this proposal-agreement, the parties agree first to try in good faith to settle the dispute by mediation to be conducted, if reasonably possible, by the Center for Resolution of Disputes in Cincinnati, Ohio; and

    b) the Client and Thelen agree to use best efforts to reach a mediated settlement and agree to voluntarily exchange requested information and documents and provide witness interviews as requested.

The parties further agree that the Client will require, as a condition for participation in the project and their agreement to perform labor or services, that all Contractors, Subcontractors, Sub-subcontractors and Materialmen, whose portion of the work amounts to five-thousand dollars ($5,000) or more, and their insurers and sureties, shall agree to this procedure. If the Client fails to abide by this provision, the Client agrees to defend, indemnify and hold Thelen harmless from any claim or liability or injury or loss allegedly arising from Thelen's failure to perform in accordance with the applicable standard of care.

THELEN ASSOCIATES, INC.
Geotechnical • Testing Engineers
• 1398 Cox Avenue, Erlanger, Kentucky 41018-1002 / 859-746-9400 / Fax 859-746-9408

www.thelenassoc.com
Offices
Erlanger, Kentucky
Lexington, Kentucky
Cincinnati, Ohio
Dayton, Ohio

PROPOSAL • AGREEMENT FORM

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Client: Pendleton County Fiscal Court
233 Main Street
Second Floor
Falmouth, Kentucky 41040

Date: November 4, 2013

Attention: Judge/Executive Henry Bertram

Project: Geotechnical Exploration, K213247
Colvin Bend Bridge
McKinneysburg, Kentucky

It is hereby mutually agreed by and between Thelen Associates, Inc., Geotechnical Engineers, hereinafter called Thelen, and the aforementioned Client, that Thelen shall furnish the following technical and/or professional services for payment by the Client in accordance with the **17 general conditions (see previous pages)** and the fee schedule contained herein:

ITEM	ESTIMATED QUANTITY	UNIT	DESCRIPTION	UNIT COST	EXTENSION
118	1	LS	Mobilization and demobilization of drill rig	$360.00	$360.00
136	2	Day	Water truck *(if water is not readily accessible for rock coring)*	245.00	490.00
174	4	Hole	Set-up charge for rock coring	130.00	520.00
176	90	Foot	Rock coring, wireline	29.00	2,610.00
199	400	Mile	Mileage for personnel	0.75	300.00
248	6	Hour	Survey Crew to stake test boring locations and obtain ground surface elevations	105.00	630.00
249	3	Hour	Services of Draftsperson	52.50	157.50
255	18	Hour	Services of Senior Licensed Professional Geotechnical Engineer	115.00	2070.00
256	3	Hour	Services of Principal Licensed Professional Geotechnical Engineer	136.00	408.00
263	2	Hour	Senior Project Technician	70.00	140.00
287	8	Hour	Stenographer/Word Processing	35.75	286.00
288	2	Hour	Engineering Technician for utility clearance	42.25	94.50
527	10	Each	Natural moisture content test	8.75	87.50
531	2	Each	Unconfined compression test, bedrock	170.00	340.00
			ESTIMATED TOTAL		**$8493.50**

Continued

Client: Pendleton County Fiscal Court
Proposal Number: K213247

ITEM	ESTIMATED QUANTITY	UNIT	DESCRIPTION	UNIT COST	EXTENSION
116	OPTION 90	Foot	Specialty backfill Option Authorization Yes _____ No _____	$6.50	$585.00

This space is intentionally left blank.

Contact Person: Judge/Executive Henry Bertram email address: pendjud@fuse.net
Telephone No.: (859) 654-4321 Fax No.: (859) 654-5047

The accompanying letter dated November 4, 2013 by Thelen Associates, Inc. supports this Proposal-Agreement form and is made a part hereof.

If the specific conditions, services, fee schedule and 17 **general conditions (see previous pages)** for this project are acceptable to you, please sign where noted below and return a signed copy. This will also serve as our authorization to proceed.

Accepted: _____
Authorized Signature
Pendleton County Fiscal Court

Date: _____

Respectfully submitted,
THELEN ASSOCIATES, INC.

Donald B. Thelen, P.E.
President

NOTICE TO OWNER

In accordance with Thelen Associates, Inc. Company Policy, the intent of the following paragraph is to notify and receive authorization from the Owner of the below listed property so that Thelen Associates, Inc. may fulfill their contract with the Pendleton County Fiscal Court for engineering improvements to the following described property.

The undersigned, being a duly authorized representative of _____ _____ (Property Owner), hereby gives written consent to Thelen Associates, Inc. to perform a geotechnical exploration on behalf of the Pendleton County Fiscal Court on the real estate located at the Colvin Bend Bridge in McKinneysburg, Kentucky.

BY: _____
TITLE: _____
ON BEHALF OF: _____
DATE: _____

Please return this form to:

THELEN ASSOCIATES, INC.
1398 Cox Avenue
Erlanger, Kentucky 41018-1002
Fax: (859) 746-9408
Email: dthelen@thelenassoc.com

Important Information about This Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected.* During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final,* because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation is an offer to better manage your risk.* Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk "Catch-22" situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report's recommendations when another firm performs the services needed to evaluate the recommendations' adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project's geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project ***is not*** a mold prevention consultant; ***none of the services being offered have been designed or proposed for the purpose of mold prevention.***

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members' misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members' plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal's provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your ASFE-Member Geotechnical Engineer for Additional Assistance

Membership in ASFE/The Best People on Earth exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with an ASFE member geotechnical engineer for more information. Confirm a firm's membership in ASFE by contacting ASFE directly or at its website.

ASFE
THE BEST PEOPLE ON EARTH
8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@asfe.org www.asfe.org

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IIGEP06045.0M

In Re: Approve Bidding for Debris Removal During A Disaster

Squire Veirs made a motion, seconded by Squire Fields to advertise for RFQ's for debris removal during a disaster. In order to complete our debris removal plan we must have a prequalified bid list. The RFQ's will due in the Judge's office by 4:00 PM on December 4th, 2013. Motion carried.

PUBLIC NOTICE
REQUEST FOR STATEMENT OF QUALIFICATIONS (RFQ)

The Applicant Agent requests Statements of Qualifications from debris removal contractors so that they may qualify to be placed on a list of *Pre-Qualified Debris Removal Contractors* in the Pendleton County community. Debris removal contractors are required to be placed on this list to be eligible to bid on debris removal contracts for Pendleton County jurisdictions in the event of a manmade or natural disaster.

Contractors wishing to be considered for inclusion on the list of *Pre-Qualified Debris Removal Contractors* should send seven (7) copies of a Statement of Qualifications, not exceeding ten (10) pages, to: Henry W. Bertram, Pendleton County Judge/Executive, 233 Main Street, Falmouth, KY, 41040. Statements of Qualifications must be received in the aforementioned office by 4:00 PM on the 4th day of December, 2013 to be considered for review.

Contractors submitting Statements of Qualifications MUST include:

- Statement acknowledging that their qualifications are based on providing services under the FEMA submitted for approval Debris Management Plan Bid Specifications (Annex C). This notice and the FEMA submitted for approval, bid specifications (Annex C) are provided on the county website at: <pendletoncounty.ky.gov>. The notice shall run for two weeks in the local newspaper. Such notice and FEMA submitted for approval, bid specifications (Annex C) may also be picked up at the aforementioned office of the Judge/Executive.
- Description of the contractor's capabilities and experience in the field of debris removal,
- Resume of the individual assigned to oversee this specific project,
- Statement specifying whether or not the firm/business will be directly performing the work,
- A listing of similar debris removal jobs performed by the contractor along with reference information,
- Statement of ability to provide responsive service to the county and/or cities,
- Statement of ability to provide electronic documentation (Excel Spreadsheet) that includes pictures of specific debris being picked up, GPS location for each load of debris, and electronically tracked load tickets. Also the ability to electronically document daily progress including road/structure imagery, addresses and GPS coordinates using an open source mapping program such as Google Earth.

Contractors responding to the request will be ranked according to the information submitted. During the selection process, more than one Contractor may be selected for inclusion on the list of *Pre-Qualified Debris Removal Contractors*.

Upon an event requiring debris removal, each pre-qualified contractor will be asked to submit a debris clean up bid on a per-ton basis. Such debris will be picked up in the disaster area and delivered to a designated site (this site will be identified when the bid is requested). All debris will be weighed and placed as per bid specifications. Such bid will be submitted in a sealed envelope and marked "Bid". Such bid will be submitted over night to the Judge/Executive's office.

Pendleton County reserves the right to reject any and all responses, to waive any technicalities and to negotiate with respondent who most nearly meets the project requirements. The county is not responsible or liable for any costs incurred by consultants replying to this request.

Publish November 19th and 26th

ANNEX C

DEBRIS CONTRACT BID SPECIFICATIONS

GENERAL

These specifications apply to the jurisdictions of Pendleton Applicant Agent Fiscal Court, the City of Falmouth and the City of Butler. The term "Applicant Agent" will be used to refer to these entities separately and/or any combination thereof. When the term Applicant Agent is used it could apply to any and/or all jurisdictions.

The purpose of these specifications are to inform contractors of the Applicant Agent's requirements for removal and dispose of all eligible debris from the Applicant Agent of Pendleton, City of Falmouth and City of Butler, Kentucky Rights-of-Way (ROW) and public owned property. The area to be included as part of the contract is located within the Applicant Agent of Pendleton, Kentucky.

1.0 SERVICES.

1.1. The Contractor shall provide for debris removal and disposal of all eligible debris from the Applicant Agent ROW and publicly owned property.

1.2. The debris shall be taken to an approved dumpsite(s) indicated on the Rumpke Landfill located in Pendleton Applicant Agent, Kentucky. All necessary permits shall be obtained by the Applicant Agent.

1.3. The estimated amount of debris to be removed under the contract shall be determined by FEMA, **but not guaranteed.** The unit price on the individual bid schedules will be used for payment.

1.4. The Contractor shall document the current conditions of all roadways, sidewalks and all structures to remain in the debris removal area. A representative of the Applicant Agent shall be present during this inspection. The Contractor shall provide photographic and/or video documentation. The documentation shall be submitted to the Applicant Agent prior to beginning the work.

1.5. Haul and Dispose. All debris shall be hauled and disposed of in accordance with FEMA guidelines and the Pendleton-Falmouth-Butler Debris Management Plan (Plan attached). All roadways along the haul routes shall be documented and where possible State Routes shall be a priority. Transporting of debris shall be done in a safe and lawful manner. The work shall consist of clearing, separating and removing any and all eligible debris (see definitions of eligible debris and Rumpke landfill waste restrictions) from public property only, including ROW of streets and roads. Work shall include: 1) examining and sorting debris to determine whether or not debris is eligible and to determine whether eligible debris will be accepted by the landfill (items containing refrigerants and also tires must be separated and will be handled by the Applicant Agent; 2) loading and sorting the debris; 3) hauling the eligible debris to an approved dumpsite(s). Ineligible debris shall not be loaded, hauled, or dumped under the contract. The Department of Public Works (DPW) Supervisor shall be immediately notified of any ineligible debris placed at the right of way for collection. The Contractor is liable for separating all ineligible debris handled during the life of the contract.

1.5.1. The Contractor shall make a maximum of three (3) passes. The Contractor may be required to leave a minimum of one weekend between each pass. The Contractor shall not move from one designated work area to another designated work area without prior approval from the DPW Supervisor.

1.5.2. Any eligible debris, such as fallen trees, which extend onto the ROW from private property, shall be cut at the point where it enters the ROW. Only that part of the debris that lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of the contract. Hazardous limbs are considered eligible debris and are defined as limbs greater than two inches in diameter that are still hanging in the tree and are threatening a public use area, such as a trail, sidewalk, road, etc. Trees in the public ROW with more than 50% of the crown broken are eligible debris and shall be removed. Holes present as a result of uprooted trees in the public ROW shall filled to ground level. The Contractor shall not enter onto private property during the performance of the contract, unless depth of debris exceeds right-of-way.

1.6. Contractors shall note that a portion of the project will occur in residential areas. The contractors should exercise due care to minimize any damages to trees, shrubs, landscaping and general property. The contractor shall repair any damages caused by the contractor's equipment in a timely manner at no expense to the Applicant Agent. The debris work area shall be left clear of debris and clean, as reasonably and practical under the conditions of the project.

1.7. The contractor shall use equipment and perform work in a manner to prevent damages to Applicant Agent's infrastructure facilities and adjacent ROWs, including all landscaped areas. The contractor shall repair any damages caused by the contractor's equipment in a timely manner at no expense to the Applicant Agent. All tracked equipment shall be approved by the Applicant Agent prior to use. All loading equipment is required to operate from the street/road using buckets and/or boom and grapple devices to remove and load the debris. Any damage to private property, sidewalks, curbs, or streets shall be repaired at the expense of the contractor.

1.8. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities.

1.9. The government reserves the right to inspect the site, verify quantities and review operations at any time.

1.10. All work shall be accomplished in a safe manner in accordance with OSHA standards.

2.0 LOAD TICKETS.

2.1. Load Tickets shall be used for recording the load information of debris removed for disposal. Load tickets furnished by Rumpke Landfill are a document approved by the Applicant Agent. A copy of the load ticket to be used by the contractor shall be submitted for Applicant Agent approval prior to beginning work. The load ticket numbers shall be sequentially numbered. The load tickets shall be a minimum of four color coded parts. An example load ticket is included as an attachment.

2.2. Each ticket shall contain the following information:

- Ticket Number
- Contract Number
- Date
- Contractor Name
- Truck or Roll-off Number (Truck and Roll-off must be decaled separately)
- Point of Debris Collection
- Loading Departure Time/Inspector

- Dump Arrival Time/Inspector
- Debris Weight
- Tare Weight
- Truck Driver
- Debris Classification
- Debris Pick-up site (Road name and GPS coordinates)
- Dumpsite
- Debris Eligibility (Y/N)

NOTE: Each ticket shall be accompanied by a photograph of the pick-up site.

2.3. A minimum four-part load ticket will be issued by an Applicant Agent monitor prior to transport of the debris from the loading site. The entire four-part load ticket is given to the vehicle operator. Upon arrival at the certified scales, the vehicle operator shall give the entire four-part load ticket to the Applicant Agent monitor. The Applicant Agent monitor will verify the hauler and equipment and establish a weight of the eligible debris load. After documenting this data on the load ticket, the Applicant Agent monitor will give one copy to the vehicle operator. One copy is then given to the contractor; the original is kept by the Applicant Agent monitor and the fourth to FEMA. The original weigh ticket generated at the certified scales shall be attached to the original load ticket. Both the load ticket and the weigh ticket will be submitted with the daily report and must be reconciled daily, not to exceed 24 hours.

3.0 DEBRIS CLASSIFICATION

3.1. Eligible Debris Eligible debris is considered all storm related debris located within the right of way, Applicant Agent owned properties and defined below.

All debris from storm related damage will be accepted with the exception of tires, refrigerants and hazardous materials as outlined in Rumpke's landfill waste restrictions.

4.0 PERFORMANCE SCHEDULE

4.1. The Contractor shall commence performance no less than twenty-four (24) hours of receipt of notice to proceed.

4.2. Prior to commencing debris removal operations a contractor shall, with the Applicant Agent's direction, provide a work plan showing where operations will begin and which streets/roads will be cleared on a 7 and 14 day projection. The plan shall be updated every Monday.

4.3. All activity associated with debris operations may be performed during working hours of 7:00 am and 7:00 pm. The contractor may work six (6) days per week, excluding holidays and Sundays.

4.4. Maximum allowable time for completion will be ninety (90) calendar days, unless the Applicant Agent initiates additions or deletions to the contract by written change orders. Both parties pursuant to applicable Applicant Agent, state and federal law will equitably negotiate subsequent changes in cost and completion time.

ANNEX C

5.0 EQUIPMENT

5.1. All trucks and other equipment shall be in compliance with all applicable federal, state, and local rules and regulations. All trucks and other equipment must be equipped with backup alarms. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment. Sideboards or other extensions to the bed are allowable per FEMA guidelines provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2" by 6" boards or greater and not extend more than two feet above the metal bedsides. All extensions are subject to acceptance or rejection by the Applicant Agent. The contractor shall provide means to rapidly unload any trailer that does not have a means for dumping. All trailers shall have a metal-framed exterior and a minimum of 5/8" plywood (not wafer board) interior walls. All equipment used to haul debris shall be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity. **Plastic webbing is not acceptable for a tailgate.** All hauling equipment shall be weighed and marked for its tare weight. The Contractor is responsible for ensuring all loading and transport equipment complies with state and local laws. The Contractor prior to use will inspect all equipment and provide the Applicant Agent proof of inspection.

5.2. Trucks and other heavy equipment designated for use under the contract shall be equipped with two signs, one attached to each side. These signs shall be furnished by the Contractor. Magnetic signs are not permitted. The signs shall contain the following information:

- Company Name
- Truck Number
- Tare
- Inspected by and Date

An example sign is included in FEMA's Debris Management Guide.

5.3. Prior to commencing debris removal operations, the Contractor shall present to the DPW Supervisor all trucks, trailers, or containers that will be used for hauling debris. Each truck or trailer shall be weighed to determine the tare weight. Each truck or trailer shall be numbered and clearly display the tare weight for identification with a permanent marking. The Applicant Agent may, at any time, request that the trucks be re-weighed. The Contractor shall notify the DPW Supervisor each time a new truck, trailer or container is to be used under the contract.

5.4. Trucks or equipment, which are designated for use under the contract, shall not be used for any other work during the working hours of the contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of the contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under the contract.

5.5. Loading equipment used under the contract shall be rubber tired and sized properly to fit loading conditions. Excessive size loading equipment (6 CY and up) and non-rubber tired equipment must be approved by the DPW Supervisor.

ANNEX C

6.0 REPORTING

6.1. The Contractor shall submit an electronic report to the Applicant Agent during each day of the term of the contract. A daily operational report shall contain, at a minimum, the following information:

- Contractor's Name
- Contract Number
- Crew
- Location of work
- Day of Report
- Daily and cumulative totals of debris removed, by category
- Photographs of debris pick-up sites
- GPS coordinates of pick-up sites
- Map showing roads covered and individual pick-up sites
- Truck and Equipment

6.2. Discrepancies between the daily report and the corresponding weigh tickets shall be reconciled no later than the following day.

7.0 OTHER CONSIDERATIONS

7.1. The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of the contract.

7.2. The Contractor shall be duly licensed in accordance with the city's, state's and Applicant Agent's statutory requirements to perform the work.

7.3. The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractors or any subcontractors' actions or operations during the performance of the contract. Corrections for any such violations shall be at no additional cost to the Applicant Agent.

7.4. The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state, and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of the contract. At a minimum, one flag person should be posted at each approach to the work area. Work shall be accomplished in a safe manner in accordance with OSHA standards.

7.5. The Contractor is responsible for obtaining all applicable environmental and regulatory permits prior to the contractor commencing operations.

7.6. The Contractor is responsible for dust control. The Contractor shall be in compliance with all state and local laws for dust control.

7.7. The Applicant Agent may suspend contractor operations due to inclement weather. The performance period may be extended for weather delays.

7.8. The Contractor shall employ as many local residents and subcontractors as possible as part of the contract.

8.0 FINAL DISPOSITION

Landfill disposal fees are the responsibility of the Applicant Agent.

9.0 MEASUREMENT

Measurement for all debris removed will be by the ton as determined by the eligible debris delivered to the certified scales minus the tare weight, as supported by the weigh ticket. Measurement shall be documented by the weigh ticket.

10.0 INSURANCE

10.1. Prior to signing of contract, contractor agrees to furnish the Applicant Agent with all applicable certificates of insurance. Within 24 hours following signing of contract, contractor shall provide copies of insurance policies including all endorsements

10.2. The Contractor shall save and hold the Applicant Agent its agents and employees harmless from and against all liability, claims and demands on account of personal injuries (including without limitation workmen's compensation and death claims) or property loss or damages of any kind whatsoever, which arise out of or be in any manner connected with, or are claimed to arise out of or be in any manner connected with, the performance of the contract, regardless of whether such injury, loss or damage shall be caused by, or be claimed to be caused by, the negligence or other fault of the Contractor, any subcontractor, agent or employee.

11.0 PAYMENT

11.1. Payment for work completed may be invoiced on a semi-monthly basis. Invoices will be based on reconciled weigh tickets from the daily operational reports. Payment of any subcontractor is the sole responsibility of the primary contractor.

11.2. Time is of the essence to the performance hereunder and the Applicant Agent shall recover from the Contractor any delay costs caused by the acts or omissions of the contractor or its agents. Except as otherwise provided herein, payment shall be made for actual work accepted and completed. If the Contractor has not been paid within thirty days following the date of hand delivery to the Applicant Agent's authorized agent of said invoice, the Contractor shall also be paid a late payment charge consisting of interest calculated at the rate of one and on-half percent per month calculated from the expiration of the thirty day period until fully paid. Payment made is based on the post mark date or hand delivery date. No late payment interest shall be due and owing for payments withheld in good faith for reasonable cause.

11.3. For reasonable cause and/or when satisfactory progress has not been achieved by the contractor during any period for which a payment is to be made, the Applicant Agent's authorized agent may retain a percentage of said payment, not to exceed 5% of the contract value to insure performance of the contract. Said cause and progress shall be determined by the Applicant Agent's authorized agent, in his sole discretion, based on his assessment of any past performance of the Contractor and the likelihood that such performance will continue. Upon completion of all contract requirements, retained amounts shall be paid promptly less any offsets or deductions authorized hereunder or by law.

11.4. The Applicant Agent may withhold payment or final payment for reasons including, but not limited to the following: unsatisfactory job performance or progress, defective work, disputed

work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause.

11.5. Final payment, less any offsets or deductions authorized hereunder or by law, shall be made within thirty days of the certification of completion of the project by the Applicant Agent's authorized agent provided the Contractor has completed filing of all contractually required documents and certifications with the Applicant Agent's authorized agent including acceptable evidence of the satisfaction of all claims or liens. NOTE: Does not include claims between contractor and any of their subcontractors; contractor is responsible for all claims made by any of their subcontractors.

12.0 CHANGES, ADDITIONS, DEDUCTIONS, AND EXTRA WORK

The Applicant Agent may authorize changes, additions or deductions from the work to be performed by written notice to the Contractor. No extra work shall be done or any obligation incurred except upon written order by the Applicant Agent. If any change causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under the contract, the Applicant Agent shall make an equitable adjustment and modify the contract in writing.

13.0 TERMINATION OF CONTRACT

13.1 The contract may be terminated in writing at any time without cause for the convenience of the Applicant Agent. If this clause is executed, the Applicant Agent agrees to pay the contractor for all work completed through the termination date, as well as any demobilization costs that may have been part of the original contract.

13.1. The contract shall be terminated for cause if the Contractor defaults in the performance of any of the terms hereof, including but not limited to: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause; or otherwise fails to cure any other deficiency identified by the Applicant Agent within 24 hours of delivery of notice of said deficiency. The Applicant Agent retains all other legal or equitable rights or remedies existing as a result of said default, including but not limited to any legal process necessary to obtain any sureties securing this contract. Any reasonable attorney's fee incurred in enforcing this contract will not exceed 5% of said contract price.

14.0 WARRANTIES AND REPRESENTATIONS

14.1. The contract is binding upon and inures to the benefit of the Applicant Agent or Assigns and is the whole agreement of the parties and governed by the Law of the State of Kentucky. The appropriate venue for any litigation resulting hereunder is the Pendleton Circuit Court, Kentucky.

14.2. The Contractor shall comply with all Federal, State, Applicant Agent, and municipal laws, ordinances, and regulations. The Contractor shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry. The Contractor further certifies he is eligible to perform the contract under local and Federal law, is not now and has never been debarred from performing Federal or State government contracts and that all subcontractors used in the performance of this contract have the same qualifications.

15.0 DEFICIENCIES, CORRECTIVE ACTIONS AND DEDUCTIONS

15.1. When the Contractor's work does not conform to the Contract requirements completely, a deficiency exists. If a deficiency(s) is serious enough to render a service unacceptable, it is also considered a defect. Defects are important in determining if non-compliance levels have been exceeded for services inspected.

15.2. Corrective Actions. If deficiencies are identified, the Applicant Agent must take action to correct those deficiencies using one, or in some cases a combination of, the following:

15.2.1. Stop Unsafe Work. The DPW may immediately stop work on that portion of the job affected by a safety hazard, until it is corrected.

15.2.2. Issue a Stop Work Order. If the DPW Supervisor determines the deficiency is serious, the Applicant Agent can issue a stop work order.

15.2.3. Reduced Value Deduction. The Applicant Agent may reduce the Contract price to reflect the reduced value of the services performed. This method is normally used when the work is performed by the, Applicant Agent or another contractor rather than the Contractor under the contract. The amount of the deduction is equal to the value of the service(s) not performed.

15.2.4. The Contract may be terminated.

15.3. The Applicant Agent may discuss corrective actions with the Contractor to prevent future occurrences.

15.4. The contractor shall be responsible for abiding by all Federal, State and local laws. If the Applicant Agent or DPW observes non-compliance of these laws the Applicant Agent will notify the Contractor, in writing. Such notice, when delivered to the Contractor at the site of the work, shall be deemed sufficient for the purpose of work stoppage until the actions are corrected. After receipt of such notice, contractor will immediately inform the Applicant Agent/DPW Supervisor of proposed corrective action, and take such action as may be approved. If the Contractor fails or refuses to comply promptly, the Applicant Agent/DPW Supervisor may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time, or for excess costs or damages by the Contractor.

16.0 NOTICES

16.1. At the time of award, the Contractor shall designate, in writing including all contact information, an Applicant Agent Representative to receive any Notice required hereunder and who shall be available at the local work site in Pendleton County, Kentucky, during all times that the Contractor is performing work in accordance herewith. A copy of said designation shall be provided to the Applicant Agent at the time of award.

16.2. The only Applicant Agent personnel authorized to receive any Notice required hereunder is the Applicant Agent or DPW Supervisor. Said Notice must be hand delivered during normal business hours to the location designated by the Applicant Agent.

17.0 OTHER CONTRACTS

The Applicant Agent reserves the right to issue other contracts or direct other contractors to work within the area included in the contract.

18.0 ENCLOSURES/ATTACHMENTS

- Example Daily Operational Report
- Example Load Ticket
- Example Truck Placard
- Landfill Location Map

19.0 ACCEPTANCE OF A CONTRACT

The Contractor shall provide all the documentation required of the contract within the specified time limit, and providing a list of all Sub-Contracts and Proof of Insurance of all Sub-Contractors being used under the contract.

The Contractor shall provide the Applicant Agent the required insurance certificate(s) with a clause that shows Indemnity and Hold Harmless from injuries, damages, or losses caused by the negligent actions of the Contractor or its Employees to the Applicant Agent.

The Contractor shall provide proof of adequate insurance that covers any and all liability arising from the debris removal process.

The Contractor shall provide proof of Workman's Compensation as required by the State of Kentucky.

As agreed upon by the Applicant Agent and_____(Contractor name) local sub-contractors and individuals will be used, to the extent possible, during this debris removal project.

The Contractor agrees to complete the work in a professional, workmanlike manner and within the scope of work guidelines set forth above based on the unit pricing submitted by the contractor.

ANNEX C

ATTACHMENT 1

EXAMPLE DAILY OPERATIONAL REPORT

CONTRACT NO. _____

DAILY REPORT						
CONTRACTOR: CONTRACT NO:					DATE OF REPORT:	
Truck No.		Location of Work	Landfill Trips	Tonnage Totals	Local Collection Site Trips	Tonnage Totals
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
			DAILY TOTALS			

ANNEX C

ATTACHMENT 2

LOAD TICKET SAMPLE

LOAD TICKET		
TICKET NUMBER:		
CONTRACT NUMBER		
CONTRACTOR		
DATE:		
DEBRIS QUANTITY		
Truck No:	Tare (ton):	
Load Size (Tons):		
Truck Driver:		
DEBRIS CLASSIFICATION		
	Burnable	
	Non-Burnable	
	Mixed	
	Other	
LOCATION		
Section/Area:	Dumpsite	
	Time	Inspector
Loading		
Dumping		
Eligibility (Y/N):	Original: [County] [City] [State] Yellow: Contractor Pink: Driver Gold: FEMA	

Note: This is a four- part Form: Original goes to the Applicant Agent; Yellow to the Contractor; Pink to the Driver; Gold to FEMA

ANNEX C

ATTACHMENT 3

SAMPLE TRUCK PLACARD

Company Name

Truck Number

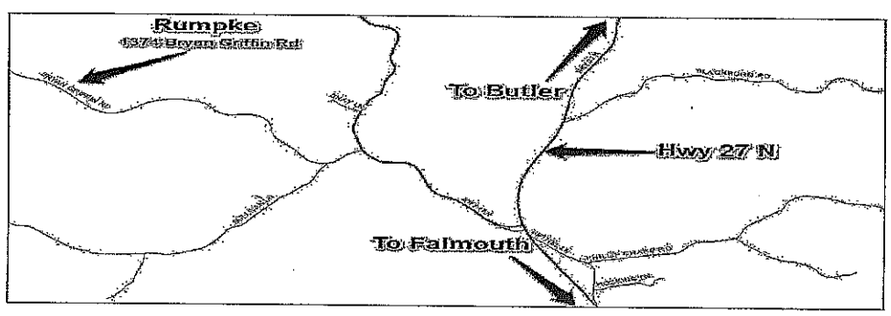
Tare

Weighed by and Date

ANNEX C

ATTACHMENT 4

Rumpke Landfill Location Map



In Re: Date to Discuss Encroachment Ordinance

There will be a special called Fiscal Court meeting on December 5th, 2013 at 5:30 PM for the purpose of discussing the Encroachment Ordinance. This was informational only, no action taken.

In Re: Resolution Declaring Ford Tractor as Surplus

Judge Bertram presented the court with a copy of a resolution declaring a 4630 Ford Mowing Tractor as surplus. Squire Whaley made a motion to approve the resolution, seconded by Squire Veirs, motion carried.

RESOLUTION NO. _____

COUNTY OF PENDLETON KENTUCKY

A RESOLUTION OF THE PENDLETON COUNTY FISCAL COURT DECLARING UNWANTED EQUIPMENT AS SURPLUS PROPERTY AND DISPOSING OF SUCH EQUIPMENT.

WHEREAS, through the advice of the road employees and the road supervisor of Pendleton County, a 4630 Ford Mowing Tractor and mowing tractor parts should be declared surplus and sold at its purchase price to the Bracken County Fiscal Court, and

WHEREAS, such tractor and its parts are now not needed, due to the purchase of a replacement tractor, and

WHEREAS, such tractor and parts are taking up needed space.

NOW, THEREFORE, BE IT RESOLVED, that the Pendleton County Fiscal Court does hereby declares the 4630 Tractor and mowing tractor parts as surplus and further resolves to dispose of such equipment through its sale to another governmental unit namely the Bracken County Fiscal Court for the sale price of $5,000.00

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

ADOPTED: November 12, 2013

_____ ATTEST:

Henry W. Bertram

County Judge/Executive

Pendleton County

_____

Vicky King

Fiscal Court Clerk

In Re: Agreement and Resolution with Rural and Municipal Aid for 80/20 Bridge Program

The Judge presented the court with an agreement between KYTC and Pendleton County, to construct a drainage structure and perform repairs on existing bridges on various county roads (See Attachment) $39,200 CB01 Rural Secondary Fund.

Squire Fields made a motion to approve a resolution adopting and approving the execution of Rural Secondary Program Agreement between the Fiscal Court and the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid, seconded by Squire Veirs, motion carried.

AGREEMENT BETWEEN KYTC AND PENDLETON COUNTY, CONSTRUCT A DRAINAGE STRUCTURE AND PERFORM REPAIRS ON EXISTING BRIDGES ON VARIOUS COUNTY ROADS (SEE ATTACHMENT) $39,200 CB01 RURAL SECONDARY FUND.

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 drainage structure and to perform repairs on existing bridges on various county roads (SEE ATTACHMENT), 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 $39,200 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.**

AGREEMENT BETWEEN KYTC AND PENDLETON COUNTY, CONSTRUCT A DRAINAGE STRUCTURE AND PERFORM REPAIRS ON EXISTING BRIDGES ON VARIOUS COUNTY ROADS (SEE ATTACHMENT) $39,200 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 $39,200 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 $39,200.

AGREEMENT BETWEEN KYTC AND PENDLETON COUNTY, CONSTRUCT A DRAINAGE STRUCTURE AND PERFORM REPAIRS ON EXISTING BRIDGES ON VARIOUS COUNTY ROADS (SEE ATTACHMENT) $39,200 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.

AGREEMENT BETWEEN KYTC AND PENDLETON COUNTY, CONSTRUCT A DRAINAGE STRUCTURE AND PERFORM REPAIRS ON EXISTING BRIDGES ON VARIOUS COUNTY ROADS (SEE ATTACHMENT) $39,200 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

ATTACHMENT FOR PENDLETON COUNTY - SRA 096 8596
RURAL SECONDARY PROGRAM 2014 06 096
10. JONESTOWN RD (CR-1231)
LOCATED 0.480 MI E OF KY 1054 OVER MONDAY BRANCH
BEGINNING AT MP 1.820 - ENDING AT MP 1.830
0.010 - DRAINAGE STRUCTURE
11. GIBSON CREEK LN (CR-1045)
LOCATED 0.315 MI E OF KY 609 OVER GIBSON CRK.
BEGINNING AT MP 0.310 - ENDING AT MP 0.320
0.010 - BRIDGE REPAIR
12. MCKINNEYSBURG RD (CR-1117)
LOCATED 1.971 MI E OF OLD THREE L HWY, OVER LICKING RIVER (C00093N)
BEGINNING AT MP 1.903 - ENDING AT MP 2.039
0.140 - BRIDGE REPAIR
13. STRAIGHT SHOOT RD (CR-1203)
LOCATED 2.741 MI NW OF KY 22 OVER S FORK GRASSY CRK (C00034N)
BEGINNING AT MP 2.730 - ENDING AT MP 2.752
0.020 - BRIDGE REPAIR

R E S O L U T I O N

Fiscal Court of Pendleton County

Resolution adopting and approving the execution of a Rural Secondary Program Agreement between the Fiscal Court and the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid, and accepting all roads and streets referred to therein as being a part of the County Road System.

Be it resolved by the Fiscal Court that:

The Fiscal Court does hereby certify that all roads and streets referred to in said Agreement are county roads as defined in KRS 178.010(1)(b); and

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

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

1.1.

1.2.

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

AYES	NAYS
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

COMMONWEALTH OF KENTUCKY) SS:

PENDLETON COUNTY)

I, _____, County Clerk of Pendleton County certify that the foregoing is a true copy of the Order above. Given under my hand and seal of office this the _____ day of _____,2013.

SIGNED_____

CLERK OF PENDLETON COUNTY

In Re: Approve HIPPA Agreement with Three Rivers Health District

Judge Bertram presented the court with a letter from Three Rivers District Health Department regarding new HIPPA regulations as they have an effect on the Business Associate Agreement. Squire Whaley made a motion to approve the new agreement as presented, seconded by Squire Fogle, motion carried.

Three Rivers District Health Department
& Home Health Agency
510 South Main Street
Owenton, Kentucky 40359
PH: (502) 484-3412
FAX: (502) 484-0864

RECEIVED
OCT 28 2013
COUNTY JUDGE'S OFFICE

October 24, 2013

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

Dear Judge Bertram,

As a result of the Final Omnibus Rule that took place this year, it is necessary at this time that we update our Business Associate Agreement. The Final Omnibus rule has an impact on HIPAA Privacy and Security Rules which we are required to implement and comply with. As such, I have enclosed a new Business Associate Agreement which incorporates the new HIPAA language as well as a copy of a press release on the Omnibus rule released in January.

Please sign both originals of the Business Associate Agreement and return both originals to my attention at the earliest opportunity to the address above. A fully executed original will be sent to you for your records. In the event only one original is returned, a photo-copy of an original will be sent to you for your records. Should you have any questions about the agreement or the rule, please feel free to contact me at the enclosed number.

Sincerely,

R. Michelle Wilburn

enclosures

GALLATIN CO. HEALTH CENTER ph: (859) 567-2844 | OWEN CO. HEALTH CENTER ph: (502) 484-5736 | CARROLL CO. HEALTH CENTER ph: (502) 732-6641 | PENDLETON CO. HEALTH CENTER ph: (859) 654-6985

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), effective on this the _____ day of _____, 2013, ("Effective Date"), is entered into by and between Pendleton County Fiscal Court (the "Business Associate") and Three Rivers District Health Department, with an address at 510 S Main Street, Owenton, KY, (the "Covered Entity") (each a "Party" and collectively the "Parties").

The Business Associate is a/n Governmental Entity. The Covered Entity is a District health department contracted by the Department for Public Health of the Commonwealth of Kentucky, in accordance with KRS Chapter 211, to share the responsibility with the Department for Public Health to implement and administer the public health laws of the Commonwealth.

The Parties entered into a Service Agreement (the "Contract") on the 18th day of July, 2013, under which the Business Associate may use and/or disclose Protected Health Information in its performance of the Services described in the Contract. This Agreement sets forth the terms and conditions pursuant to which Protected Health Information that is provided by Covered Entity to Business Associate, or created or received by the Business Associate from or on behalf of the Covered Entity, will be handled between the Business Associate and the Covered Entity and with third parties during the term of their Contract and after its termination. The Parties agree as follows:

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby the Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "business associate" of the Covered Entity as defined in the HIPAA Privacy Rule; and

WHEREAS, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement; and

WHEREAS, Business Associate agrees to collect and destroy any and all recyclable material produced by the Covered Entity, and is to assume responsibility for these documents upon receipt; and

THEREFORE, in consideration of the Parties' continuing obligations under the Contract, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule and to protect the interests of both Parties.

1. **DEFINITIONS**

1.1 Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [Insert Name of Business Associate].

1.2 Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean [Insert Name of Covered Entity]

2. **PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

2.1 Services. Pursuant to the Contract, Business Associate provides services ("Services") for the Covered Entity that involve the use and/or disclosure of Protected Health Information. Except as otherwise specified herein, the Business Associate may make any and all uses of Protected Health Information necessary to perform its obligations under the Contract, , provided that such use would not violate the Privacy and Security Regulations if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. All other uses not authorized by this Agreement are prohibited. Moreover, Business Associate may disclose Protected Health Information for the purposes authorized by this Agreement only, (i) to its employees, subcontractors and agents, in accordance with Section 3.1(e), (ii) as directed by the Covered Entity, or (iii) as otherwise permitted by the terms of this Agreement including, but not limited to, Section 2.2(b) below, provided that such disclosure would not violate the Privacy or Security Regulations if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

2.2 Business Activities of the Business Associate. Unless otherwise limited herein, the Business Associate may:

a. Use the Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of the Business Associate provided that such uses are permitted under state and federal confidentiality laws.

b. Disclose the Protected Health Information in its possession to third parties for the purpose of its proper management and administration or to fulfill any present or future legal responsibilities of the Business Associate, provided that the Business Associate represents to the Covered Entity, in writing, that (i) the disclosures are Required by Law, as that phrase is defined in 45 CFR §164.501 or (ii) the Business Associate has received from the third party written assurances regarding its confidential handling of such Protected Health Information as required under 45 CFR §164.504(e)(4), and the third party agrees in writing to notify Business Associate of any instances of which it becomes aware that the confidentiality of the information has been breached.

3. **RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PROTECTED HEALTH INFORMATION**

3.1 Responsibilities of the Business Associate. With regard to its use and/or disclosure of Protected Health Information, the Business Associate hereby agrees to do the following:

a. Shall use and disclose the Protected Health Information only in the amount minimally necessary to perform the services of the Contract, provided that such use or disclosure would not violate the Privacy and Security Regulations if done by the Covered Entity.

b. Shall immediately report to the designated Privacy Officer of the Covered Entity, in writing, any use and/or disclosure of the Protected Health Information that is not permitted or required by this Agreement of which Business Associate.

c. Establish procedures for mitigating, to the greatest extent possible, any deleterious effects from any improper use and/or disclosure of Protected Health Information that the Business Associate reports to the Covered Entity.

d. Use appropriate administrative, technical and physical safeguards to maintain the privacy and security of the Protected Health Information and to prevent uses and/or disclosures of such Protected Health Information other than as provided for in this Agreement.

e. Require all of its subcontractors and agents that receive or use, or have access to, Protected Health Information under this Agreement to agree, in writing, to adhere to the same restrictions and conditions on the use and/or disclosure of Protected Health Information that apply to the Business Associate pursuant to this Agreement.

f. Make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information to the Secretary of Health and Human Services for purposes of determining the Covered Entity's compliance with the Privacy Regulation.

g. Upon prior written request, make available during normal business hours at Business Associate's offices all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information to the Covered Entity to determine the Business Associate's compliance with the terms of this Agreement.

h. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of PHI made by Business Associate or its employees, agents, representatives, or subcontractors. Business Associate shall implement a process that allows for an accounting to be collected and maintained for any Disclosure of PHI for which Covered Entity is required to maintain. The information shall be sufficient to satisfy Covered Entity's obligations under 45 CFR §164.528. Business Associate shall include in the accounting: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the PHI; (c) a brief description of the PHI

disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that requires an accounting under this section, Business Associate shall document the information specified in (a) through (d), above, and shall securely retain this documentation for six (6) years from the date of the Disclosure. To the extent that Business Associate maintains PHI in an electronic health record, Business Associate shall maintain an accounting of Disclosure for treatment, payment, and health care operations purposes for three (3) years from the date of Disclosure. Notwithstanding anything to the contrary, this requirement shall become effective upon either of the following: (a) on or after January 1, 2014, if Business Associate acquired electronic health record before January 1, 2009; or (b) on or after January 1, 2011 if Business Associate acquired an electronic health record after January 1, 2009, or such later date as determined by the Secretary.

i. Subject to Section 5.5 below, return to the Covered Entity or destroy, at the termination of this Agreement, the Protected Health Information in its possession and retain no copies (which for purposes of this Agreement shall mean without limitation the destruction of all backup tapes).

j. Disclose to its subcontractors, agents, or other third parties, and request from the Covered Entity, only the minimum Protected Health Information necessary to perform or fulfill a specific function required or permitted hereunder.

k. Business Associate agrees to immediately report to the Covered Entity any security incident involving the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Covered Entity's electronic Protected Health Information or interference with systems operations in an information system that involves Covered Entity's electronic Protected Health Information. An attempted unauthorized access, for purposes of reporting to the Covered Entity, means any attempted unauthorized access that prompts Business Associate to investigate the attempt, or review or change its current security measures. The parties acknowledge that the foregoing does not require Business Associate to report attempted unauthorized access that results in Business Associate: (i) investigating but merely reviewing and/or noting the attempt, but rather requires notification only when such attempted unauthorized access results in Business Associate conducting a material and full-scale investigation (a "Material Attempt"); and (ii) continuously reviewing, updating and modifying its security measures to guard against unauthorized access to its systems, but rather requires notification only when a Material Attempt results in significant modifications to Business Associate's security measures in order to prevent such Material Attempt in the future.

l. Business Associate agrees to use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information (EPHI) that it creates, receives, maintains, or transmits on behalf of the covered entity as required by Subpart C of 45 CFR.

m. Business Associate agrees that any EPHI it acquires, maintains or transmits will be maintained or transmitted in a manner that fits the definition of secure PHI as that term is defined by the American Recovery and Reinvestment Act of 2009 (ARRA) and any subsequent regulations or guidance from the Secretary of the Department of Health and Human Services (DHHS) promulgated under ARRA.

n. Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits protected health information on behalf of the business associate agrees to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information, in accordance with 45 CFR §164.502(e)(1)(ii) and 45 CFR § 164.308(b)(2).

o. Business Associate agrees to immediately notify the Covered Entity of any breach of unsecure PHI as that term is defined in the ARRA and any subsequent regulations and/or guidance from the Secretary of DHHS. Notice of such a breach shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the business associate to have been, accessed, acquired, or disclosed during such breach. Business Associate further agrees to make available in a reasonable time and manner any information needed by Covered Entity to respond to individuals' inquiries regarding said breach.

p. Business Associate agrees to report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware

q. Business Associate agrees to indemnify the Covered Entity for the reasonable cost to notify the individuals whose information was the subject of the breach and for any cost or damages, including attorney fees or fines, incurred by Covered Entity as a result of the breach by Business Associate, including but not limited to any identity theft related prevention or monitoring costs.

r. Business Associate agrees to comply with any and all privacy and security provisions not otherwise specifically addressed in the Contract made applicable to Business Associate by the ARRA on the applicable effective date as designated by ARRA and any subsequent regulations promulgated under ARRA and/or guidance thereto.

s. Business Associate agrees to make uses and disclosures and requests for protected health information consistent with the covered entity's minimum necessary policies and procedures.

3.2 Responsibilities of the Covered Entity. With regard to the use and/or disclosure of Protected Health Information by the Business Associate, the Covered Entity hereby agrees:

a. To inform the Business Associate of any changes in the form of notice of privacy practices (the "Notice") that the Covered Entity provides to individuals pursuant to 45

CFR §164.520, and provide, upon request, the Business Associate a copy of the Notice currently in use.

b. To inform the Business Associate of any changes in, or revocation of, the authorization provided to the Covered Entity by individuals pursuant to 45 CFR §164.508.

c. To inform the Business Associate of any opt-outs exercised by any individual from fundraising activities of the Covered Entity pursuant to 45 CFR §164.514(f).

d. To notify the Business Associate, in writing and in a timely manner, of any arrangements permitted or required of the Covered Entity under 45 CFR § part 160 and 164 that may impact in any manner the use and/or disclosure of Protected Health Information by the Business Associate under this Agreement, including, but not limited to, restrictions on use and/or disclosure of Protected Health Information as provided for in 45 CFR §164.522 agreed to by the Covered Entity.

ADDITIONAL RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PROTECTED HEALTH INFORMATION

3.3 Responsibilities of the Business Associate with Respect to Handling of Designated Record Set. In the event that Business Associate maintains Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, in a Designated Record Set, the Business Associate hereby agrees to do the following:

a. At the request of, and in the time and manner designated by the Covered Entity, make available Protected Health Information in a designated record set to the Covered Entity or the individual to whom such Protected Health Information relates or his or her authorized representative in order to meet a request by such individual under 45 CFR §164.524 and to satisfy the covered entity's obligations under 45 CFR §164.524.

b. At the request of, and in the time and manner designated by the Covered Entity, make any amendment(s) to the Protected Health Information that the Covered Entity directs pursuant to 45 CFR §164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR §164.526.

3.4 Additional Responsibilities of the Covered Entity. The Covered Entity hereby agrees to do the following:

a. Notify the Business Associate, in writing, of any Protected Health Information that Covered Entity seeks to make available to an individual pursuant to 45 CFR §164.524 and the time, manner, and form in which the Business Associate shall provide such access, if Business Associate maintains Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, in a Designated Record Set.

b. Notify the Business Associate, in writing, of any amendment(s) to the Protected Health Information in the possession of the Business Associate that the Business Associate shall make and inform the Business Associate of the time, form, and manner in which such amendment(s) shall be made.

4. REPRESENTATIONS AND WARRANTIES

Mutual Representations and Warranties of the Parties. Each Party represents and warrants to the other party that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this Agreement and to perform its obligations hereunder, and that the performance by it of its obligations under this Agreement have been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws.

5. TERM AND TERMINATION

5.1 Term. This Agreement shall become effective on the Effective Date and shall continue in effect until all obligations of the Parties have been met, unless terminated as provided in this Section 4. In addition, certain provisions and requirements of this Agreement shall survive its expiration or other termination in accordance with Section 7.3 herein.

5.2 Termination by the Covered Entity. As provided for under 45 C.F.R. §164.504(e)(2)(iii), the Covered Entity may immediately terminate this Agreement and any related agreements if the Covered Entity makes the determination that the Business Associate has breached a material term of this Agreement. Alternatively, the Covered Entity may choose to: (i) provide the Business Associate with 30 days written notice of the existence of an alleged material breach; and (ii) afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved within 30 days, Business Associate must cure said breach to the satisfaction of the Covered Entity within 30 days. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of this Agreement.

5.3 Termination by Business Associate. If the Business Associate makes the determination that a material condition of performance has changed under the Contract or this Agreement, or that the Covered Entity has breached a material term of this Agreement, Business Associate may provide thirty (30) days notice of its intention to terminate this Agreement. Business Associate agrees, however, to cooperate with Covered Entity to find a mutually satisfactory resolution to the matter prior to terminating and further agrees that, notwithstanding this provision, it shall not terminate this Agreement so long as the Contract is in effect.

5.4 Automatic Termination. This Agreement will automatically terminate without any further action of the Parties upon the termination or expiration of the Contract.

5.5 Effect of Termination. Upon the event of termination pursuant to this Section 5, Business Associate agrees to return or destroy all Protected Health Information pursuant to 45 C.F.R.

§164.504(e)(2)(I), if it is feasible to do so. Prior to doing so, the Business Associate further agrees to recover any Protected Health Information in the possession of its subcontractors or agents. If the Business Associate determines that it is not feasible to return or destroy said Protected Health Information, the Business Associate will notify the Covered Entity in writing. Upon mutual agreement of the Parties that the return or destruction is not feasible, Business Associate further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to the Business Associate's use and/or disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible. If it is infeasible for the Business Associate to obtain, from a subcontractor or agent any Protected Health Information in the possession of the subcontractor or agent, the Business Associate must provide a written explanation to the Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.

6. CONFIDENTIALITY

Confidentiality Obligations. In the course of performing under this Agreement, each Party may receive, be exposed to or acquire Confidential Information including but not limited to, all information, data, reports, records, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in any computer data base or computer readable form, as well as any information identified as confidential ("Confidential Information") of the other Party. For purposes of this Agreement, "Confidential Information" shall not include Protected Health Information, the security of which is the subject of this Agreement and is provided for elsewhere. The Parties, including their employees, agents or representatives (a) shall not disclose to any third party the Confidential Information of the other Party except as otherwise permitted by this Agreement or as required by law, (b) only permit use of such Confidential Information by employees, agents and representatives having a need to know in connection with performance under this Agreement, and (c) advise each of their employees, agents, and representatives of their obligations to keep such Confidential Information confidential. This provision shall not apply to Confidential Information: (i) after it becomes publicly available through no fault of either Party; (ii) which is later publicly released by either Party in writing; (iii) which is lawfully obtained from third parties without restriction; or (iv) which can be shown to be previously known or developed by either Party independently of the other Party.

7. MISCELLANEOUS

7.1 Covered Entity. For purposes of this Agreement, Covered Entity shall include all entities covered by the notice of privacy practices (or privacy notice).

7.2 Business Associate. For purposes of this Agreement, Business Associate shall include the named Business Associate herein. However, in the event that the Business Associate is otherwise a hybrid entity under the Privacy Regulation, that entity may appropriately

designate a health care component of the entity, pursuant to 45 C.F.R. §164.504(a), as the Business Associate for purposes of this Agreement.

7.3 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 5.5, and Section 3.1 solely with respect to Protected Health Information Business Associate retains in accordance with Sections 3.1 and 5.5 because it is not feasible to return or destroy such Protected Health Information, shall survive termination of this Agreement.

7.4 Amendments; Waiver. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

7.5 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

7.6 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or (other than for the delivery of fees) via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

_____
_____
_____
Attention: _____
Phone: _____
Fax: _____

With a copy (which shall not constitute notice) to:

_____
_____
_____
Attention: _____
Phone: _____
Fax: _____

If to Covered Entity, to:

Three Rivers District Health Dept
310 S Main St
Owenton, KY 40359

Attention: Michelle Wilburn
Phone: 502-484-3412
Fax: 502-484-0864

With a copy (which shall not constitute notice) to:

Department for Public Health
Cabinet for Health & Family Services
275 East Main Street
Frankfort, KY 40621
Attention: Privacy Officer
Phone: (502) 564-6663
Fax: (502) 564-0919

With a copy (which shall not constitute notice) to:

Office of Admin & Technology Services
Cabinet for Health & Family Services
275 E. Main Street
Frankfort, KY 40621
Phone: (502) 564-6478
Fax: (502) 564-0203

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided.

7.7 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

7.8 Disputes. If any controversy, dispute or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally.

8. DEFINITIONS:

8.1 Designated Record Set. Designated Record Set shall have the meaning set out in its definition at 45 CFR §164.501, as such provision is currently drafted and as it is subsequently updated, amended, or revised.

8.2 Health Care Operations. Health Care Operations shall have the meaning set out in its definition at 45 CFR §164.501, as such provision is currently drafted and as it is subsequently updated, amended, or revised.

8.3 Privacy Officer. Privacy Officer shall mean the privacy official referred to in 45 CFR §164.530(a)(1) as such provision is currently drafted and as it is subsequently updated, amended, or revised.

8.4 Protected Health Information. Protected Health Information shall have the meaning as set out in its definition at 45 CFR §164.501, as such provision is currently drafted and as it is subsequently updated, amended, or revised.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf effective as of this the _____ day of _____, 2013.

COVERED ENTITY

By: _____

R. Michelle Wilburn
Printed Name

Administrative Supervisor
Printed Title

_____
Date

BUSINESS ASSOCIATE

By: _____

_____
Printed Name

_____
Printed Title

_____
Date

In Re: 21st Century Community Learning

Judge Bertram presented the court with a request from the Pendleton County Schools regarding a partnership agreement between community businesses, organizations, and individuals willing to partner with them in an effort to better serve the educational needs of Pendleton County Students. Judge Bertram suggested that the Fiscal Court may be best suited for the checked responsibilities on the attached form. Squire Fields made a motion to approve this agreement, seconded by Squire Whaley, motion carried.

EXECUTIVE DIRECTOR OF TEACHING/LEARNING
AMY RAZOR

EXECUTIVE DIRECTOR OF PUPIL PERSONNEL/STUDENT SERVICES
JOE BUERKLEY

DIRECTOR OF FINANCE/HUMAN RESOURCES
JAN JOHNSTON

PENDLETON COUNTY SCHOOLS

2525 HWY 27 NORTH
FALMOUTH, KY 41040
859-654-6911 FAX 859-654-6143

R. ANTHONY STRONG
SUPERINTENDENT

November 1, 2013

Dear Community Member,

To better serve the educational needs of our students, Pendleton County Schools are exploring ways of offering, through a community effort, after school and summer programs that will improve student achievement and social development. We are seeking community businesses, organizations, and individuals willing to partner with us in this endeavor.

A sample of a partnership agreement is attached. Please read over the agreement and check what you or your organization is willing to do. This is not an inclusive list, so please feel free to write in additional ideas. By marking the items, you are indicating that these are things that you are willing to do but we do understand that circumstances could alter this. After I have received the agreement back from you, I will customize the list according to what you have marked and will then ask for your signature.

Thank you for your willingness to partnership with Pendleton County Schools to provide academic, artistic and cultural enrichment opportunities for our students.

Sincerely,

Committee for 21st Century Community Learning

OUR CLASSROOMS ARE PATHWAYS TO SUCCESS

BOARD MEMBERS: TONY SPENCE ~ WILLIAM VERAX III ~ STEVE THOMAS ~ MARK ROSS ~ DARYL MULLINS

SAMPLE

CO-APPLICANT/PARTNER AGREEMENT

Pendleton County Schools
and

_____

Hereby enter into an agreement to enable the applicant, Pendleton County Schools, and co-applicant, _____ to maximize resources to support and jointly coordinate services for children and families participating in 21st Century Community Learning Centers Program.

The Community Agency for Lifelong Learning thereby agrees and is committed to the following responsibilities to support the 21st Century Community Learning Centers Program.
Check all that apply:

✓ Promote awareness of program
___ Recruit and refer students and families
___ Assist with home visits when requested to provide resources to families
✓ Share responsibility for program outcomes and assist with action plan for improvement
✓ Review and comment on annual local evaluation for program improvement
___ Serve on the Advisory Council
___ Financial support
___ Reading or literacy activities
___ Tutoring
___ Mentoring
___ Craft activities
___ Technology, video or media, and telecommunication, photography
___ Mathematics education activities
___ Activities for limited English proficient students
___ Science education activities
___ Assistance to truant, suspended, or expelled students
___ Art and Music education activities
___ Expanded library service hours
___ Entrepreneurial education programs
___ Promotion of parental involvement and family literacy
___ Homework Assistance
___ Sports or recreation
___ Drug and violence prevention
___ Counseling and character education programs
___ Service Learning
___ College and Career Readiness activities
___ Training for parents
___ Horticulture activities
___ Health and nutritional services
✓ Sharing job related experiences and activities
___ Other (please list)

_____
_____
_____

It is agreed by both parties that this co-applicant agreement will focus on coordination of services to build local support for sustaining the 21st Century Community Learning Centers Program. Through this collaborative process, solutions will be developed and implemented to improve student achievement and increase learning opportunities for families of participants.

_____ _____
Co-Applicant/Partner Signature Date

_____ _____
Applicant Signature Date

In Re: Sheriff's 2014 Budget for Approval

Sheriff Peoples presented the court with a copy of his 2014 budget, Squire Fogle made a motion to approve the budget as presented, seconded by Squire Veirs, motion carried.

LF 1942.001 Rev. 11/05

Form For Budget, Cumulative Quarterly Report and Annual Settlement For Calendar Year 2014

_____Pendleton_____ County Sheriff

Part One - Summary and Reconciliation of All Accounts

Show & Describe All Accounts	Column 1 2014 Fee Account Budget Estimate	Column 2 2014 Fee Account Cumulative Actual	Column 3 Account (NOT FEE ACCOUNT)	Column 4 Account (NOT FEE ACCOUNT)	Column 5 Account (NOT FEE ACCOUNT)
1. Beginning Balance/Net Receipts YTD	$823,600.00				
2. Total Disbursements YTD	$795,700.00				
3. Book Balance/Excess Fees	$27,900.00				
4. Bank Statement Balance					
5. Plus Deposits in Transit					
6. Less Outstanding Checks					
7. Other					
8. Reconciled Bank Balance					
9. Accounts Receivable as of 12/31					
10. Unpaid Obligations as of 12/31					
11. Excess Fees					

Instructions: This form is the required format for the budget and the quarterly report. BUDGET: After completing the budget estimate columns of Parts One, Two and Three, submit to the fiscal court for approval by January 15th and following approval submit to the state local finance officer. QUARTERLY REPORT: The quarterly report is cumulative. Show the status of all funds in the officials charge during calendar year to date in Part One. Line 1. Show total receipts on a cash basis for the year to date including any beginning balances for all accounts. Show current year fee account in COLUMN 2 as calculated in Part Two of report. Line 2. Show total disbursements on a cash basis for the year to date for all accounts. Show current year fee account in COLUMN 2 as calculated in Part Three of report. Line 3. Show difference between lines 1 and 2 for all accounts. Line 4. Show bank statement balance(s) at close of quarter. Line 5. Show total deposits made prior to close of quarter that are not reflected in bank statement(s). Line 6. Show total amount of checks issued prior to close of quarter that are not reflected in bank statement(s). Line 7. Show investments. Line 8. Show line 4 adjusted for lines 5, 6, and 7. Line 8 should equal line 3 for all accounts. Line 9. Complete for quarter ending 12/31. Show calculation in Part Two of report. Line 10. Complete for quarter ending 12/31. Show calculation in Part Three of report. Line 11. Complete for quarter ending 12/31. Show line 8 adjusted for lines 9 and 10. All debt to be shown in Part Four. Report due to: State Local Finance Officer, 1024 Capital Center Drive, Suite 340, Frankfort, KY 40601-8204 by the 30th day following the close of each quarter. Fax # 502-573-3712 / Ph # 502-573-3710.

Approved by the fiscal court on the ____ day of_____, 20___.

_____
County Judge/Executive Date

To the best of my knowledge the information reported herein for the budget/quarter ended _____ is accurate and complete.

Marshall Peoples 11-7-13
Signature of County Sheriff Date

County Sheriff's Budget and Report All Accounts Page 1 of 13

LF 1132.002 Rev. 12/99

Part Two Receipts	Budget Estimate	1/1 thru 3/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD		
1. School Resource Officer	28,000.00							
2. State Grants	700.00							
3. State - KLEFPF	20,600.00							
4. State Fees for Services(courtime)	$90,000.00							
5. Miscellaneous	$10,000.00							
6. Transport Deputies	$67,800.00							
7. Circuit Clerk								
8. Sheriff Security Services	$8,000.00							
9. Courthouse General Fund	$8,000.00							
10.								
11. Fiscal Court (includes Excise, Comm.)								
12. County Clerk (Delinq. Taxes & 10% Add on)	$32,000.00							
13. Commissions on Taxes Collected	$305,000.00							
14. Fees Collected for Services								
15. Auto Inspections	$3,000.00							
16. Accident/Police Reports	$500.00							
17. Serving Papers	$34,000.00							
18. CCDW	$6,000.00							
19.								
20. Gas fr. Prisoner Transport	$10,000.00							
21. Interest Earned								
22. Total Revenues	$623,600.00							
23.								
24.								
25. State Advancement	$200,000.00							
26.								
27. Total Receipts (Total lines 22 through 26)	$823,600.00							

Copy the figures shown on line 27 in the Budget Estimate column to the Summary on page 1, column 1, line 1. Copy the figure shown on line 27 in the Total YTD column to page 1, column 2, line 1. Copy the figure shown on line 27 in the Receivable column to page 1, line 8.

LF 1132.003 Rev. 12/99

Part Three Disbursements	Budget Estimate	1/1 thru 3/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD	Unpaid Obligations 12/31	Settlement Total
1. Personal Services								
2. Sheriff's Gross Salary	80,915.00							
3. Deputies' Gross Salaries	88,650.00							
4. Part Time Gross Salaries	$22,950.00							
5. Secretary Salaries	$29,000.00							
6. Overtime Gross	$15,000.00							
7. Transport Salaries	$64,000.00							
8. Employee Benefits								
9. Employer's Share Social Security								
10. Phone Allowance	$2,880.00							
11. KLEFPF	$20,600.00							
12. School Resource Officer	$36,825.00							
13. Training Wings Benefit (DPSTC)	$3,900.00							
14. Contracted Services								
15. Advertising	$450.00							
16. Vehicle maintenance and repair	$10,500.00							
17.								
18. Supplies and Materials (Including additional lines)								
19. Office Materials and supplies	$3,000.00							
20. Uniforms	$7,000.00							
21. Gasoline	$37,000.00							
22. Mobile Phones	$5,800.00							
23. Courthouse General Fund	$8,000.00							
24. Ammunition	$3,500.00							
25. Other Charges (Including additional lines, not to exceed 5 lines)								
26. Convention/Training	$9,500.00							
27. Dues	$800.00							
28. Postage	$850.00							
29. Office Phones	$2,800.00							
30. Miscellaneous	$8,500.00							
31. CCDW Fees	$2,300.00							
32.								
33. Computer/Copier	$5,000.00							

LF 1132.004 Rev. 12/00

Part Three Disbursements	Budget Estimate	1/1 thru 3/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD	Unpaid Obligations 12/31
34.							
35.							
36. Radio	$1,000.00						
37. Range Instructor	$1,500.00						
38. Bailiff Salary	$90,000.00						
39.							
40. Debt Service (Borrowed money, interest, lease/purchase)							
41. State Advancement	$200,000.00						
42. Bank Loan January Salary							
43. Interest							
44. Repayment of Vehicle Loan							
45. Capital Outlay (outright purchase of tangible items having in nature)							
46. Office Equipment	$1,500.00						
47. Vehicles	$30,000.00						
48. Accreditation							
49. Subtotal from Page 1	$471,700.00						
50. Total	$795,700.00						
For offices that fee pool, pay fees to county prior to December 31, or counties over 70,000 in population, show payments on appropriate line below.							
51. Payments to County Treasurer							
52. Payments to State Treasurer							
53. Total Disbursements (Total line 50, 51, and 52)							

Copy the figure shown on line 53 in the Budget Estimate column to the Summary on page 1, column 1, line 2. Copy the figure shown on line 53 in the Total YTD column to page 1, column 2, line 2. Copy the figure shown on line 53 in

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.sheriffpendletoncounty.ky.gov
Charles Wm. "Craig" Peoples, *Sheriff* Billy Todd Dennie, *Chief Deputy*

ANNUAL ORDER SETTING MAXIMUM AMOUNT
FOR DEPUTIES AND ASSISTANTS

Pursuant to KRS 64.330(3), "...The fiscal court shall fix annually the maximum amount, including fringe benefits, which the officer may expend for deputies and assistants...". The fiscal court of Pendleton County in compliance with state law hereby sets the maximum amount which the Sheriff of Pendleton County may expend from fees during calendar year 2014 at $ 338,0203.00 for deputies, assistants and other employees. The maximum amount as set includes all amounts paid from fees for:

X Full time salaries and wages
X Overtime wages
X Part time salaries and wages
X Court Security
___ Health Insurance
___ Insurance other than health
___ Employer match SS/Retirement
X Other: ETRFF/Jail Fund
X Other: School Resource Officer

Motion made by _____, seconded by _____

Vote _____

Signed _____ Fiscal Court Clerk _____
Date _____

Form AC-29
Rev. 11/1/06

Finance and Administration Cabinet
Local Government Services
County Fee Branch
PO Box 699
Frankfort, Kentucky 40602

CERTIFICATE OF SHERIFF

I ___Charles William Peoples____ certify that I am the duly elected Sheriff of ____PENDLETON_____ County and I am thereby entitled to receive the monthly expense allowance provided by KRS 70.170.

January 1, 2013
Date Sworn in Office

_____, **Sheriff**
__PENDLETON _____ **County**

I _____, County Clerk of _____ County

Hereby certify that the about statement is true and correct.

This the _____ day of _____, 20____

_____
County Clerk Signature

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.sheriffpendletoncounty.ky.gov
Charles Wm. "Craig" Peoples, *Sheriff* Billy Todd Dennie, *Chief Deputy*

Finance and Administration Cabinet
Division of Local Government Services
County Fees Systems Branch

Attention: Office of the Controller/County Fees Branch

I Charles William Peoples_ Sheriff of ____PENDLETON_____ County, Kentucky hereby make an application for an advancement of funds to deffray the expenses of my office of 2014. This is in request of KRS 64.140(1) and 200 KAR 42.0201(3)

The fees received by the sheriff's office are insufficient to provide the necessary funds for the operation of the office. That as sheriff, I desire to receive advancements from the State Treasury for the purpose of defraying office expenses.

As sheriff, I agree to comply with the statutes and regulations of the Finance Cabinet relating to sheriff's advancement in the event that I am granted an advance of monies for the operation of my office. The following documents filed with this application are true and correct statements of fact.

Sincerely,

_____ Sheriff
____PENDLETON__County

Subscribed and sworn to before me by _____ Sheriff of _____ County, this day of _____, _____.

_____
Notary Public
My Commission expires _____

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.sheriffpendletoncounty.ky.gov
Charles Wm. "Craig" Peoples, *Sheriff* Billy Todd Demitie, *Chief Deputy*

FINANCE AND ADMINISTRATION CABINET
DIVISION OF LOCAL GOVERNMENT SERVICES
COUNTY FEE SYSTEMS BRANCH
PO BOX 639
FRANKFORT, KENTUCKY 40602

I hereby certify the total receipts from all sources (including tax commissions) of the fee Account from the office of PENDLETON County Sheriff as of November 7, 2014 was $ 648,691.90

SHERIFF

Subscribed and sworn to before me by _____ Sheriff of _____ County, Kentucky this day of _____, _____.

_____ NOTARY PUBLIC
COMMISSION EXPIRES: _____

PENDLETON COUNTY SHERIFF
FALMOUTH PENDLETON COUNTY, KY
BUDGET FOR 2014

ESTIMATED RECEIPTS: $ 823,600.00
ESTIMATED EXPENSES: $ 795,700.00

		AVERAGE PER MONTH	YEAR
SALARIES:	SHERIFF	6,742.92	80,915.00
	DEPUTIES	17,702.09	212,425.00
	CLERK	2,333.34	28,000.00
OFFICE SUPPLIES		250.00	3,000.00
POSTAGE		70.84	850.00
FUEL		3,083.34	37,000.00
COURT SECURITY		7,500.00	90,000.00
AUTO EXPENSE		875.00	10,500.00
MOBILE PHONE		483.34	5,800.00
OFFICE PHONE		233.34	2800.00
OVERTIME		1250.00	15,000.00
KLEFF		1716.00	20,600.00
MISCELLANEOUS EXPENSE		708.34	8,500.00
COMPUTER/COPIER		666.67	8,000.00
STATE ADVANCEMENT		16,666.67	200,000.00
TOTAL ESTIMATED EXPENSES		$ 60,281.89	$ 723,390.00

I hereby certify, to the best of my knowledge, the above budget represents a true and correct budget of expenses which my office will incur during the calendar year 2014.

SHERIFF

APPROVAL BY THE FISCAL COURT OF _____ COUNTY.
APPROVED THIS THE _____ DAY OF _____ 20____.

COUNTY JUDGE/EXECUTIVE

Charles William Peoples SHERIFF
PENDLETON COUNTY, KY
STATEMENT OF AMOUNT TO BE ADVANCED EACH MONTH
IN 2014

MONTH	ESTIMATED EXPENSES	ESTIMATED RECEIPTS	ESTIMATED ADVANCEMENT
JANUARY	75,823.00	50,636.00	30,000.00
FEBRUARY	80,582.00	73,659.00	39,000
MARCH	56,235.00	57,364.00	19,000.00
APRIL	63,107.00	76,346.00	19,000.00
MAY	68,849.00	36,594.00	19,000.00
JUNE	66,780.00	38,705.00	15,000.00
JULY	67,536.00	47,822.00	15,000.00
AUGUST	62,875.00	74,041.00	22,000.00
SEPTEMBER	69,969.00	50,867.00	22,000.00
OCTOBER	61,315.00	107,802.00	0.00
NOVEMBER	61,315.00	104,802.00	0.00
DECEMBER	61,314.00	104,802.00	0.00
TOTALS	795,700.00	823,600.00	200,000.00

I hereby certify, to the best of my knowledge, the above is a true estimate of the amount needed to be advanced each month for the operation of the sheriff's office of Pendleton County.

SHERIFF

APPROVAL MUST BE MADE BY FISCAL COURT.
APPROVED THIS _____ DAY OF _____ COUNTY, 20____.

COUNTY JUDGE/EXECUTIVE

In Re: Sheriff's Body Armor and Weapons Grant Agreement

Judge Bertram presented the court with a Home Land Security Grant Agreement from Law Enforcement Protection Grant Program in the amount of $8,400.00 to be used to purchase body armor vest, duty weapons and ammunition. Squire Veirs made a motion to approve the signing of this agreement, seconded by Squire Whaley, motion carried.

Doc-ID No: PO2 094 1400002855 1 Page 1 of 9

Kentucky Commonwealth of Kentucky

PURCHASE ORDER

IMPORTANT: Show Doc ID number on all packages, invoices and correspondence.

Doc Description: Pendleton County Fiscal Court	
Doc-ID No: PO2 094 1400002855 1	Procurement Folder: 3128816
Procurement Type: Grant	
Administered By: PAT GILL	Cited Authority: KRS16.220(4A)
Telephone: 502-564-2081	Issued By: Gene Kiser

CONTRACTOR
PENDLETON COUNTY FISCAL COURT

HOMELAND SECURITY USE ONLY
202 CHAPEL ST.
FALMOUTH KY 41040
US

Effective From: 2013-11-15 Effective To: 2014-08-01

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Pendleton County Fiscal Court		0.00		0.00000	8,400.00	8,400.00

Extended Description
Scope of Work:

A minimum of 1 body armor vest, 8 duty weapons and some ammunition. Amount of the LEPP Award not to exceed $8,400.00.

Effective Date: November 15, 2013

Expiration Date: August 1, 2014

BILL TO
493257
GG GOV OFC.HOMELAND SECURITY
200 MERO STREET

FRANKFORT KY 40622
US

SHIP TO
493257
GG GOV OFC.HOMELAND SECURITY
200 MERO STREET

FRANKFORT KY 40622
US

Total Order Amount: 8,400.00

	Document Phase	Document Description	Page 2 of 9
1400002855	Draft	Pendleton County Fiscal Court	

Law Enforcement Protection Program Clauses

WHEREAS, KRS 16.220 establishes a fund in the Governor's Office of Homeland Security to provide for Body Armor, weapons and ammunition and/or electro-muscular disruption technology for sworn peace officers of city, Recipient, charter Recipient and urban-Recipient police departments, public university safety and security departments organized pursuant to KRS 164.950, sheriff's department and service animals, as defined in KRS 525.010 and for the purchase of firearms or ammunition.

WHEREAS, the Recipient has made application with the Commonwealth for a grant for such purposes; and

WHEREAS, a committee appointed by the Executive Director of the Kentucky Office of Homeland Security has reviewed the applications of all agencies that have applied for grant funds for such purposes and has made its recommendations to the Commonwealth;

NOW, THEREFORE, in consideration of the mutual covenants, commitments, and conditions contained herein, the Commonwealth and the Recipient agree as follows:

Identification & Obligations of the Parties

First Party
The Office of the Governor, Kentucky Office of Homeland Security (KOHS) (as the First Party), in the exercise of its lawful duties, has determined that the functions outlined in this Agreement and in the attachment(s) thereto, are necessary for compliance with either the statutory and regulatory requirements of the Kentucky Office of Homeland Security.

Second Party
The Second Party is the contractor as defined by KRS 45A.030 (9) and agrees that they are willing, available and qualified to perform the scope of work as detailed in this agreement and as specifically outlined.

Extensions and Amendments to this Agreement
The terms and conditions of this agreement may be extended or amended according to the provisions of KRS Chapter 45A, and are subject to the approval of the Director of KOHS, the Secretary of the Finance and Administration Cabinet and/or the Legislative Research Commission's Government Contracts Review Committee.

Choice of Law and Forum Provision
The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation and performance of this agreement. Furthermore, the parties hereto agree that any legal action that is brought on the basis of this agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

Sole Benefit
This Agreement is intended for the sole benefit of the First Party, the Second Party, and is not intended to create any other beneficiaries.

Successors and Assigns
This Agreement may not be assigned by a party without the express written consent of the other party. All covenants made under this Agreement shall bind and inure to the benefit of any successors and assigns of the parties whether or not expressly assumed or acknowledged by such successors or assigns.

Entire Agreement
This Agreement forms the entire agreement between the parties as to scope and subject matter of this Agreement. All prior discussions and understandings concerning the scope and subject matter are superseded and incorporated by this Agreement.

Severability
If any provision of this Agreement is held judicially invalid, the remainder of the Agreement shall continue in force and effect to the extent not inconsistent with such holding.

Waiver of Breach
If a party waives enforcement of any provision of this Agreement upon any event of breach by the other party, the waiver shall not automatically extend to any other or future events of breach.

Campaign Finance
The contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

Change of Circumstances
Each party shall promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect the party's ability to carry out any of its obligations under this Agreement.

Liability and Indemnity
Nothing in this Agreement shall be construed as an indemnification by one party of the other for liabilities of a party or third persons for property loss or damage or death or personal injury arising out of and during the performance of this Agreement. Any liabilities or claims for property loss or damage or for death or personal injury by a party or its agents, employees, contractors or assigns or by third persons, arising out of and during the performance of this Agreement shall be determined according to applicable law.

Violation of tax and employment laws
KRS 45A.485 requires the contractor to reveal to the Commonwealth, prior to the award of a contract, 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.

To comply with the provisions of KRS 45A.485, the contractor shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the contractor shall be in continuous compliance with the provisions of those statutes which apply to the contractor's operations, and that the contractor's failure to reveal a final determination as described above or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

Funding Out Provision:
The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the contractor thirty (30) calendar days' written notice of termination of the contract.

Identification of the Object or Subject Matter of the Contract

Performance Specifications
The Second Party agrees that all funds received from the Commonwealth in accordance with this agreement shall be used solely for the purchase of body armor for sworn officers, service weapons and ammunition and/or electro-muscular disruption technology.

The Second Party agrees that body armor purchased using these funds shall meet or exceed standards issued by the National Institute of Justice for body armor.

The Second Party agrees that funds received from the Commonwealth in accordance with this agreement shall not be used to replace existing body armor unless that body armor has been in actual use for a period of five (5) years or longer or has been so damaged that it is no longer serviceable.

The Second Party shall use its own procurement procedures that reflect applicable state and local laws for all purchases of body armor, service weapons and ammunition and/or electro-muscular disruption technology in accordance with this agreement.

The Second Party shall retain all records relating to this agreement until the records are audited by the Commonwealth, or for three (3) years after the Project has been closed out by the Commonwealth, whichever occurs first.

The Second Party shall cooperate fully with the Commonwealth and provide any documentation requested by the Commonwealth in order to facilitate the obligations set out in this agreement.

The Second Party shall be responsible for the expenditure of funds in accordance with all applicable laws. Any unauthorized or improper expenditure of funds or expenditure of funds other than in accordance with the terms of this agreement shall be deemed default of this agreement by the Recipient.

The Second Party shall repay the Commonwealth all funds that are not spent in accordance with this agreement and appropriate laws.

Property
Property purchased by the Second Party for the purposes of fulfilling the requirements of the scope of services for this agreement is incorporated into this document by reference.

Subgrant Conditions
The Second Party shall follow the conditions outlined in the Kentucky Office of Homeland Security Grant Application Subgrant Conditions, which are incorporated into this document by reference.

Monitoring
The Second Party shall submit, at such times and in such form as may be prescribed, such reports as KOHS may reasonably require, including financial reports, progress reports, final financial reports and evaluation reports. The Second Party shall also comply with any and all site visit monitoring performed by the First Party.

Equipment Inventory
The Second Party must submit to the First Party an inventory of all equipment purchased with these state funds. This inventory must include the item inventory number, item description, and site where equipment is located.

Open Records
Request for information under the Kentucky Open Records Act which may reasonably lead to the discovery of any information related to homeland security records as defined by KRS 61 may not be disclosed without the written approval of the Director of KOHS.

Consideration and Conditions for Payment

Total Amount of Contract and Contract Period
Final ___ The Second Party's and/or Third Party's fees and expenses relative to the performance of the scope of services outlined in this Agreement and in the detailed attachment(s) (if applicable) to this

agreement shall not exceed the Total Order Amount as set forth in this Agreement. The subject services and functions are to be performed during the term of this agreement. It is understood that this agreement is not effective and binding until approved by the Secretary of the Finance and Administration Cabinet and/or Legislative Research Commission's Government Contract Review Committee per KRS 45A.705.

Earliest Date of Payment
No payment on this agreement shall be made before completion of the review procedure provided for in KRS 45A.705, unless alternate actions occur as set out in KRS 45A.695(7) payments on personal service contracts and memoranda of agreements shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the secretary.

Payments
Payments to applicants that are not state agencies
Payment by the First Party to the Second Party shall be made only after receipt of appropriate, acceptable and timely request for reimbursements. Reimbursement requests will be submitted on approved Kentucky Office of Homeland Security forms as provided by the First Party and submitted in written format to the First Party by the Second Party. The method of reimbursement will be through hard copy check.

Final Request for Reimbursements:
Final request for reimbursements must be submitted to the First Party 30 days prior to the expiration of this agreement.

Social Security
The Second Party and all other parties so contracted for services under the scope of service of this agreement agree that they are cognizant that the First Party is not liable for Social Security contributions pursuant to 42 U.S Code, Section 418, relative to the compensation of the Second Party during the effective dates of this agreement.

Financial Management System
Applicable only to contract agreements where reimbursement is based upon actual, allowable costs

The Second Party agrees to establish and/or maintain a financial management system which shall provide for:
Accurate, current, and complete disclosure of the financial results of the functions/services performed under this agreement in accordance with the reporting requirements as set forth in this Agreement and attachment(s) thereto;
Records that identify the source and application of funds for activities/functions/services performed pursuant to this contract agreement. These records shall contain information pertaining to federal and/or state funds received, obligations, unobligated balances, if applicable, assets, liabilities, expenditures and income;
Effective control over and accountability for all funds, property, and other assets. The Second Party shall

safeguard all such assets and shall assure that they are used solely for authorized purposes in the provision of functions/services under this agreement;
Procedures for determining reasonableness, and allowability of costs in accordance with the terms and conditions of this Agreement and any attachment(s) thereto; and
Accounting records that are supported by source documentation.

Access to Records
The contractor, as defined in KRS 45A.030 (9) agrees 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.

Reduction in Contract Worker Hours
The Kentucky General Assembly may allow for a reduction in 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.

Conflict of Interest Laws and Principles
The contractor certifies that he is legally entitled to enter into this contract agreement with the Commonwealth of Kentucky, and by holding and performing the terms and conditions of this agreement will not violate any conflict of interest statute, including but not limited to KRS 45A.330-45A.340, 45A.990, KRS 164.390, and KRS 11A.040 of the Executive Branch code of ethics, relating to the employment of former public servants

Certification of Lobbying
Second Party understands and agrees that no state funds appropriated to the Second Party pursuant to this agreement shall be used to influence, either directly or indirectly, the introduction or modification of any federal or state legislation, or the outcomes of any federal, state or local election, referendum, or initiative.

Time of Performance

Effective Date
All Memoranda of Agreement are not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Government Contract Review Committee. However, Memoranda of Agreements $50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes only, as provided under KRS 45A.700.

Cancellation Clause
Claim or performance disputes will be in accordance with KRS Chapter 44 and KRS Chapter 45A. Either party may cancel the contract at any time for cause or may cancel without cause on 30 days written notice.

Modifications to Contract
The agency reserves the right to modify this agreement for the addition or deletion of requirements deemed necessary by the agency with the mutual agreement of both parties in accordance with KRS 45A.030 (2); KRS 45A.210 (1); (200 KAR 5:311)

Notices
Any notice, transmittal, approval, or other official communication made under this Agreement shall be in writing and shall be delivered by hand, facsimile transmission, or by mail to the other party.

Performance Timeline
Upon request by the First Party, the Second Party will provide summaries of progress made to date on this agreement. Should the First Party find the performance unacceptable, the First Party shall provide written notification and may cancel the agreement immediately.

Drug-Free Work Place
The Second Party agrees that it will comply with the provisions of the Drug-Free Work Place Act of 1998 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and maintain a drug-free workplace.

The Final Rule, Government-Wide Requirements for Drug-Free Workplace (Grants), issued by the United States Office of Management and Budget is incorporated herein by reference and the Second Party covenants and agrees to comply with all the provision thereof, including any amendments to the Final Rule that may hereafter be issued.

Purchasing and Specifications
The Second Party certifies that he will not attempt in any manner to influence any specifications to be restrictive in any way or respect, nor will he attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and Section 7.09 that pertains to conflict of interest laws and principles, "He" is construed to mean "They" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "He" is construed to mean any person with an interest therein.

Confidentiality
The Second Party agrees that any employee or agent acting in its behalf will abide by the state and federal rules and regulations governing access to and use of information provided to the Second Party by the First Party in the administration of this contract.

Audit Requirements
If the Second Party is a governmental entity, an institution of higher learning or other nonprofit institution, the Second Party (subrecipients/subgrantees) shall procure an audit in accordance with the

United State's Office of Management and Budget (OMB) Circular A-133, as amended. All subrecipients/subgrantees of federal grant money disbursed under this Master Agreement are required, under OMB Circular A-133, to have an audit conducted annually if they expend $500,000 or more in total federal grant money during the subrecipient's/subgrantee's fiscal year. All subrecipients/subgrantees that are signatories to this Agreement must ensure that an annual audit is performed and provide a copy of their annual audit to the Kentucky Office of Homeland Security no later than 30 days after receipt of the final audit report.

Procurement
The acquisition of goods and services by the Contractor in performance of this Agreement shall be according to applicable Commonwealth of Kentucky contracting procedures, the standards and procedures contained in applicable federal regulations (28CFR, 32 CFR, others).

Duty of Cooperation
Cooperation
Second Party must initial:
_____ It is specifically recognized by the Second Party that it is their duty to reasonably accommodate the informational requests of KOHS in a timely manner and in the form they are requested. The Second Party agrees that the sole and final authority on compliance with any Federal or State regulations, statues and guidelines with respect to the grant rests with the KOHS and as such, will ensure that every effort is made to honor that compliance guidance.

By signing this contract, the vendor agrees that electronic approvals may serve as electronic signatures.

Second Party Signature: _____

Title: Judge/Exe

Date: 11/5/13

Commonwealth of Kentucky, Kentucky Office of Homeland Security

Signature: _____
Eugene L. Kiser, Executive Director

Date: _____

Approved as to form and legality:

_____

Date: _____

OFFICE OF THE GOVERNOR
KENTUCKY OFFICE OF HOMELAND SECURITY

Steven L. Beshear
Governor

200 Mero Street
Frankfort, KY 40622
Phone 502-564-2081
Fax 502-564-7764
www.homelandsecurity.ky.gov

Eugene L. Kiser
Executive Director

October 8, 2013

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

Dear Judge Bertram:

On behalf of Governor Steve Beshear, I am pleased to inform you that your county has been awarded $9,400.00 from the Kentucky Office of Homeland Security. These funds are from the Law Enforcement Protection Grant Program. The award is for the purchase of 1 body armor vest ($550.00), 8 duty weapons ($6,732.00) and some duty ammunition ($1,150.00) so the Pendleton County Sheriff's Department can better serve and protect the citizens of the county.

The Law Enforcement Protection Program is a state program that is funded solely by the sale of confiscated weapons turned in by agencies such as your sheriff's department to the Kentucky State Police.

Detailed information is forthcoming from our Grants Division about specific requirements to begin your task. However, until an agreement is formally created, signed and returned to you, no portion of our funds may be obligated or used in any manner.

If you have any questions, please contact Pat Gill at 502.564.2081 or pat.gill@ky.gov. Additionally, I am always available to assist.

Cordially,

Eugene L. Kiser
Executive Director

c: Honorable Katie Stine, KY State Senator
Honorable Thomas McKee, KY State Representative
Lisa Cooper, Executive Director, Northern Kentucky Area Development District

KentuckyUnbridledSpirit.com

Kentucky UNBRIDLED SPIRIT

An Equal Opportunity Employer M/F/D

In Re: Butler Sewer Line Repair Contract

Judge Bertram presented a notice of award to the court whereby IPR Great Lakes, LLC will be awarded the contract for Sanitary Sewer Rehabilitation in Butler, KY. Squire Whaley made a motion to approve this contract in the amount of $63,258.75, seconded by Squire Fields, motion carried.

NOTICE OF AWARD

Dated: October 29, 2013

To: IPR Great Lakes, LLC
(Bidder)

Address: 4086 Michigan Avenue
Detroit, MI 48210

Contract: Pendleton County Fiscal Court, Sanitary Sewer Rehabilitation, Butler, KY
(Insert Name of Contract As It Appears in the Bidding Documents)

Owner's Contract No. -0-

GRW's Project No. 3962-01

You are notified that your bid dated October 10, 2013 for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for:

Pendleton County Fiscal Court, Sanitary Sewer Rehabilitation, Butler, KY
(Indicate Total Work, Alternates or Sections of Work Awarded)

The Contract Price of your Contract is Sixty-Three Thousand Two Hundred Fifty-Eight Dollars and 75/100 ($63,258.75).

Copies of each of the Proposed Contract Documents (except Drawings) accompany this Notice of Award. Sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within ten days of the date of this Notice of Award.

1. You must deliver to the OWNER fully executed counterparts of the Agreement including all the Contract Documents. This includes the Drawings. The appropriate Contract Documents must bear your signature.

2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders (Paragraph 17), General Conditions (Paragraph 5.01) and Supplementary Conditions (Paragraph SGC-5.01).

EICDC No. 1910-22 (1996 Edition)
Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

3. (List other conditions precedent).

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with those conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

Pendleton County Fiscal Court
(OWNER)

(AUTHORIZED SIGNATURE)

The Honorable Henry W. Bertram, Judge Executive
(TITLE)

COPY TO ENGINEER
(Use Certified Mail,
Return Receipt Requested)

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by
IPR Great Lakes, LLC
this the _____ day of _____, 2013.

Contractor

Title

In Re: Planning Commission's Request to Retain a Consultant

Judge Bertram presented the court with a request from Myron Doan, Planning Commission Chair requesting approval to retain a consultant to work with Planning Commission as they examine the Bluegrass Pipeline Project. Squire Fields made a motion to approve this request, seconded by Squire Veirs, motion carried.

TO: Pendleton County Fiscal Court

FR: Myron Doan, Chair
Pendleton County Joint Planning Commission

In a special meeting of the planning commission on November 4, 2013, it was unanimously decided to hire a consultant to work with us as we examine the Bluegrass Pipeline project. We have chosen Attorney Jeff Harmon to be our consultant. He will research the project as it affects Pendleton County and will then estimate his cost to us. We would appreciate your approval of this expenditure. Please advise. Thank you.

From: Henry Bertram [pendjud@fuse.net]
Sent: Wednesday, October 30, 2013 1:42 PM
To: Falmouth Outlook
Cc: County Attorney; Alan Whaley; Bob Fogle; GARY VEIRS; David Fields; Vicky King
Subject: Bluegrass Forum

Publish as Outlined.

Henry

No virus found in this message.
Checked by AVG - www.avg.com
Version: 2013.0.3426 / Virus Database: 3222/6811 - Release Date: 11/05/13

In Re: Request to Take a Portion of North Johns Road into County Road Maintenance System

Judge Bertram presented the court with a request from KKC Freedom Ridge, Inc. regarding completion of an approximate 735 feet section of North Johns Road, and asking that it be brought into the county road maintenance program. Squire Veirs made a motion to accept this portion of the road into the county maintenance program, seconded by Squire Whaley, motion carried.

KKC Freedom Ridge, Inc

P.O. Box 24

Butler, Kentucky, 41006

November 4, 2013

Judge Executive Henry Bertram

Main Street

Courthouse Square

Falmouth, Kentucky 41040

Dear Judge,

We have completed the final coating of blacktop surface on North Johns Road, Butler Ky. Therefore, we are requesting the County Fiscal Court to bring this approximate 735 feet section of road, into the county's road maintenance program.

The road's initial subgrade dirt, base underlayment blacktop, and final surface blacktop has been constructed and laid to county specifications.

Also, we are requesting the $10,000 Road bond be lifted. This bond has been in place since 2006 for performance on road completion.

Thanking you in advance for assistance regarding this matter.

Respectfully submitted,

KKC Freedom Ridge, Inc.

Phillip E. Turner President

PENDLETON COUNTY ROAD DEPARTMENT
103 HWY 330 West
Falmouth, Kentucky 41040
Tim Antrobus, Supervisor
859-654-4321

October 31, 2013

Re: Steps to bring North Johns Road into county compliance

As Phil Crump of Mago Construction laid the first layer of blacktop on North Johns Road, I met with him last winter–Feb/March-to inspect North Johns Road to determine what needed to be completed to bring the road into compliance to meet county road specifications.

Mr. Crump pointed out several dig outs which needed to be taken care of and stated that an additional 3" of blacktop needed to be laid to bring the road up to specs.

I met with Phil Turner, owner and developer, and informed him of Mr. Crump's findings. Mr. Turner has repaired the dig outs and laid the additional 3" of blacktop.

At this time the road has no drainage problems and meets county specifications. I approve taking the rest of North Johns Road into the county road system.

There is approximately 735.7' of blacktopped road to be added to the Pendleton County Road System.

Tim Antrobus
Pendleton County Road Supervisor

RESOLUTION NO. _____

COUNTY OF PENDLETON KENTUCKY

A RESOLUTION TO ALLOW FOR THE INSERTION OF A ROAD INTO THE COUNTY ROAD MAINTENANCE PROGRAM.

WHEREAS, The Pendleton County Fiscal Court in and through its administrative code and planning commission subdivision regulations may adopt new roads into the county road system; and

WHEREAS, Phil Turner, KKC Freedom Ridge Inc. is requesting 735 additional feet of "North Johns Road" be adopted into the county road system with the road having a 50 foot right-of-way; and

WHEREAS, The said road lies on the North end of North Johns Road, and

WHEREAS, A platt of said road is attached to this resolution; and

WHEREAS, The aforementioned road was constructed and approved by the Pendleton County Road Supervisor having met all requirements as outline in the County Administrative Code.

NOW, THEREFORE, BE IT RESOLVED that the Pendleton County Fiscal Court does hereby take over maintenance and repair of 735 additional feet of North Johns Road.

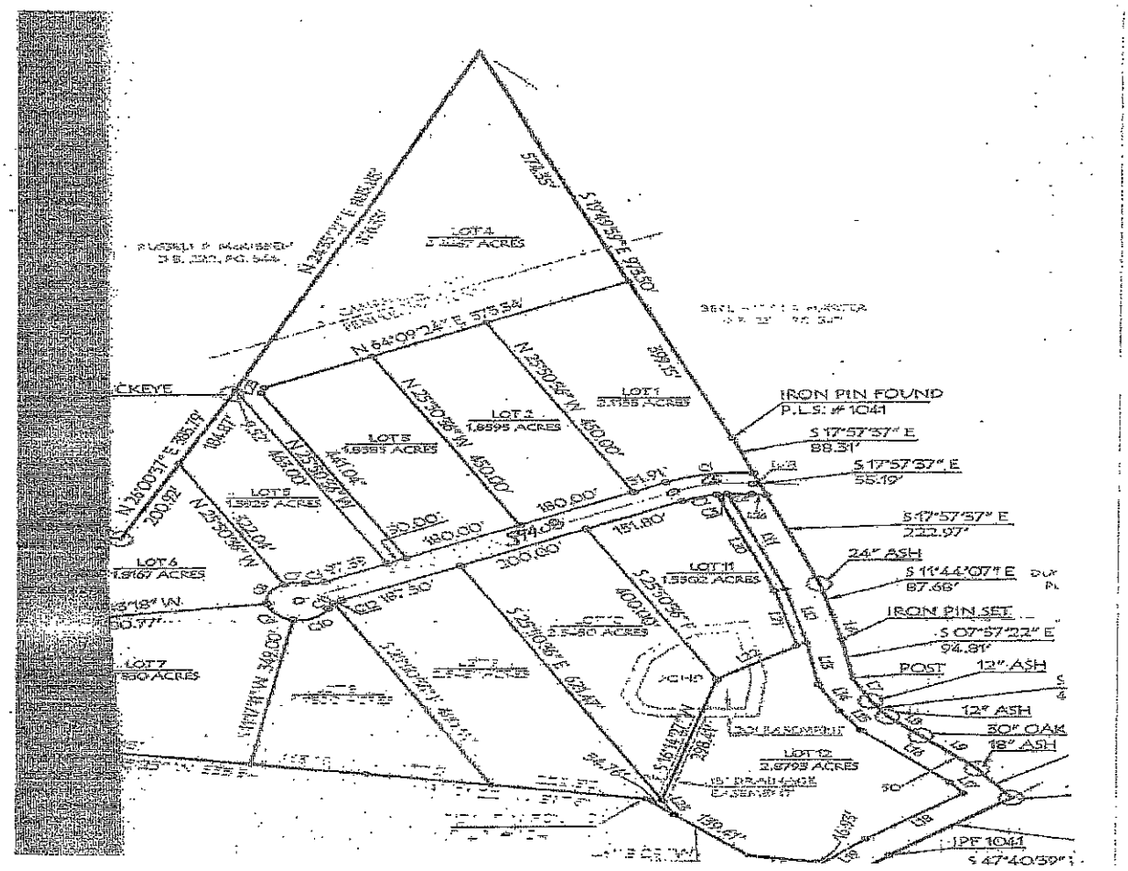
This adoption shall take place on November 12, 2013.

Done during a regular scheduled fiscal court meeting at Falmouth, Kentucky on November 12, 2013.

_____
Henry W. Bertram
County Judge/Executive
Pendleton County

ATTEST:

_____
Vicky King
Fiscal Court Clerk



In Re: Discuss City Animal Shelter Property

Discussion was held regarding approximately 14 acres of City of Falmouth Property on Monroe Road to be used to build a County Animal Shelter, Squire Fogle made a motion to approve forgiving the City of debt owed the county in exchange for this property, seconded by Squire Fields, motion carried.

Pendleton County Fiscal Court Agrees

To

Pendleton County Fiscal Court's Forgiveness of Debt in exchange for approximately 14 acres of City of Falmouth property on Monroe Road to be used as a County Animal Shelter.

The following is a list of forgiven debt:

	Total
Animal Control at $2500 Per Year for 2012 and 2013	$5000
Planning Commission Contribution at $2500 Per Year for 2012 and 2013	$5000
Salt Payment for 2010-2011 and 2011-2012 at an average of $1300 Per Year	$2600
	$12,600

County will be responsible for survey of property and any and all expenses incurred in the closing.

Attest: _____ _____

Vicky King, Fiscal Court Clerk Henry W. Bertram, Pendleton County Judge

In Re: Transfers

Judge Bertram presented and review the budget account transfers, whereby Squire Whaley made a motion, seconded by Squire Fogle that the transfers be approved as presented, motion carried.

PENDLETON COUNTY FISCAL COURT
TUESDAY NOVEMBER 12, 2013
7:00 PM

COURT ORDERED TRANSFERS

General Fund

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

01-5085-339	Co. Properties Radio Maintenance	$11,601.00
01-5420-507	Tourism Contributions	$ 500.00
01-9100-551	Memberships – Co Judge/FC	$ 700.00
01-9400-209	Worker's Comp	$ 1,867.00

Road Fund

Transfers from (02-6105-447) Road Materials to the following accounts:

02-9400-209	Workers Comp	$ 2,206.00

Jail Fund

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

03-9400-209	Workers Comp	$ 77.00

911 Fund

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

75-9400-209	Workers Comp	$ 82.00

INTERFUND TRANSFERS

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

Henry W. Bertram

Vicky J. King

In Re: Payment of Claims

Judge Bertram presented and reviewed the payment of claims, Squire Veirs made a motion to approve the payment of claims as presented with the exception of the Mago bills for North Johns Road pending clarification of these bills, seconded by Squire Fogle, motion carried.

Pendleton County Fiscal Court

Voucher Claims Register

General Fund

From: 11/12/2013 To: 11/12/2013

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 05-5005		Vendor OFFICEDEPO OFFICE DEPOT			Voucher Date	11/12/2013
05-0112	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	578678894001	908552	JUDGES OFFICE SUPPLIES	38.45
05-0112	01-5047-445-	TAX ADMINISTRATOR OFFICE SUPPLIES		908552	CCC TAX ADM OFFICE SUPPLIES	166.29
		Printed On Check 016518			Voucher Totals	204.74
Voucher No. 05-5006		Vendor MODERN LEA MODERN LEASING			Voucher Date	11/12/2013
05-0112	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	239786312	908671	INV 239786312-COPIER LEASE-JUDGES OFFICE	470.76
		Printed On Check 016519			Voucher Totals	470.76
Voucher No. 05-5007		Vendor CORONER JOHN PEOPLES			Voucher Date	11/12/2013
05-0112	01-5020-569-	REGISTRATIONS, CONF, & TRAINING		908648	REIMBURSEMENT CORNERS TRAINING	345.03
		Printed On Check 016520			Voucher Totals	345.03
Voucher No. 05-5008		Vendor FRANKAMMER FRANK AMMERMAN			Voucher Date	11/12/2013
05-0112	01-5020-569-	REGISTRATIONS, CONF, & TRAINING		908614	REIMBURSEMENT FOR CORNER TRAINING EXPENSES	237.02
		Printed On Check 016521			Voucher Totals	237.02
Voucher No. 05-5009		Vendor BECKY'S FL BECKY'S FLOWER BASKET			Voucher Date	11/12/2013
05-0112	01-5025-499-	OTHER SUPPLIES		908607	SYMPATHY ARRANGEMENT E. PEOPLES	53.00
05-0112	01-5070-445-	P & Z OFFICE SUPPLIES		908607	SYMPATHY ARRANGEMENT E. PEOPLES	53.00
		Printed On Check 016522			Voucher Totals	106.00
Voucher No. 05-5010		Vendor KACO KENTUCKY ASSOCIATION OF COUNTIES			Voucher Date	11/12/2013
05-0112	01-5025-569-	REGISTRATION/CONFERENCES	130254	908600	CONFERENCE REGISTRATION-B. FOGLE	250.00
05-0112	01-5025-569-	REGISTRATION/CONFERENCES	130282	908611	2013 CONFERENCE REGISTRATION D. FIELDS	250.00
		Printed On Check 016523			Voucher Totals	500.00
Voucher No. 05-5011		Vendor CO CLERK PENDLETON COUNTY CLERK			Voucher Date	11/12/2013
05-0112	01-5085-192-	ELECTION OFFICERS SALARIES		908753	ELECTION OFFICERS MEETING	330.00
		Printed On Check 016524			Voucher Totals	330.00
Voucher No. 05-5012		Vendor SHERIFF PENDLETON COUNTY SHERIFF			Voucher Date	11/12/2013
05-0112	01-5085-192-	ELECTION OFFICERS SALARIES		908754	ELECTION OFFICERS MEETING	330.00
		Printed On Check 016525			Voucher Totals	330.00
Voucher No. 05-5013		Vendor CALDWELL DIAN CALDWELL			Voucher Date	11/12/2013
05-0112	01-5085-192-	ELECTION OFFICERS SALARIES		908755	ELECTION OFFICERS MEETINGS	330.00
		Printed On Check 016526			Voucher Totals	330.00
Voucher No. 05-5014		Vendor STRAUSS STRAUSS & TROY			Voucher Date	11/12/2013
05-0112	01-5070-399-	PLANNING - COMPREHENSIVE		908620	MONTHLY STIPEN, AND CELL TOWER REVIEW	3,000.00
		Printed On Check 016527			Voucher Totals	3,000.00
Voucher No. 05-5015		Vendor NKAPC NORTHERN KY AREA PLANNING COMMISSION			Voucher Date	11/12/2013
05-0112	01-5070-399-	PLANNING - COMPREHENSIVE	1397	908751	ID PLATS	330.00
		Printed On Check 016528			Voucher Totals	330.00

Page No 1

Pendleton County Fiscal Court

Voucher Claims Register

General Fund

From: 11/12/2013 To: 11/12/2013

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 05-5016		Vendor ACE FALMOUTH ACE HARDWARE			Voucher Date	11/12/2013
05-0112	01-5070-445-	P & Z OFFICE SUPPLIES	42431	908533	MARKING PAINT-P & Z	14.98
		Printed On Check 016529			Voucher Totals	14.98
Voucher No. 05-5017		Vendor SOUTHERNST SOUTHERN STATES			Voucher Date	11/12/2013
05-0112	01-5080-177-	COURTHOUSE MAINTENANCE & GROUNDS		908653	MULCH FOR COURTHOUSE PARK	239.60
		Printed On Check 016530			Voucher Totals	239.60
Voucher No. 05-5018		Vendor OAK HILL DENNIS CONNOR - OAK HILL GARDEN CENTER			Voucher Date	11/12/2013
05-0112	01-5080-177-	COURTHOUSE MAINTENANCE & GROUNDS		908656	SHRUBS & PLANTS FOR COURTHOUSE PARK	1,837.00
		Printed On Check 016531			Voucher Totals	1,837.00
Voucher No. 05-5019		Vendor D-C ELEVAT D-C ELEVATOR COMPANY, INC.			Voucher Date	11/12/2013
05-0112	01-5080-352-	COURTHOUSE ELEVATOR MAINTENANCE	193618	908695	ELEVATOR MAINTENANCE-OIL & LUBRICATION	92.62
05-0112	01-5081-352-	JUDICIAL CENTER ELEVATOR MAINTENANCE	193617	908752	ELEVATOR MAINTENANCE -OIL & LUB-JUDICIAL CENTER	125.07
		Printed On Check 016532			Voucher Totals	218.69
Voucher No. 05-5020		Vendor ARAMARK ARAMARK UNIFORM SERVICES, INC			Voucher Date	11/12/2013
05-0112	01-5080-411-	CUSTODIAL SUPPLIES	543-7180592	908281	ACCT 792189555, SEPT MAT RENTAL COURTHOUSE	120.77
05-0112	01-5080-411-	CUSTODIAL SUPPLIES	543-7183431	908512	ACCT 792189555, OCT MAT RENTAL COURTHOUSE	120.77
05-0112	01-5080-411-	CUSTODIAL SUPPLIES	543-718630	908536	ACCT 792189555, OCT MAT RENTAL COURTHOUSE	120.77
05-0112	01-5080-411-	CUSTODIAL SUPPLIES	543-7189178	908584	ACCT 792189555, OCT MAT RENTAL COURTHOUSE	120.77
05-0112	01-5086-411-	CUSTODIAL SUPPLIES ANNEX BLDG.	543-7180583	908281	ACCT 792189556, SEPT MAT RENTAL ANNEX BLDG	18.02
05-0112	01-5086-411-	CUSTODIAL SUPPLIES ANNEX BLDG.	543-7183432	908512	ACCT 792189556, OCT MAT RENTAL ANNEX BLDG	18.02
05-0112	01-5086-411-	CUSTODIAL SUPPLIES ANNEX BLDG.	543-718630	908536	ACCT 792189556, OCT MAT RENTAL ANNEX BLDG	18.02
05-0112	01-5086-411-	CUSTODIAL SUPPLIES ANNEX BLDG.	543-7189179	908584	ACCT 792189556, OCT MAT RENTAL -ANNEX BLDG	18.02
		Printed On Check 016533			Voucher Totals	555.16
Voucher No. 05-5021		Vendor COOPER COOPER WHOLESALE, INC.			Voucher Date	11/12/2013
05-0112	01-5080-411-	CUSTODIAL SUPPLIES	5025	908604	CUSTODIAL SUPPLIES COURTHOUSE	52.50
05-0112	01-5086-411-	CUSTODIAL SUPPLIES ANNEX BLDG.	5016	908604	CUSTODIAL SUPPLIES ANNEX BLDG	27.27
05-0112	01-5210-468-	RECYCLING & LANDFILL SUPPLIES	5371	908544	GARBAGE BAGS	39.95
		Printed On Check 016534			Voucher Totals	119.72
Voucher No. 05-5022		Vendor MIKEMOORE MIKE MOORE			Voucher Date	11/12/2013
05-0112	01-5080-571-	COURTHOUSE RENEWALS & REPAIRS		908652	REIMBURSEMENT FOR CABLE FOR COURTROOM VIDEO EQI	37.09
		Printed On Check 016535			Voucher Totals	37.09
Voucher No. 05-5023		Vendor SCIOTO SCIOTO, L.L.C.			Voucher Date	11/12/2013
05-0112	01-5081-329-	JUDICIAL CENTER CUSTODIAL PERSONNEL	2090	908610	OCTOBER GENERAL CLEANING-JUDICIAL CTR	3,153.66
		Printed On Check 016535			Voucher Totals	3,153.66

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Voucher No. 05-5024		Vendor DEBRA DEBRA-KUEMPEL			Voucher Date	11/12/2013
05-0112	01-5081-333-	JUDICIAL CENTER MAINTENANCE PERSONEL	00732529	908648	INVOICE 00732529-SEPT-NOV MAINTENANCE-JUDICIAL CTR	3,471.61
		Printed On Check 016537			Voucher Totals	3,471.61
Voucher No. 05-5025		Vendor EAST PEND EAST PENDLETON WATER DISTRICT			Voucher Date	11/12/2013
05-0112	01-5085-336-	COUNTY PROPERTIES RADIO MAINTENANCE		908615	MT AUBURN TANK-ANTENNA CORRAL-ENGINEERING-INSPEC	9,968.00
		Printed On Check 016538			Voucher Totals	9,968.00
Voucher No. 05-5026		Vendor GREGBROWNI GREG BROWNING			Voucher Date	11/12/2013
05-0112	01-5085-336-	COUNTY PROPERTIES RADIO MAINTENANCE		908418	BUILD TEMPORARY SHELTER MT AUBURN REPEATER	1,500.00
		Printed On Check 016539			Voucher Totals	1,500.00
Voucher No. 05-5027		Vendor BARNES BARNES HARDWARE AND LUMBER			Voucher Date	11/12/2013
05-0112	01-5085-336-	COUNTY PROPERTIES RADIO MAINTENANCE	669927,669904	908419	MATERIAL TO PROTECT MT AUBURN REPEATER SITE	136.91
		Printed On Check 016540			Voucher Totals	136.91
Voucher No. 05-5028		Vendor MOBILCOM MOBILCOMM INC			Voucher Date	11/12/2013
05-0112	01-5085-441-	CO. PROPERTIES - MACHINERY&EQUIPMENT	911414	908695	OCT RADIO MAINTENANCE CONTRACT - CO PROPERTIES	76.20
		Printed On Check 016541			Voucher Totals	76.20
Voucher No. 05-5029		Vendor ELEVATOR COMMONWEALTH OF KY			Voucher Date	11/12/2013
05-0112	01-5081-571-	JUDICIAL CENTER RENEWALS AND REPAIRS	87663	908673	ELEVATOR INSPECTION, INVOICE 87663	100.00
		Printed On Check 016542			Voucher Totals	100.00
Voucher No. 05-5030		Vendor JONGOSNEY JON GOSNEY - ELECTRICAL SERVICES			Voucher Date	11/12/2013
05-0112	01-5085-441-	CO. PROPERTIES - MACHINERY&EQUIPMENT	4945	908664	CRT MAINTENANCE HWY 177, RADIO BLDG	80.00
05-0112	01-5085-441-	CO. PROPERTIES - MACHINERY&EQUIPMENT	4941	908663	ART MAINTENANCE EOC RADIO EQUIPMENT	80.00
05-0112	01-5085-441-	CO. PROPERTIES - MACHINERY&EQUIPMENT	4942	908647	MAINTENANCE-MORGAN HIGHTOWR RADIO BLDG	80.00
05-0112	01-5085-571-	CO PROPERTIES - RENEWALS & REPAIRS	4933	908665	ROAD DEPT BLDG ELECTRIC UPGRADE	1,504.84
05-0112	01-5085-571-	CO PROPERTIES - RENEWALS & REPAIRS	4951	908589	INSTALL 150 W FLOOD LIGHT-ROAD DEPT	586.00
		Printed On Check 016543			Voucher Totals	2,330.84
Voucher No. 05-5031		Vendor FLEETONE FLEETONE LLC			Voucher Date	11/12/2013
05-0112	01-5091-455-	MAPPING PETROLEUM PRODUCTS	4252910021	908780	OCTOBER FUEL-MAPPING	60.37
		Printed On Check 016544			Voucher Totals	60.37
Voucher No. 05-5032		Vendor AMBULTAX PENDLETON CO AMBULANCE TAXING DISTRICT			Voucher Date	11/12/2013
05-0112	01-5130-507-	AMBULANCE CONTRIBUTIONS		908668	NOVEMBER AMBULANCE CONTRIBUTION	14,000.00
		Printed On Check 016545			Voucher Totals	14,000.00
Voucher No. 05-5033		Vendor ANIMAL CAR ANIMAL CARE EQUIPMENT & SERVICES, INC			Voucher Date	11/12/2013
05-0112	01-5205-403-	ANIMAL FOOD AND SUPPLIES	21972	908569	ANIMAL SHELTER SUPPLIES & SHIPPING	335.80
		Printed On Check 016546			Voucher Totals	335.80

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Voucher No. 05-5034		Vendor GRAINGER GRAINGER			Voucher Date	11/12/2013
05-0112	01-5205-403-	ANIMAL FOOD AND SUPPLIES	9283724053	908650	GLOVES-ANIMAL SHELTER	71.76
		Printed On Check 016547			Voucher Totals	71.76
Voucher No. 05-5035		Vendor ACE FALMOUTH ACE HARDWARE			Voucher Date	11/12/2013
05-0112	01-5205-403-	ANIMAL FOOD AND SUPPLIES	42642	908055	MOUSE BAIT,HOSE NOZZLE, BATTERIES	31.96
05-0112	01-5205-403-	ANIMAL FOOD AND SUPPLIES	42792	908056	BUCKET CADDY	15.99
		Printed On Check 016548			Voucher Totals	47.95
Voucher No. 05-5036		Vendor SILCO SILCO FIRE PROTECTION CO.			Voucher Date	11/12/2013
05-0112	01-5085-571-	CO PROPERTIES - RENEWALS & REPAIRS	75693	908670	FIRE EXTINGUISHER MAINTENANCE-ANIMAL SHELTER	120.50
		Printed On Check 016549			Voucher Totals	120.50
Voucher No. 05-5037		Vendor FLEETONE FLEETONE LLC			Voucher Date	11/12/2013
05-0112	01-5025-429-	FISCAL COURT FUEL	4252830021	908761	OCTOBER FUEL-FISCAL COURT	93.49
05-0112	01-5210-455-	PETROLEUM PRODUCTS	4252830021	908761	OCTOBER FUEL-SOLID WASTE	149.75
		Printed On Check 016550			Voucher Totals	243.24
Voucher No. 05-5038		Vendor WOODHEAD WOODHEAD FUNERAL HOME & MEMORIALS			Voucher Date	11/12/2013
05-0112	01-5325-507-	VETERANS CONTRIBUTION		908682	VETERANS BENCHES-COURTHOUSE VETERANS PK	5,725.00
		Printed On Check 016551			Voucher Totals	5,725.00
Voucher No. 05-5039		Vendor HART HART PRODUCTIONS, INC.			Voucher Date	11/12/2013
05-0112	01-5420-507-	TOURISM CONTRIBUTIONS		908615	REGISTRATION FOR CINCINNATI BOAT & TRAVEL SHOW	500.00
		Printed On Check 016552			Voucher Totals	500.00
Voucher No. 05-5040		Vendor FEMA FLOOD FEMA FLOOD PAYMENTS			Voucher Date	11/12/2013
05-0112	01-9100-521-	INSURANCE		908606	FLOOD INSURANCE ANNEX BLDG	298.00
		Printed On Check 016553			Voucher Totals	298.00
Voucher No. 05-5041		Vendor FAL OUTLOO THE FALMOUTH OUTLOOK			Voucher Date	11/12/2013
05-0112	01-9100-539-	LEGAL NOTICES	10094	908683	#10094-LEGAL NOTICES	269.80
05-0112	01-9100-539-	LEGAL NOTICES	10097	908684	# 10097, LEGAL NOTICES	724.20
		Printed On Check 016554			Voucher Totals	994.00
Voucher No. 05-5042		Vendor NKADD NORTHERN KY AREA DEVELOP. DISTRICT			Voucher Date	11/12/2013
05-0112	01-9100-551-	MEMBERSHIPS - CO.JUD,FIS CT	5761-001	908634	NO KY REGIONAL ETHICS AUTHORITY MEMBERSHIP	300.00
		Printed On Check 016555			Voucher Totals	300.00
Voucher No. 05-5043		Vendor KACO WC KY ASSOCIATION OF COUNTIES WORKER COMP.			Voucher Date	11/12/2013
05-0112	01-9400-209-	WORKMEN'S COMPENSATION	W120258	908640	WORKERS COMP ADDITIONAL PREMIUM-GENERAL	1,866.92
		Printed On Check 016556			Voucher Totals	1,866.92
Voucher No. 05-5044		Vendor HRA CONTRI HRA FUND			Voucher Date	11/12/2013
05-0112	01-9400-299-	HRA - FRINGE BENEFITS		908691	NOV HRA CONTRIBUTION-GENERAL	1,250.55
		Printed On Check 016557			Voucher Totals	1,250.55

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Voucher No. 05-5046		Vendor KBT	KENTUCKIANS FOR BETTER TRANSPORTATION		Voucher Date	11/12/2013
05-0112	01-9100-551-	MEMBERSHIPS - CO.JUD,FIS CT	3678	908696	2014 MEMBERSHIP DUES	400.00
		Printed On Check 018558			Voucher Totals	400.00
					41 Vouchers Printed Totalling	56,156.09

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Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 05-5046		Vendor MAGO	MAGO CONSTRUCTION CO, INC		Voucher Date	11/12/2013
05-0212	02-6105-405-	ASPHALT	58143	908355	179.97 TONS - WALNUT ST.	10,539.33
05-0212	02-6105-405-	ASPHALT	58142	908358	234.77 TON SURFACE ASPHALT (OAK ST)	13,679.50
05-0212	02-6105-405-	ASPHALT	58070	908347	426.81 TON SURFACE ASPHALT (BISHOP RIDGE)	21,677.88
05-0212	02-6105-405-	ASPHALT	58069	908349	126.10 TON SURFACE ASPHALT (H VEIRS RD)	6,267.17
05-0212	02-6105-405-	ASPHALT	58073	908351	199.70 TON SURFACE ASPHALT (PLASANT VALLEY)	11,806.26
05-0212	02-6105-405-	ASPHALT	58144	908357	101.00 TON SURFACE ASPHALT (BITTERSWEET WAY)	5,971.12
		Printed On Check 008162			Voucher Totals	70,241.66
Voucher No. 05-5047		Vendor HILLTOP	HILLTOP STONE LLC		Voucher Date	11/12/2013
05-0212	02-6105-409-	CRUSHED STONE & GRAVEL	577460	908361	74.03 TON CYCLOPEAN RIP RAP (HOGG RIDGE BRIDGE)	1,032.71
05-0212	02-6105-409-	CRUSHED STONE & GRAVEL	577941	908370	10.32 TON #304, 8.19 TON #2 LIMESTON	167.78
05-0212	02-6105-409-	CRUSHED STONE & GRAVEL	577941	908368	8.56 TON #2, 12.98 TON 304, PORTLAND, FISHING CR	194.23
05-0212	02-6105-409-	CRUSHED STONE & GRAVEL	577610	908337	17.27 TON #2 LIMESTONE (CADDO RD)	166.55
05-0212	02-6105-409-	CRUSHED STONE & GRAVEL	577610	908336	10.10 CHANNEL LINING (MULLINS BRIDGE)	130.80
05-0212	02-6105-409-	CRUSHED STONE & GRAVEL	578069	908654	CHANNEL LINING-WAGNERS FERRY	253.79
05-0212	02-6105-409-	CRUSHED STONE & GRAVEL	577709	908341	9.67 TON 304, 9.74 TONE #2 -LIMESTONE OLD CYNTHIAN	177.15
05-0212	02-6105-409-	CRUSHED STONE & GRAVEL	577709	908340	9.83 TON #2 LIMESTONE, 1038 TON 304 LIMESTONE	184.13
05-0212	02-6105-409-	CRUSHED STONE & GRAVEL	577709	908339	11.16 TON 304 LIMESTONE	95.98
		Printed On Check 008163			Voucher Totals	2,413.22
Voucher No. 05-5048		Vendor REIS	REIS CONCRETE PRODUCTS INC.		Voucher Date	11/12/2013
05-0212	02-6105-447-	ROAD MATERIALS	14934	908343	2.5 CYDS FLOWABLE FILL-(MARK HALEY RD)	175.00
		Printed On Check 008164			Voucher Totals	175.00
Voucher No. 05-5049		Vendor KY MOTOR	KENTUCKY MOTOR SERVICE FALMOUTH		Voucher Date	11/12/2013
05-0212	02-6105-447-	ROAD MATERIALS	311743	908336	2 WIPER BLADES 20" (01 1/2 TON DODGE PU)	17.50
		Printed On Check 008165			Voucher Totals	17.50
Voucher No. 05-5050		Vendor EATON ASPH	EATON ASPHALT		Voucher Date	11/12/2013
05-0212	02-6105-447-	ROAD MATERIALS	30863525	908601	10.42 TON COLD MIX	1,198.30
		Printed On Check 008166			Voucher Totals	1,198.30
Voucher No. 05-5051		Vendor POWERTRAIN	POWER TRAIN		Voucher Date	11/12/2013
05-0212	02-6105-447-	ROAD MATERIALS	02335434	908360	1 HOSE FOR BUCKET TRUCK	174.65
		Printed On Check 008167			Voucher Totals	174.65
Voucher No. 05-5052		Vendor WYATT'S	WYATT'S SUPERVALU		Voucher Date	11/12/2013
05-0212	02-6105-447-	ROAD MATERIALS		908363	CUSTODIAL SUPPLIES	43.99
05-0212	02-6105-447-	ROAD MATERIALS		908362	CUSTODIAL SUPPLIES	11.83
		Printed On Check 008168			Voucher Totals	55.82

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Voucher No. 05-5053		Vendor NAPA	CARSON AUTO & TRACTOR SUPPLY, INC.		Voucher Date	11/12/2013
05-0212	02-6105-447-	ROAD MATERIALS	591877	908345	COUPLERS, HOSE FOR GREASE GUN	27.11
05-0212	02-6105-447-	ROAD MATERIALS	592060	908365	OIL, AIR & GAS FILTERS	634.69
05-0212	02-6105-447-	ROAD MATERIALS	592168	908369	HYDRAULIC FLUID, ELECTRICAL TAPE	125.94
05-0212	02-6105-447-	ROAD MATERIALS	592256	908372	OIL FILTERS	75.40
05-0212	02-6105-447-	ROAD MATERIALS	592294,592295	908373	OIL FUEL & AIR FILTERS, ADAPTER	151.35
05-0212	02-6105-447-	ROAD MATERIALS	592533,592534	908383	HOUSING FOR LOADER, ADAPTORS	12.05
		Printed On Check 008169			Voucher Totals	1,026.74
Voucher No. 05-5054		Vendor BARNES	BARNES HARDWARE AND LUMBER		Voucher Date	11/12/2013
05-0212	02-6105-447-	ROAD MATERIALS	570285	908342	2 BAGS HYDRATED LIME (DEER COVERING)	19.90
05-0212	02-6105-447-	ROAD MATERIALS	571071	908379	STRAW (WAGNERS FERRY DITCH)	32.99
05-0212	02-6105-447-	ROAD MATERIALS	571101	908384	RED OXIDE RUST PREVENT PRIMER FOR BRIDGE BEAMS	215.94
05-0212	02-6105-447-	ROAD MATERIALS	571006	908377	6 GAGS SAKRETTE, GUARDRAIL ON BRIDGE BY LOGANS	34.74
05-0212	02-6105-447-	ROAD MATERIALS	571120,571122	908381	NUTS, BOLTS, DRILL BITS, PVC CAPS	40.42
		Printed On Check 008170			Voucher Totals	343.99
Voucher No. 05-5055		Vendor ACE	FALMOUTH ACE HARDWARE		Voucher Date	11/12/2013
05-0212	02-6105-447-	ROAD MATERIALS	42527	908384	ANTI FREEZE, DRILL BIT SET	61.31
05-0212	02-6105-447-	ROAD MATERIALS	42548	908388	VENETIAN CORD, (BUCKET TRUCK)	10.88
05-0212	02-6105-447-	ROAD MATERIALS	42574	908387	CUTOFF BLADE	6.99
05-0212	02-6105-447-	ROAD MATERIALS	42640,42658,42661	908371	PLUG DECK, EXPANDED SHEET, RICIPROCATING BLADE	59.47
05-0212	02-6105-447-	ROAD MATERIALS	42690,42693,42699	908376	REFLECTORS, FASTENERS	48.37
05-0212	02-6105-447-	ROAD MATERIALS	42804	908385	DRILL BITS FOR BACKHOE TRAILER	17.98
		Printed On Check 008171			Voucher Totals	205.10
Voucher No. 05-5056		Vendor SURPLUS	KENTUCKY STATE TREASURER		Voucher Date	11/12/2013
05-0212	02-6105-447-	ROAD MATERIALS		908389	TOOLS & WRENCHES & PUNCH (SHOP)	21.00
		Printed On Check 008172			Voucher Totals	21.00
Voucher No. 05-5057		Vendor UK	UNIVERSITY OF KENTUCKY		Voucher Date	11/12/2013
05-0212	02-6105-447-	ROAD MATERIALS	8178	908685	TRAINING-STEVE MCCLANAHAN, CHARLES PURDY	170.00
		Printed On Check 008173			Voucher Totals	170.00
Voucher No. 05-5058		Vendor MOBILCOM	MOBILCOMM INC		Voucher Date	11/12/2013
05-0212	02-6105-447-	ROAD MATERIALS	911510	908694	NOVEMBER RADIO MAINTENANCE CONTRACT ROAD	95.00
		Printed On Check 008174			Voucher Totals	95.00
Voucher No. 05-5059		Vendor WOODYMORG/	ELWOOD MORGAN		Voucher Date	11/12/2013
05-0212	02-6105-447-	ROAD MATERIALS		908695	CUTDOWN TREES ON FLOUR CREEK, PLEASANT HILL ROAD	1,025.00
		Printed On Check 008175			Voucher Totals	1,025.00

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Voucher No. 05-5070		Vender SHERIFF PENDLETON COUNTY SHERIFF				Voucher Date	11/12/2013
05-0312	03-5101-399-	MISCELLANEOUS CONTRACTUAL SERVICES		908667	OCTOBER TRANSPORT SALARIES		5,383.32
		Printed On Check 006035				Voucher Totals	5,383.32
Voucher No. 05-5071		Vender MILLENNIUM MILLENNIUM BUSINESS SYSTEMS				Voucher Date	11/12/2013
05-0312	03-5101-445-	OFFICE SUPPLIES	CNIN101084	908675	MAINTENANCE CONTRACT JAILER COPIER		35.15
		Printed On Check 006036				Voucher Totals	35.15
Voucher No. 05-5072		Vender FLEETONE FLEETONE LLC				Voucher Date	11/12/2013
05-0312	03-5101-465-	PETROLEUM PRODUCTS - GAS, OIL, ETC.	4252810021	908678	OCTOBER FUEL JAIL		954.36
		Printed On Check 006037				Voucher Totals	954.36
Voucher No. 05-5073		Vender EMERGENCYC EMERGENCY CARE PHY N. KY				Voucher Date	11/12/2013
05-0312	03-5101-549-	ROUTINE MEDICAL		908645	INMATE MEDICAL - E. JUSTICE		47.40
		Printed On Check 006038				Voucher Totals	47.40
Voucher No. 05-5074		Vender MIDWESTAUT GLENN STEINKAMP - MIDWEST AUTOMOTIVE				Voucher Date	11/12/2013
05-0312	03-5101-592-	MAINTENANCE & REPAIR - VEHICLES	6460	908111	MAINTENANCE ON 08 FORD GV POLICE		82.54
		Printed On Check 006039				Voucher Totals	82.54
Voucher No. 05-5075		Vender KEN KELLS KEN KELLS				Voucher Date	11/12/2013
05-0312	03-5100-569-	STAFF TRAINING		908110	REIMBURSEMENT OF TRAINING EXPENSES-LODGING		272.21
		Printed On Check 006040				Voucher Totals	272.21
Voucher No. 05-5076		Vender KACO WC KY ASSOCIATION OF COUNTIES WORKER COMP.				Voucher Date	11/12/2013
05-0312	03-9400-209-	WORKERS COMPENSATION	W120258	908642	FY 2013, WORKERS COMP ADDITIONAL PREMIUM-JAIL		54.86
		Printed On Check 006041				Voucher Totals	54.86
Voucher No. 05-5077		Vender HRA CONTRI HRA FUND				Voucher Date	11/12/2013
05-0312	03-9400-299-	HRA - FRINGE BENEFIT		908690	NOV HRA CONTRIBUTION- JAIL FUND		13.50
		Printed On Check 006042				Voucher Totals	13.50
						8 Vouchers Printed Totalling	6,873.14

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Voucher Claims Register

L.G.E.A. Fund

From: 11/12/2013 To: 11/12/2013

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description		Amount
Voucher No. 05-5078		Vender INDUSTRIAL PENDLETON CO INDUSTRIAL AUTHORITY				Voucher Date	11/12/2013
05-0412	04-5075-348-	INDUSTRIAL AUTHORITY CONTRIBUTION		908688	REQUEST FOR FUNDING INDUSTRIAL AUTHORITY		6,250.00
		Printed On Check 002454				Voucher Totals	6,250.00
Voucher No. 05-5079		Vender FLEETONE FLEETONE LLC				Voucher Date	11/12/2013
05-0412	04-5135-455-	EM PETROLEUM PRODUCTS	4252810021	908762	OCTOBER FUEL-EOC		29.66
		Printed On Check 002455				Voucher Totals	29.66
Voucher No. 05-5080		Vender FLEETONE FLEETONE LLC				Voucher Date	11/12/2013
05-0412	04-5135-455-	EM PETROLEUM PRODUCTS	4252810021	908434	OCTOBER FUEL FOR EM VEHICLE		327.28
		Printed On Check 002456				Voucher Totals	327.28
Voucher No. 05-5081		Vender SCOTT-GRO SCOTT-GROSS COMPANY, INC.				Voucher Date	11/12/2013
05-0412	04-5135-499-	OTHER SUPPLIES	2959961,2950713	908417	OXYGEN FOR MASS CASUALITY TRAILER		217.95
		Printed On Check 002457				Voucher Totals	217.95
Voucher No. 05-5082		Vender FAMILY FAMILY DOLLAR STORES				Voucher Date	11/12/2013
05-0412	04-5135-571-	RENEWALS AND REPAIRS		908424	VINYL FLOORING FOR MOBILE COMMAND POST		12.00
		Printed On Check 002458				Voucher Totals	12.00
Voucher No. 05-5083		Vender ACE FALMOUTH ACE HARDWARE				Voucher Date	11/12/2013
05-0412	04-5135-571-	RENEWALS AND REPAIRS	42452	908423	SEAM BINDER FOR FLOOR OF MOBILE COMMAND POST		8.49
		Printed On Check 002459				Voucher Totals	8.49
Voucher No. 05-5084		Vender JONGOSNEY JON GOSNEY - ELECTRICAL SERVICES				Voucher Date	11/12/2013
05-0412	04-5135-446-	FUNCTION SPECIFIC EQUIPMENT & SUPPLIES	4918	908598	BALANCE-ELECTRIC WORK ON COMMUNICATIONS CONSOLI		90.00
05-0412	04-5135-571-	RENEWALS AND REPAIRS	4958	908602	REPLACE BALLAST IN HALLWAY LIGHT-EOC		75.00
		Printed On Check 002460				Voucher Totals	165.00
Voucher No. 05-5085		Vender MOBILCOM MOBILCOMM INC				Voucher Date	11/12/2013
05-0412	04-5135-571-	RENEWALS AND REPAIRS	897308	908432	REPAIR RADIO IN ADDRESSING VEHICLE		221.34
		Printed On Check 002461				Voucher Totals	221.34
Voucher No. 05-5086		Vender TRISTATEAU TRI-STATE AUDIO VISUAL CO				Voucher Date	11/12/2013
05-0412	04-5135-599-	COMPUTER MAINTENANCE	TS94425	908416	UPGRADE COURTHSDVR & REPAIR DEFECTIVE CAMERA EO		580.00
		Printed On Check 002462				Voucher Totals	580.00
Voucher No. 05-5087		Vender NORTON TIM NORTON AUTO SERVICE L.L.C.				Voucher Date	11/12/2013
05-0412	04-5135-592-	EMERGENCY MANAGEMENT VEHICLE&MAINTE	2024	908429	TIRES, BALANCE & SPARE RIM FOR EM TAHOE		320.00
		Printed On Check 002463				Voucher Totals	320.00
Voucher No. 05-5088		Vender NAPA CARSON AUTO & TRACTOR SUPPLY, INC.				Voucher Date	11/12/2013
05-0412	04-5135-592-	EMERGENCY MANAGEMENT VEHICLE&MAINTE	682286	908425	WASHER FLUID FOR CROWN VIC		10.28
		Printed On Check 002464				Voucher Totals	10.28

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Pendleton County Fiscal Court

Voucher Claims Register

L.G.E.A. Fund

From: 11/12/2013 To: 11/12/2013

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description		Amount
Voucher No. 05-5089		Vender BONDEDLOCK BONDED LOCK SERVICE				Voucher Date	11/12/2013
05-0412	04-5135-705-	DATA PROCESSING EQUIPMENT	99570	908430	15 SWIPE CARDS FOR EOC ENTRY DOOR		86.25
		Printed On Check 002465				Voucher Totals	86.25
Voucher No. 05-5090		Vender MAGO MAGO CONSTRUCTION CO, INC				Voucher Date	11/12/2013
05-0412	04-6105-447-	ROAD & BRIDGE MATERIALS	58068	908250	577.97 TON SURFACE ASPHALT (MAYS RD)		28,800.25
05-0412	04-6105-447-	ROAD & BRIDGE MATERIALS	58071	908348	803.93 TON SURFACE ASPHALT (MORFORD RD)		40,196.50
05-0412	04-6105-447-	ROAD & BRIDGE MATERIALS	58070	908348	1,331.59 TON SURFACE ASPHALT (BISHOP RIDGE)		67,631.46
		Printed On Check 002466				Voucher Totals	136,628.21
						13 Vouchers Printed Totalling	144,656.46

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Pendleton County Fiscal Court

Voucher Claims Register

911 Fund Fund

From: 11/12/2013 To: 11/12/2013

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 05-5091		Vendor MODERN LEA MODERN LEASING			Voucher Date	11/12/2013
05-7512	75-5145-399-	MISCELLANEOUS CONTRACTUAL SERVICE	239786031	905572	INV 239786031-COPIER LEASE-DISPATCH	294.90
		Printed On Check 002760			Voucher Totals	294.90
Voucher No. 05-5092		Vendor KY LAW ENF KENTUCKY STATE TREASURER			Voucher Date	11/12/2013
05-7512	75-5145-324-	SUITABILITY SCREENER & POLYGRAPH		905422	POLYGRAH AND DRUG TEST FOR S COOKENFORFER	115.00
		Printed On Check 002761			Voucher Totals	115.00
Voucher No. 05-5093		Vendor MOBILCOM MOBILCOMM INC			Voucher Date	11/12/2013
05-7512	75-5145-399-	MISCELLANEOUS CONTRACTUAL SERVICE	911403	905757	OCT MONTHLY MAINTENANCE 911 EQUIP INV 911403	788.38
		Printed On Check 002762			Voucher Totals	788.38
Voucher No. 05-5094		Vendor OFFICEDEPO OFFICE DEPOT			Voucher Date	11/12/2013
05-7512	75-5145-445-	911 OFFICE SUPPLIES	678286719001,110001	905431	OFFICE SUPPLIES	134.38
		Printed On Check 002763			Voucher Totals	134.38
Voucher No. 05-5095		Vendor APCO APCO INTERNATIONAL			Voucher Date	11/12/2013
05-7512	75-5145-551-	MEMBERSHIPS	367369,348345	905427	APCO MEMBERSHIP FOR M MOORE & A WRIGHT	184.00
		Printed On Check 002764			Voucher Totals	184.00
Voucher No. 05-5096		Vendor CARLA MAIN CARLA MAINES			Voucher Date	11/12/2013
05-7512	75-5145-569-	911 STAFF TRAINING		905758	REIMBURSEMENT FOR TRAINING EXPENSES	92.14
		Printed On Check 002765			Voucher Totals	92.14
Voucher No. 05-5097		Vendor POWERPHONE POWERPHONE INC			Voucher Date	11/12/2013
05-7512	75-5145-569-	911 STAFF TRAINING		905428	EMERGENCY MEDICAL RECERTIFICATION FOR 5 DISPATCHE	645.00
		Printed On Check 002766			Voucher Totals	645.00
Voucher No. 05-5098		Vendor MIKEMOORE MIKE MOORE			Voucher Date	11/12/2013
05-7512	75-5145-569-	911 STAFF TRAINING		905433	REIMBURSEMENT FOR MEALS AT TRAINING	83.24
		Printed On Check 002767			Voucher Totals	83.24
Voucher No. 05-5099		Vendor ANGELAWRIG ANGELA WRIGHT			Voucher Date	11/12/2013
05-7512	75-5145-569-	911 STAFF TRAINING		905421	MEALS FOR TRAINING AT BARREN RIVER	94.24
		Printed On Check 002768			Voucher Totals	94.24
Voucher No. 05-5100		Vendor KACO WC KY ASSOCIATION OF COUNTIES WORKER COMP.			Voucher Date	11/12/2013
05-7512	75-5400-209-	WORKERS' COMPENSATION	W120255	905643	FY 2013, WORKERS COMP ADDITIONAL PREMIUM-911	84.56
		Printed On Check 002769			Voucher Totals	84.56
Voucher No. 05-5101		Vendor HRA CONTRI HRA FUND			Voucher Date	11/12/2013
05-7512	75-9400-299-	HRA - FRINGE BENEFITS		905669	NOV HRA CONTRIBUTION - 911	701.79
		Printed On Check 002770			Voucher Totals	701.79
					11 Vouchers Printed Totalling	3,218.94

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Pendleton County Fiscal Court

Voucher Claims Register

M/H Fund Fund

From: 11/12/2013 To: 11/12/2013

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 05-5102		Vendor NORTH KEY NORTH KEY COMMUNITY CARE			Voucher Date	11/12/2013
05-8812	88-5233-343-	GENERAL HEALTH - MH/MR		905659	REVISED SUPPORT JULY, AUG, SEPT 2013	661.00
		Printed On Check 000560			Voucher Totals	661.00
					1 Vouchers Printed Totalling	661.00

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Pendleton County Fiscal Court

Voucher Claims Register

Education Fund

From: 11/12/2013 To: 11/12/2013

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 05-5103		Vendor RUMPKE RUMPKE OF KENTUCKY INC.			Voucher Date	11/12/2013
05-9112	91-5210-468-	RECYCLING AND LANDFILL SUPPLIES	805576	906612	ADMINISTRATIVE & STATE FEES, CLEANUP	38.93
		Printed On Check 001402			Voucher Totals	38.93
Voucher No. 05-5104		Vendor PCHS ROTC PCHS ROTC			Voucher Date	11/12/2013
05-9112	91-5210-595-	109 BOARD EDUCATION PROGRAMS		906461	LITTER PICKUP 10 MILES @ $100 A MILE	1,000.00
		Printed On Check 001403			Voucher Totals	1,000.00
Voucher No. 05-5105		Vendor NORTHERNEL NORTHERN ELEMENTARY SCHOOL			Voucher Date	11/12/2013
05-9112	91-5210-595-	109 BOARD EDUCATION PROGRAMS		906463	ENVIRONMENTAL GRANT	1,800.00
		Printed On Check 001404			Voucher Totals	1,800.00
Voucher No. 05-5106		Vendor SOUTHELEME SOUTHERN ELEMENTARY SCHOOL			Voucher Date	11/12/2013
05-9112	91-5210-595-	109 BOARD EDUCATION PROGRAMS		906462	ENVIRONMENTAL GRANT	1,800.00
		Printed On Check 001405			Voucher Totals	1,800.00
Voucher No. 05-5107		Vendor PHILLIPSHA PHILLIP SHARP MIDDLE SCHOOL			Voucher Date	11/12/2013
05-9112	91-5210-595-	109 BOARD EDUCATION PROGRAMS		906464	ENVIRONMENTAL GRANT	1,800.00
		Printed On Check 001406			Voucher Totals	1,800.00
Voucher No. 05-5108		Vendor PENDHIGH PENDLETON COUNTY HIGH SCHOOL			Voucher Date	11/12/2013
05-9112	91-5210-595-	109 BOARD EDUCATION PROGRAMS		906465	ENVIRONMENTAL GRANT	1,800.00
		Printed On Check 001407			Voucher Totals	1,800.00
					6 Vouchers Printed Totalling	9,238.93

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In Re: Closing Remarks

Jeff Dean, County Attorney stated that he had received an email from CSX regarding the Catawba Road Bridge, he is still waiting on final approval of the contract, should be within the next few weeks.

In Re: Adjournment

A motion was made by Squire Fields, seconded by Squire Whaley that this meeting be adjourned at 8:00 PM, to meet again in regular session on November 26, 2013, subject to any called meetings, motion carried.

ATTEST:

_____
Pendleton County Judge/Executive

_____
Pendleton County Fiscal Court Clerk