# PENDLETON COUNTY FISCAL COURT
# JANUARY TERM, JANUARY 25, 2011

COURT MET PURSUANT TO ADJOURNMENT
With
HONORABLE HENRY BERTRAM, COUNTY JUDGE/EXECUTIVE
Presiding

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MEMBERS PRESENT: Bobby Fogle, Gary Veirs, Alan Whaley, David Fields

MEMBERS ABSENT: None

COUNTY ATTORNEY: Jeff Dean

Invocation was given by Squire Fogle, Pledge Allegiance lead by Judge Bertram

**In Re: Agenda**

Judge Bertram presented the agenda for this meeting and ask that it be amended to include items 7A - 911 Pay Scale and item 10A – Ethic Board Appointment. Whereupon Squire Veirs made a motion to accept the agenda as presented, seconded by Squire Whaley, motion carried.

**In Re: Approval of Minutes**

Pendleton County Fiscal Court Clerk, Vicky King, presented the minutes from the January 11th, 2011 meeting, whereupon Squire Fogle made a motion to approve the minutes as presented, seconded by Squire Whaley, motion carried.

**In Re: Approval of Treasurer's Report**

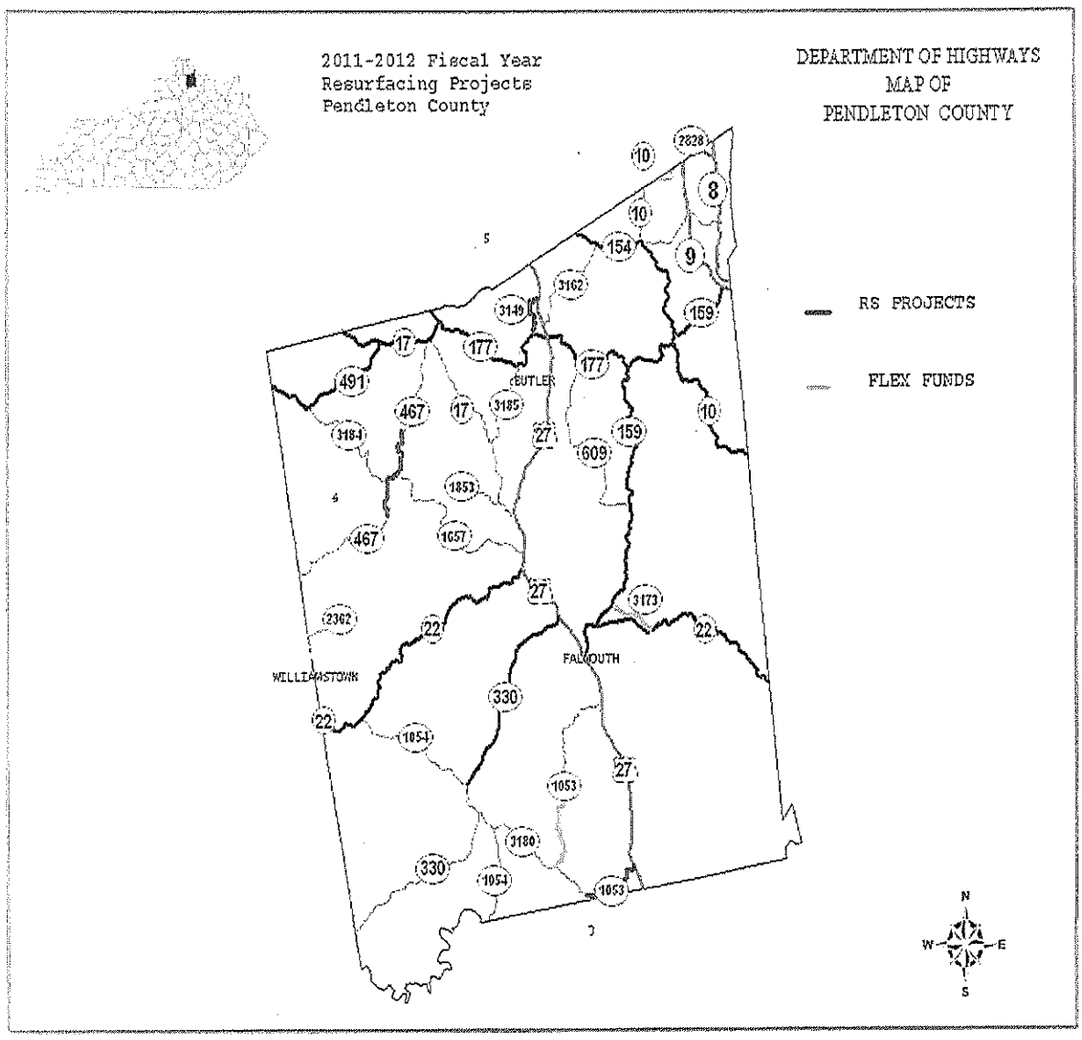
Pendleton County Treasurer, Vicky King, presented a written report for the month of December and the 2nd Quarter of Fiscal Year 2011, whereupon Squire Veirs made a motion to approve these reports as presented, seconded by Squire Fields, motion carried.

**In Re: District Six presentation of Rural Secondary Program for 2011**

Craig Moore, Kevin Rust and Nick Hendrichs of Kentucky Transportation Department, District Six presented the Fiscal Court with the Fiscal Year 2011-2012 recommended projects for the Rural Secondary Program. Discussion was held regarding the Flex Funds, it was agreed that the flex funds will remain in the Rural Secondary Program. The Fiscal Court ask that item # 6, Loop Road, be switched with item #8, Morgan Corinth Road, the reversal of these roads may cause the mileage on item #7, Broadford Road, to be adjusted. Squire Fogle made a motion to approve the Rural Secondary Program as with the reversal of items # 6 and #8, seconded by Squire Veirs, motion carried.

**TRANSPORTATION CABINET**
PROJECTS RECOMMENDED FOR RURAL SECONDARY PROGRAM
FISCAL YEAR 2011-2012

| ITEM NO. | PENDLETON COUNTY ALLOTMENT | | | | | | |
|---|---|---|---|---|---|---|---|
| | | | | | $866,501 | | |
| 1 | MAINTENANCE & TRAFFIC | | ROAD MILES 109.8 | | $529,000 | | |
| | TOTAL $529,000 | | $4,819.69 /mile | | | | |
| | + UNDISTRIBUTED + FREE BALANCE | | | | $218,150 | | |
| 2 | COUNTY JUDGE/EXECUTIVE EXPENSES | | | | $3,862 | | |
| | - "FLEX FUNDS" FOR PROJECTS | | | | $173,300 | | |
| | TO PROGRAM → | | | | $378,488 | ADT | Remaining Amount |
| 3 | RANKIN MILL ROAD<br>KY 1053<br>F: BLANKET CREEK RD<br>T: US 27 | Resurfacing<br>M.P.<br>0.000<br>1.836 | LENGTH<br>1.836 | | $103,896 | 130 | $274,593 |
| 4 | PORTLAND KNOXVILLE RD<br>KY 467<br>F: STRAIGHT SHOOT RD<br>T: KELLY RD | Resurfacing<br>M.P.<br>3.821<br>6.859 | LENGTH<br>3.038 | | $161,104 | 631 | $113,489 |
| 5 | DUCKERS WOODS RD<br>KY 3149<br>F: KY 177<br>T: US 27 | Resurfacing<br>M.P.<br>0.000<br>1.251 | LENGTH<br>1.251 | | $61,140 | 642 | $52,349 |
| | WITH AVAILABLE "FLEX FUNDS" ($173,300) ADDED | | | | | | $225,649 |
| 6 | LOOP RD<br>KY 3173<br>F: KY 159<br>T: KY 22 | Resurfacing<br>M.P.<br>0.000<br>1.678 | LENGTH<br>1.678 | | $73,632 | 357 | $152,017 |
| 7 | BROADFORD RD<br>KY 1053<br>F: KY 3160<br>T: TAYLOR JONES RD | Resurfacing<br>M.P.<br>3.573<br>6.448 | LENGTH<br>2.875 | | $138,325 | 130 | $13,692 |
| | LENGTH TOTAL (SUM)= | | 10.678 | | | | |
| 8 | MORGAN CORINTH ROAD<br>KY 330<br>F: HARDIN RD SOUTH<br>T: KY 1054 | Resurfacing<br>M.P.<br>3.666<br>6.086 | LENGTH<br>2.420 | | $111,444 | 249 | |
| 9 | MT AUBURN LENOXBURG RD<br>KY 10<br>F: KY 159<br>T: COX LN | Resurfacing<br>M.P.<br>6.102<br>8.217 | LENGTH<br>2.115 | | $117,166 | 570 | |




**In Re: 911 Pay Scale**

Judge Bertram presented the Fiscal Court with a copy of the proposed Pay Scale for all dispatchers. Squire Whaley made a motion to approve the Pay Scale as presented, seconded by Squire Fogle, motion carried;

911 – PAY SCALE
2010-2011

**FULL TIME EMPLOYEES**
NO EXPERIENCE UP TO 2 YEARS

| | |
|---|---|
| STARTING SALARY | $ 9.85 |
| AFTER 3 MONTHS | $10.10 |
| AFTER 6 MONTHS | $10.35 |

2 YEARS EXPERIENCE & ABOVE

| | |
|---|---|
| STARTING SALARY | $10.10 |
| AFTER 3 MONTHS | $10.35 |
| AFTER 6 MONTHS | $10.85 |

**PART TIME EMPLOYEES**

| | |
|---|---|
| STARTING SALARY | $9.00 |
| AFTER 6 MONTH AND COMPLETION OF LINK TRAINING | $9.35 |
| BASIC TRAINING | $9.65 |

TRAINING BRACKET INCENTIVES

| | |
|---|---|
| BASIC | (88 Hours) |
| INTERMEDIATE | (136 Hours) |
| ADVANCED | (192 Hours) |
| SUPERVISOR | (144 Hours) |
| MANAGER/DIRECTOR | (224 Hours) |

PLUS YEARLY MERIT RAISES UPON EVALUATION/RECOMMENDATION FROM SUPERVISOR -- FOR ALL FULL TIME EMPLOYEES

INCENTIVE PAY OF $.30 PER HOUR FOR EACH TRAINING BRACKET COMPLETED.

SHIFT DIFFERENTIAL WILL BE PAID AS PER THE PENDLETON COUNTY ADMINISTRATIVE CODE.

IN ORDER TO RECEIVE THE $.30 PER HOUR FOR EACH TRAINING COURSE, THE COURSES MUST BE COMPLETED IN THE ORDER LISTED ABOVE.

IF ANY TRAINING COURSES ARE COMPLETED IN SEQUENCE AND UP TO DATE AT TIME OF EMPLOYMENT STARTING SALARY WILL BE ADJUSTED TO REFLECT INCENTIVE PAY.

| | |
|---|---|
| I.E. 2 YEARS EXPERIENCE – | 10.10 PER HOUR |
| BASIC TRAINING COURSE COMPLETED | .30 |
| INTERMEDIATE COURSE COMPLETED | .30 |
| TOTAL STARTING SALARY | 10.70 |

TRAVEL AND MEALS WILL BE COVERED DURING TRAINING BY COUNTY, AT RATE ESTABLISHED BY EXECUTIVE ORDER OF THE PENDLETON COUNTY FISCAL COURT.

Henry W. Bertram
Pendleton County Judge/Executive

## In Re: Agreement with GRW Engineers for Butler Sewer Project

Judge Bertram presented the Fiscal Court with an agreement between The Pendleton County Fiscal Court and GRW Engineers, Inc., to provide professional engineering services for the Butler Sewer Project. Squire Veirs made a motion, seconded by Squire Whaley to approve this agreement, motion carried.

**Agreement Between**
**The Pendleton County Fiscal Court**
**And**
**GRW Engineers, Inc.**
**For Professional Services**

This is an Agreement made this _____ day of _____ in the year Two Thousand Eleven and between the Pendleton County Fiscal Court (hereinafter called the OWNER) and GRW Engineers, Inc. (hereinafter called the ENGINEER).

WITNESSETH: THAT WHEREAS, the OWNER intends to plan, design and construct a wastewater collection and/or treatment system improvement/expansion project, the first phase of which is currently anticipated to provide sewer service to the U.S. 27 corridor south of Butler, KY with an approximate construction cost of $760,000 (hereinafter called the PROJECT).

**SECTION 1 - GENERAL**

The ENGINEER shall provide professional engineering services as set forth in Section 2, Scope of Services.

**SECTION 2 - SCOPE OF SERVICES**

The ENGINEER shall provide professional engineering services for the PROJECT to include:

2.1 Planning

2.2.1 Prepare a preliminary engineering report for provision of sewer service to the existing City of Butler wastewater planning area as defined in the Update to the Wastewater Facilities Plan, dated November 2002, completed by Howard K. Bell Consulting Engineers, Inc. The preliminary engineering report will generally contain the following elements:

2.2.1.1 Evaluation of the existing Butler wastewater treatment plant.

2.2.1.2 Detailed alternative analysis for the provision of sewer service to the U.S. 27 corridor south of Butler.

2.2.1.3 Generalized evaluation for the provision of sewer service to the remaining unsewered portions of the planning area.

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2.2 Design

2.2.1 Perform site surveys for wastewater pumping station sites (limit of three pump stations).

2.2.2 Prepare the plans and specifications for construction of Phase I of the PROJECT as defined by the results of the Preliminary Engineering Report.

2.3 Bidding Phase

2.3.1 The ENGINEER shall assist the OWNER in advertising for and obtaining construction bids, maintain a record of prospective bidders to whom Contract Documents have been issued.

2.3.2 Issue addenda as appropriate to interpret, clarify or expand the Contract Documents.

2.3.3 Consult with and advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Contract Documents.

2.3.4 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

2.4 Construction Administration

2.4.1 Assist the OWNER in securing and evaluating bids and furnish recommendations on the award of the construction contract, including attendance of any prebid and/or preaward conference.

2.4.2 Provide consultation and advice on construction matters including periodic visits to the site by the Project Manager, Construction Coordinator and appropriate Design Engineers to observe the progress and quality of the executed work, and to determine if the work is proceeding in general accordance with the Contract Documents. The ENGINEER will not be responsible for and will not have control or charge of the construction methods or procedures or the safety precautions, and programs incidental thereto as it relates to the Contractor(s).

2.4.3 Review shop drawings, diagrams, illustrations, samples and schedules, the results of tests and inspections, and other data which the Contractor is required to submit to demonstrate conformance with the design concept of the PROJECT.

2.4.4 Observe shop, laboratory, or on-site tests of equipment and/or materials related to the submittals.

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2.4.5 Make semi-final inspections of the PROJECT with the OWNER's representative and complete a "punch list" in preparation for the final technical inspection.

2.4.6 Make a final technical inspection of the PROJECT in company with the OWNER's representative.

2.4.7 Review and, if appropriate, approve progress payments to the Construction Contractor(s) as a result of update meetings held at least once per month during the construction phase.

2.4.8 During and after the construction phase, the ENGINEER will provide part-time field services from the office staff of the ENGINEER or from consultants to the ENGINEER at the PROJECT. Such services shall include office time preparing for and reporting such visits; and, provides specialists as described above for the final testing of the equipment, investigating areas of concern and handling items under the guaranty portion of the construction contracts.

2.4.9 Furnish two sets of "as-built" prints and digital files of the construction plans, based on prints marked by the Contractor, to show those changes made during construction which the ENGINEER considers significant.

2.5 Resident Project Representative

Provide one full-time resident project representative during construction to be directed by the ENGINEER to provide reports on progress of the work and on the Contractor's compliance or noncompliance with the Contract terms through on-site observation of the work; however, the furnishing of such resident project representation or the performance of any other construction service shall not make the ENGINEER responsible for the Contractor's failure to perform the construction work in accordance with the Contract Documents, nor the contractor's construction methods or procedures or the safety precautions or programs incidental thereto.

The resident project representative will:

2.5.1 Coordinate the establishment of the necessary lines and grades which are to be furnished by the Construction Contractor.

2.5.2 Visually inspect and approve or reject materials, equipment, and supplies delivered to the site of the work.

2.5.3 Observe the Contractor's work with respect to quality, suitability, and conformance with the Contract requirements.

2.5.4 Keep records of construction and installation progress.



2.5.5 Make measurements and check monthly and final payment computations for work done by the Construction Contractor(s) and review the Contractor's monthly partial pay estimates.

2.5.6 Assemble maintenance and operation instructions and parts list which the Construction Contractor submits in compliance with the Contract Documents.

2.5.7 Assist the OWNER in preparing for inspection and progress reviews by regulatory agencies.

2.5.8 Review reports of independent testing laboratories.

2.6 Other Engineering Services

2.6.1 Prepare property descriptions and/or permanent and temporary easement descriptions and strip maps for the pump station sites. This work does not include property surveys.

2.6.2 Prepare the required Kentucky Division of Water Construction Permit Application.

2.6.3 Prepare Kentucky Department of Transportation Highway Encroachment Permit Application(s), if required.

2.6.4 Prepare the Kentucky Division of Water Permit to Construct Across a Stream Permit Application, if required.

2.6.5 Prepare a Corps of Engineers Permit Application, if required.

2.6.6 Prepare railroad encroach permit application(s), if required.

## SECTION 3 - ADDITIONAL SERVICES

If authorized in writing by OWNER, the ENGINEER and OWNER will negotiate for provision of additional professional engineering services in connection with the PROJECT set forth below:

3.1 Services due to changes in the scope of the PROJECT or its design including but not limited to change in sizes, complexity, schedule, or character of construction.

3.2 Revising studies, reports, design documents, drawings or specifications or portions thereof which have previously been approved by OWNER, or when such revisions are due to causes beyond the control of ENGINEER.

3.3 Preparation of design documents for out-of-sequence work requested by OWNER.

3.4 Preparation of detailed renderings, exhibits or scale models for the PROJECT.



3.5 Additional or extended services during construction made necessary by:

3.5.1 Work damaged by fire or other causes during construction.

3.5.2 Defective or incomplete work of the Contractor.

3.5.3 Prolongation of the initial construction contract time beyond the contract time.

3.5.4 Acceleration of the work schedule involving services beyond established office working hours.

3.5.5 The Contractor's default under the Contract Documents due to delinquency or insolvency.

3.6 Provide services as an expert witness for OWNER in connection with litigation or other proceedings involving the PROJECT.

3.7 Providing other services not otherwise provided for in this AGREEMENT, including services normally furnished by the OWNER as described in Section 4 - OWNER's RESPONSIBILITIES.

3.8 Geotechnical engineering. Geotechnical engineer will be a sub-contracted service for the ENGINEER. Fees associated with Geotechnical engineering will include the subconsultant fee and costs incurred by the ENGINEER for the solicitation, coordination and administrative work for the subconsultant.

3.9 Environmental and/or cultural resource investigations. Environmental and Cultural Resources evaluations will be sub-contracted services for the ENGINEER. Fees associated with Environmental and/or Cultural Resources will include the subconsultant fee and costs incurred by the ENGINEER for the solicitation, coordination and administrative work for the subconsultant.

## SECTION 4 - OWNER'S RESPONSIBILITIES

The OWNER shall:

4.1 Provide full information as to his requirements for the PROJECT.

4.2 Assist ENGINEER by placing at his disposal all available information pertinent to the PROJECT including previous reports and any other data relative to the PROJECT.

4.3 Furnish to ENGINEER, as required by him for performance of his services, data previously prepared and made available by others, such as core borings, probings and subsurface explorations, geotechnical investigations, hydrographic surveys, hydrogeologic studies, wetlands investigations and delineations, investigations of hazardous environmental conditions, laboratory tests and inspections of samples, material and equipment, appropriate professional interpretations of all of the

foregoing: property, boundary, easement, right-of-way, topography and utility surveys, property descriptions, zoning and deed restrictions; and other special data or consultations, all of which ENGINEER may use at his discretion subject to his verifications.

4.4 Guarantee access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services after ENGINEER has exhausted all reasonable means to gain access.

4.5 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants that OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so not to delay the services of ENGINEER.

4.6 Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the PROJECT, and such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the Construction Contract.

4.7 Give prompt written notice to the ENGINEER whenever OWNER observes or otherwise becomes aware of any defect in the PROJECT, or changed circumstances.

4.8 Obtain approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.

4.9 Furnish, or direct ENGINEER to provide, necessary additional services as stipulated in Section 3 of this AGREEMENT or other services as required.

## SECTION 5 — COMPENSATION

5.1 The OWNER shall pay the ENGINEER a lump sum fee of $26,880 for services as described in Section 2.1 — Planning.

5.2 The OWNER shall pay the ENGINEER a lump sum fee of $2,500 for services as described in Section 2.2.1 — Pump Station Site Surveys.

5.3 The OWNER shall pay the ENGINEER for services performed under Sections 2.2.2 - Design, 2.3 — Bidding, and 2.4 — Construction Administration a fee equal to 95% of the percent of construction contract amount identified by the Kentucky USDA/Rural Development Utility Program Fee Schedule, Table I — Basic Design in effect at the time of execution of the agreement.

5.4 The percent of Construction Cost compensation for services performed or furnished under Sections 2.2.2 - Design, 2.3 - Bidding, and 2.4 — Construction Administration shall be payable as follows:



5.4.1 A sum which equals 70 percent of the total compensation payable under paragraph 5.3 for services as described in Section 2.2.2 - Design.

5.4.2 A sum which equals 10 percent of the total compensation payable under paragraph 5.3 for services as described in Section 2.3 - Bidding.

5.4.3 A sum which equals 20 percent of the total compensation payable under paragraph 5.3 for services as described in Section 2.4 — Construction Administration.

5.5 The OWNER shall pay the ENGINEER for services as described in Section 2.5 — Resident Project Representation a fee equal to 95% of the percent of construction contract amount identified by the Kentucky USDA/Rural Development Utility Program Fee Schedule, Table II — Inspection Costs in effect at the time of execution of the agreement.

5.6 The OWNER shall pay the ENGINEER for services described in Section 2.6.1 — Easements and Property Descriptions in accordance with the following schedule:

5.6.1 Zero to 10 easements/property descriptions -- $150 per easement/property description.

5.6.2 11 to 20 easements/property descriptions -- $120 per easement/property description.

5.6.3 21 to 40 easements/property descriptions -- $110 per easement/property description.

5.6.4 Greater than 40 easements/property descriptions -- $100 per easement/property description.

5.7 The OWNER shall pay the ENGINEER a lump sum fee of $1,000 for services described in Section 2.6.2 — Kentucky Division of Water Construction Permit Application.

5.8 The OWNER shall pay the ENGINEER a lump sum fee of $1,000 for services described in 2.6.3 — Kentucky Department of Transportation Highway Encroachment Permit Application(s), if required.

5.9 The OWNER shall pay the ENGINEER a lump sum fee of $1,000 for services described in 2.6.4 - Kentucky Division of Water Permit to Construct Across a Stream Permit Application, if required.

5.10 The OWNER shall pay the ENGINEER a lump sum fee of $1,000 for services described in 2.6.5 — Corps of Engineers Permit Application, if required.

5.11 The OWNER shall pay the ENGINEER a lump sum fee of $1,000 for services described in 2.6.6 — railroad encroachment permit application(s), if required.



5.12 The ENGINEER may submit periodic statements requesting payment but not more than monthly. The percentage of the lump sum fee to be included in the periodic payment request shall equal the percentage of the services completed.

5.13 Progress invoicing for Sections 2.2.2 - Design, 2.3 - Bidding, 2.4 — Construction Administration and 2.5 — Resident Project Representation prior to award of the Construction Contract shall be based on Engineer's most recent opinion of probable Construction Cost for the Project, with appropriate adjustment upon award of the Construction Agreement(s). The initial construction award amount shall set the percentage figure to be applied in making such adjustments, and shall remain constant thereafter regardless of the impact of Change Orders. Final invoicing shall be based on final Construction Cost, including all Change Orders.

5.14 All monies not paid the ENGINEER when due hereunder shall bear interest at the legal rate in force at the principal place of business of the ENGINEER.

5.15 The ENGINEER agrees to extend the discount to the Kentucky USDA/Rural Development Utility Program Fee Schedule, as described in Sections 5.3 and 5.5 hereinbefore, to Phase I and Phase II of the proposed improvement/expansion program as defined by the Preliminary Engineering Report. Subsequent phases will be subject to the Fee Schedule without discount.

## SECTION 6 - GENERAL PROVISIONS

6.1 Standards of Performance

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of engineering profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with engineering services.

6.2 Changes

6.2.1 The OWNER may, at any time by written notice, make changes within the general scope of the AGREEMENT in the services to be provided. If such changes cause an increase or decrease in ENGINEER's cost of, or time required, for performance of any services, whether or not changed by any order, an equitable adjustment shall be made and the AGREEMENT shall be modified in writing accordingly. Any claim of ENGINEER for adjustment must be asserted in writing within 30 days from the date of receipt by ENGINEER of the notification of change unless OWNER grants a further period of time.

6.2.2 If changes in any phase of this PROJECT significantly alter the scope of work for subsequent phases, or if state agencies issue regulations

resulting in a scope of work change for any phase, engineering fees set forth in Section 5 may be renegotiated by the OWNER and ENGINEER.

6.3 Reuse of Documents

All documents furnished by the ENGINEER pursuant to this AGREEMENT are instruments of his services in respect of the PROJECT. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the PROJECT or on any other project. OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from OWNER's reuse without specific written verification or adaption by ENGINEER. If OWNER uses plans with further verification or adaptation by ENGINEER, the ENGINEER will be entitled to further compensation at rates to be agreed upon by OWNER and ENGINEER.

6.4 Successor and Assigns

OWNER and ENGINEER each binds himself and his partners, successors, executors, administrators and assigns to the other party of this AGREEMENT and to the partners, successors, executors, administrators and assigns of such other party, in respect of all covenants of this AGREEMENT; except as above, neither OWNER nor ENGINEER shall assign, sublet or transfer his interest in this AGREEMENT without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

6.5 Arbitration

All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

**SECTION 7 - CERTIFICATION OF FACILITIES AND PERSONNEL**

The ENGINEER will assume responsibility for provision of adequate facilities and competent personnel necessary to accomplish the work outlined in Section 2.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

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Owner:
Pendleton County, KY
By: _____
Title: Judge Executive
Attest: _____

Engineer:
GRW Engineers, Inc.
By: Brad Montgomery
Title: Vice President
Attest: [illegible]

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## In Re: Jailer's CPI Correction Per KRS

The Pendleton County Jailer ask that the Fiscal Court review KRS 64.527, regarding CPI increases for jailers who do not operate full service jails, it was determined that the Jailer should have received CPI raises in all four years of his first term, and in every year of all subsequent terms. Squire Veirs made a motion to approve giving the jailer one check in the amount that he should have received over his first four year term and to adjust his salary accordingly, this motion was seconded by Squire Fields, motion carried.

Ken Kells

| Year | Beginning Salary | CPI | Final Salary |
|---|---|---|---|
| 2007 | 35,514.18 | 2.5619 | 36,423.92 |
| 2008 | 36,423.92 | 4.0817 | 37,910.64 |
| 2009 | 37,910.64 | -0- | 37,910.64 |
| 2010 | 37,910.00 | 1.00 | 38,289.68 |
| TOTAL RECEIVED | | | 150,534.88 |
| 2007 | 35,514.18 | 2.5619 | 36,423.92 |
| 2008 | 36,423.92 | 4.0817 | 37,910.64 |
| 2009 | 37910.64 | 0.0917 | 37,945.40 |
| 2010 | 37,945.40 | 2.7211 | 38,977.93 |
| SHOULD HAVE RECEIVED | | | 151,257.89 |
| DIFFERENCE | | | $723.01 |

**Ken Kelis**

**From:** "Renee Craddock" <renee@capitalnetwork.org>
**To:** "Ken Kelis" <pcjailer@fuse.net>
**Sent:** Friday, January 21, 2011 10:00 AM
**Subject:** RE: BOARD MEETING NOTICE

Ken,

I am not ignoring your request on the pay increase. It is my understanding that KACo agrees with you and that it is currently law. I have a few ideas that I think we should discuss with Tim and Rich at KACO. I will see you on Wednesday and look forward to talking with you.

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**From:** Ken Kelis [mailto:pcjailer@fuse.net]
**Sent:** Friday, January 21, 2011 9:49 AM
**To:** Renee Craddock
**Subject:** Re: BOARD MEETING NOTICE

Renee I will see you at the Board Meeting .
Thanks for all you do.

> ----- Original Message ----- .
> **From:** Renee Craddock
> **To:** members@kyjailers.com
> **Sent:** Thursday, January 20, 2011 5:50 PM
> **Subject:** BOARD MEETING NOTICE
>
> Members,
>
> Bobby ask that I send you this email to inform you of a KJA Board Meeting to be held on WEDNESDAY, JANUARY 26 AT 12:00 PM EST. The meeting will be held at KACO, 400 Englewood Drive, Frankfort.
>
> The purpose of this board meeting is to discuss the DRW Study as it relates to county jails . Please make every effort to attend. As we move forward, it is important that we do so with ONE voice. It is our hopes that we will have talking points to give to each of you at the meeting.
>
> Finally, Bobby would like to serve lunch at the meeting. Please RSVP by replying to this email no later than MONDAY, JANUARY 24 at NOON so that I know how many will be in attendance.
>
> Thank You,
>
> **Renee Craddock**
> **Government Relations**
> **PO BOX 4018-4018**
> **Frankfort, KY 40604**
> **Phone: (859) 621-6498**
> **Fax: (859)201-1009**

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No virus found in this message.
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Version: 10.0.1191 / Virus Database: 1435/3393 - Release Date: 01/20/11

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Checked by AVG - www.avg.com



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**64.527 Annual computation of consumer price index for determination of rate of adjustment of compensation of certain elected county officials.**

In order to equate the compensation of jailers who do not operate full service jails, constables in counties having an urban-county form of government, justices of the peace, county commissioners, and coroners with the purchasing power of the dollar, the Department for Local Government shall compute by the second Friday in February of every year the annual increase or decrease in the consumer price index of the preceding year by using 1949 as the base year in accordance with Section 246 of the Constitution of Kentucky which provides that the above elected officials shall be paid at a rate no greater than seven thousand two hundred dollars ($7,200) per annum. The Department for Local Government shall notify the appropriate governing bodies charged by law to fix the compensation of the above elected officials of the annual rate of compensation to which the elected officials are entitled in accordance with the increase or decrease in the consumer price index. Upon notification from the Department for Local Government, the appropriate governing body may set the annual compensation of the above elected officials at a rate no greater than that stipulated by the Department for Local Government.

**Effective:** July 15, 2010

**History:** Amended 2010 Ky. Acts ch. 117, sec. 43, effective July 15, 2010. -- Amended 2007 Ky. Acts ch. 47, sec. 37, effective June 26, 2007. -- Amended 1998 Ky. Acts ch. 69, sec. 26, effective July 15, 1998; ch. 441, sec. 1, effective July 15, 1998; ch. 595, sec. 2, effective July 15, 1998; and ch. 610, sec. 4, effective July 15, 1998. -- Amended 1992 Ky. Acts ch. 350, sec. 1, effective July 14, 1992. -- Amended 1986 Ky. Acts ch. 374, sec. 22, effective July 15, 1986. -- Amended 1982 Ky. Acts ch. 385, sec. 20, effective July 1, 1982. -- Amended 1978 Ky. Acts ch. 384, sec. 582, effective June 17, 1978. -- Amended 1976 (1st Extra. Sess.) Ky. Acts ch. 14, sec. 38; ch. 17, sec. 19, effective January 1, 1978; and ch. 20, sec. 6, effective January 2, 1978. -- Amended 1976 Ky. Acts ch. 283, sec. 1. -- Created 1974 Ky. Acts ch. 254, sec. 1.

**Legislative Research Commission Note (7/15/98).** This section was amended by 1998 Ky. Acts chs. 69, 441, 595, and 610. Where these Acts are not in conflict, they have been codified together. Where a conflict exists between Acts chs. 595 and 610, Acts ch. 595, which was last enacted by the General Assembly, prevails under KRS 446.250.

## In Re: Ambulance District Funding

Judge Bertram presented the Fiscal Court with a request from the Pendleton County Ambulance Taxing District Board requesting the balance of the monies that the Fiscal Court had budgeted to support the district. This was informational only, no action taken.

*PENDLETON COUNTY AMBULANCE TAXING DISTRICT*
*400 Main Street*
*Falmouth, Kentucky 41040*

January 17, 2010

Pendleton County Fiscal Court
Judge Executive Henry Bertram

At this time, the Pendleton County Ambulance Taxing District is requesting the balance of our budgeted monies ($118,000) from the Fiscal Court to support ambulance service in the county.
We are starting our 2011/2012 budget process and need to know that these funds will be available for future needs. Attached is a copy of our revenues / expenses to date for the current fiscal year. Please note that our revenues, with the exception of the Car, Boat, and Tangible taxes, are in line with our projections. We hope to make up an approximate $15,000 shortfall in this area with additional billing revenues. Our expenses are currently in line with the budget.
Please advise if a personal appearance before the Court is required reference this request.

Herman Schack, Chairman
Pendleton County Ambulance Taxing District

PENDLETON COUNTY AMBULANCE TAXING DISTRICT
2010/2011 REVENUE

| | BUDGET | JULY | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | TOTAL | % BUDGET |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| TAXES | 400234 | 4811.51 | 6206.57 | 3980.08 | 4320.04 | 313020.62 | 21473.95 | 0 | 0 | 0 | 0 | 0 | 0 | 353814.78 | 73.68% |
| Car, Boat | 76000 | 4811.51 | 4711.76 | 3980.09 | 4320.04 | 4403.7 | 3969.92 | | | | | | | 26563.5 | |
| Tangible | 16000 | 0 | 494.81 | 0 | 0 | 365.98 | 0 | | | | | | | 1146.79 | |
| Property | 400234 | 0 | 0 | 0 | 0 | 308620.88 | 17503.04 | | | | | | | 326207.9 | |
| FISCAL COURT | 450000 | 195000 | 0 | 155000 | 0 | 0 | 0 | | | | | | | 340000 | 75.56% |
| BILLING REVENUES | 400000 | 0 | 7892.33 | 58184.05 | 56000.95 | 61658.97 | 63332.04 | | | | | | | 261042.77 | 65.26% |
| INTEREST | 250 | 4.72 | 0 | 7.81 | 0 | 16.93 | 17.72 | | | | | | | 49.78 | 19.91% |
| CARRYOVER | 30000 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | | 0 | 0.00% |
| TOTAL | 1376484 | 104816.03 | 13606.9 | 212172.94 | 34327.02 | 566282.42 | 74813.33 | 0 | 0 | 0 | 0 | 0 | 0 | 994306.73 | 64.89% |

PENDLETON COUNTY AMBULANCE TAXING DISTRICT
2010/2011 EXPENSES

| | BUDGET | JULY | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | YTD TOTAL | % BUDGET |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ADVER / PRINTING | 3000 | 0 | 0 | 786.07 | 0 | 79.62 | 281.45 | 0 | 0 | 0 | 0 | 0 | 0 | 1127.14 | 37.57% |
| District | | 0 | 0 | 494.62 | 0 | 79.62 | 0 | | | | | | | 574.24 | |
| EMS Office | | 0 | 0 | 291.45 | 0 | 0 | 281.45 | | | | | | | 562.9 | |
| PROF SERVICES | 12600 | 0 | 2732.78 | 0 | 322.5 | 0 | 986 | 0 | 0 | 0 | 0 | 0 | 0 | 3041.28 | 31.53% |
| Attorney | | 0 | 2732.78 | 0 | 322.5 | 0 | 986 | | | | | | | 3041.28 | |
| Auditor | | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | | 0 | |
| Testing | | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | | 0 | |
| MAINT / REPAIR | 16936 | 0 | 25.32 | 973.57 | 4013.79 | 2147.09 | 1306.29 | 0 | 0 | 0 | 0 | 0 | 0 | 8466.06 | 49.99% |
| Vehicle | | 0 | 14.32 | 634.06 | 1611.26 | 860.3 | 1067.28 | | | | | | | 4187.21 | |
| Mobiloom maint | | 0 | 0 | 218.5 | 218.5 | 300.14 | 216.91 | | | | | | | 953.15 | |
| Equipment | | 0 | 11 | 121.01 | 150.86 | 6.16 | 0 | | | | | | | 289.73 | |
| Physio Maint | | 0 | 0 | 0 | 990.48 | 990.48 | 0 | | | | | | | 1980.96 | |
| Lettering | | 0 | 0 | 0 | 1035 | 0 | 0 | | | | | | | 1035 | |
| UTILITIES | 9100 | 0 | 36.77 | 667.52 | 490.63 | 679.7 | 1047.6 | 0 | 0 | 0 | 0 | 0 | 0 | 3027.42 | 33.27% |
| Telephone | | 0 | 0 | 101.79 | 103.9 | 101.97 | 101.71 | | | | | | | 409.37 | |
| Gas | | 0 | 30.22 | 0 | 69.21 | 0 | 607.81 | | | | | | | 707.24 | |
| Insight | | 0 | 0 | 0 | 34.77 | 34.77 | 34.77 | | | | | | | 104.31 | |
| Terminix | | 0 | 0 | 0 | 0 | 0 | 37 | | | | | | | 37 | |
| Long Distance | | 0 | 5.55 | 10.04 | 10.59 | 11.65 | 10.88 | | | | | | | 54.69 | |
| Cellular | | 0 | 0 | 123.22 | 108.59 | 109.15 | 111.85 | | | | | | | 447.81 | |
| Elec/Water/Sewer | | 0 | 0 | 426.47 | 371.57 | 325.25 | 243.0 | | | | | | | 1367.2 | |
| INSURANCE / BOND | 5000 | 0 | 0 | 8640.05 | 0 | 0 | 0 | | | | | | | 8640.05 | 172.80% |
| ALS CONTRACT | 800000 | 72363.64 | 71960.02 | 71960.02 | 71960.02 | 71960.02 | 71960.02 | | | | | | | 432168.24 | 54.02% |
| FUEL | 18300 | 0 | 76 | 2322.86 | 1647.10 | 1914.67 | 1669.2 | | | | | | | 7627.89 | 41.14% |
| MCA | 36000 | 0 | 0 | 3803.87 | 3418.88 | 716.5 | 4289.82 | | | | | | | 12189.07 | 34.86% |
| MATERIALS | 37040 | 1752.9 | 863.90 | 1373.23 | 691.77 | 304.89 | 1955.78 | 0 | 0 | 0 | 0 | 0 | 0 | 6942.53 | 18.19% |
| Inspection/license | | 1505 | 180 | 0 | 0 | 0 | 050 | | | | | | | 2230 | |
| District office exp | | 0 | 683.90 | 1054.83 | 180 | 180 | 651.46 | | | | | | | 2750.37 | |
| EMS office exp | | 0 | 0 | 109.11 | 161.23 | 92.64 | 487.05 | | | | | | | 850.03 | |
| Laundry | | 0 | 0 | 60.26 | 117.73 | 32.26 | 107.25 | | | | | | | 443.0 | |
| Business travel | | 252.9 | 0 | 0 | 0 | 0 | 0 | | | | | | | 252.9 | |
| Veh. Repair travel | | 0 | 0 | 50.94 | 122.85 | 0 | 0 | | | | | | | 173.79 | |
| Mutual Aid | | 0 | 0 | 0 | 0.84 | 0 | 0 | | | | | | | 0.84 | |
| SUPPLIES / EMS | 27600 | 0 | 79.81 | 2948.39 | 1590.75 | 4294.34 | 1393.59 | | | | | | | 10305.88 | 38.57% |

| | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| REFUNDS/RET CHKS | 3200 | 0 | 0 | 0 | 1037.5 | 0 | 0 | | | | | | | 1037.5 | 32.42% |
| OPERATING CASH | 370000 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | | 0 | 0.00% |
| CAPITAL OUTLAY | 40000 | 40000 | 0 | 1669.88 | 458 | 900 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 43027.88 | 108.07% |
| Vehicle | | 40000 | 0 | 0 | 0 | 900 | 0 | | | | | | | 41500 | |
| Equipment | | 0 | 0 | 1669.88 | 0 | 0 | 0 | | | | | | | 1669.88 | |
| TV | | 0 | 0 | 0 | 458 | 0 | 0 | | | | | | | 458 | |
| Salaries and Wages | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Payroll | | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | | 0 | |
| Social Security | | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | | 0 | |
| Medicare | | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | | 0 | |
| Workers Comp | | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | | 0 | |
| Unemployment | | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | | 0 | |
| TOTAL EXPENSES | 1378484 | 114716.64 | 75773.50 | 95126.08 | 86047.1 | 82958.02 | 84048.05 | 0 | 0 | 0 | 0 | 0 | 0 | 539269.93 | 39.12% |
| USABLE BUDGET | 1008484 | | | | | | | | | | | | | | 0.534733 |

## In Re: Ethics Board Appointments

Judge Bertram presented the Fiscal Court with a resolutions whereby appointing members to the Northern Kentucky Regional Ethics Authority Enforcement Committee for a two-year term, expiring on January 31, 2013. Daniel Cripe will be Pendleton County's appointment. Squire Whaley made a motion, seconded by Squire Veirs to approve the resolution as presented, motion carried.

10 A

**PENDLETON COUNTY FISCAL COURT**
**RESOLUTION NO. _____**

AN RESOLUTION ACCEPTING THE RE-APPOINTMENT OF MARCUS CAREY, DANIEL CRIPE, DARRYL CUMMINS, ROBERT F. GREENE, MARY K. MOLLOY, CAROLYN LAINHART, AND TOM QUIRK AS MEMBERS OF THE NORTHERN KENTUCKY REGIONAL ETHICS AUTHORITY ENFORCMENT COMMITTEE FOR A TWO-YEAR TERM, EXPIRING ON JANUARY 31, 2013.

* * *

WHEREAS, Ordinance No. 250.1 (as amended) established a code of ethical conduct applicable to the officers and employees of Pendleton County Fiscal Court and its agencies; and

WHEREAS, Pendleton County Fiscal Court entered into an inter-local agreement to join the Northern Kentucky Regional Ethics Authority (NKREA) to implement said CODE OF ETHICS; and

WHEREAS, Article III(A) of the Inter-local gives the NKREA Authority Board the authorization to select members of the NKREA Enforcement Committee subject to the approval of each member jurisdiction's relevant legislative body; and

WHEREAS, at the NKREA's Annual Meeting held October 20, 2010 the Authority Board re-nominated Marcus Carey, Daniel Cripe, Darryl Cummins, Mary K. Molloy, Robert. F. Greene, Carolyn Lainhart, and Tom Quirk to each serve a two-year term on the NKREA Enforcement Committee ;

NOW, THEREFORE, BE IT RESOLVED BY THE FISCAL COURT OF PENDLETON COUNTY, KENTUCKY:

Section 1

That the re-appointment of Marcus Carey, Daniel Cripe, Darryl Cummins, Robert F. Greene, Mary K. Molloy, Carolyn Lainhart, and Tom Quirk as members of the NKREA Enforcement Committee for a two-year term expiring on January 31, 2013 is hereby approved.

Section 2

That this resolution shall take effect and be in full force when passed and recorded according to law.

_____
JUDGE/EXECUTIVE or MAYOR

ATTEST:

_____
FISCAL COURT CLERK

Passed: _____

**In Re: Resolution on Continuity of Government**

Judge Bertram presented the Fiscal Court with the Continuity of Government Resolution, whereby Squire Whaley made a motion, seconded by Squire Fogle, to approve the resolution as presented.

RESOLUTION

CONTINUITY OF GOVERNMENT

**WHEREAS**, The Pendleton County Fiscal Court deems it necessary to provide for the orderly succession of Office of Judge/Executive in the event of the absence or disability of the Judge/Executive as defined in KRS 67.723; a vacancy of the Office of Judge/Executive will be filled in accordance with section 152 of the Kentucky Constitution; and

**WHEREAS**, The line of succession contained herein is to ensure that a County Governmental official is available to serve in the absence of disability of the Judge/Executive, Deputy Judge/Executive, or any successor.

**NOW THEREFORE**, Be it resolved by the Fiscal Court of Pendleton County Commonwealth of Kentucky.

SECTION 1. When the absence of disability of Pendleton County Judge/Executive _____ Shall prevent his serving in the office and performing the duties and responsibilities of the County Judge/Executive, they shall be assumed temporarily by a member of the Pendleton County Fiscal Court as set forth in KRS 67.740 and 67.745 and he/shall have the powers specified in KRS 29.409.

(1) Gary Veile _____ (2) Alan Whaley _____

(3) Bobby Fogle _____ (4) David Fields _____

APPROVED: _____

BY: _____ COUNTY JUDGE/EXECUTIVE

ATTESTED: _____

BY: _____ FISCAL COURT CLERK

**In Re: Resolution Transferring Full and Complete Ownership and Responsibility for Several Old Court Record Books to the Pendleton County Historical Society.**

Judge Bertram presented the court with a resolution transferring full and complete ownership and responsibility for several old court record books placed in the garbage after the 1997 flood to the Pendleton County Historical Society. Squire Whaley made a motion, seconded by Squire Fogle to approve the resolution as presented, motion carried.

**RESOLUTION**

**RESOLUTION OF THE COUNTY OF PENDLETON, KENTUCKY, FISCAL COURT AUTHORIZING THE JUDGE EXECUTIVE TO TRANSFER FULL AND COMPLETE OWNERSHIP AND RESPONSIBILITY FOR SEVERAL OLD COURT RECORD BOOKS PLACED IN THE GARBAGE AFTER THE 1997 FLOOD TO THE PENDLETON COUNTY HISTORICAL SOCIETY.**

**WHEREAS**, the Pendleton County Clerk was directed to place in the garbage, several old county record books after they were submerged in flood water after the March 1997 flood, and

**WHEREAS**, the County Clerk was informed by Kentucky state officials that the aforementioned record books were possibly contaminated by hazardous chemicals due to flood pollution and that said books, should be disposed of by placing them in the trash, and

**WHEREAS**, the clerk, upon being so advised, did place such record books at the side of the courthouse for pickup by the garbage hauler, and

**WHEREAS**, the County Judge/Executive upon seeing these books, did remove such books and place them in an upstairs storage area of the County Road Barn, and

**WHEREAS**, the Pendleton County Historical Society, being advised of the storage of such books, did ask the Judge/Executive if he would allow the Pendleton County Historical Society to have the books tested for contamination, and

**WHEREAS**, the Pendleton County Historical Society, subsequently obtained copies of reports regarding the testing of similar books and records from Harrison County, chose not to test the books, and

**WHEREAS**, the Pendleton County Historical Society, with full knowledge of the test reports from Harrison County and in reliance thereon, has requested that the books be turned over to them for continued preservation, and

**WHEREAS**, the Pendleton County Historical Society, by a Resolution to be attached hereto, has agreed to release and will hold harmless the Pendleton County Fiscal Court, the Pendleton County Clerk and the County of Pendleton from any and all liability for any injury or damage to any person or property resulting from the possession, display and handling of the books. The Pendleton County Historical Society having warranted that it is relying solely upon its independent examination of reports from the testing of

Harrison County Records and with full knowledge that there has been no testing of the books from Pendleton County by any State or County agency. The Pendleton County Historical Society further acknowledged that it has been advised by the Pendleton County Judge/Executive that Kentucky State Officials recommended that the books be disposed of by the County Clerk. Knowing all this the Pendleton County Historical Society has agreed to accept the books in their current condition and assumes any and all risks and liability associated with the possession, display and handling of the books.

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY OF PENDLETON FISCAL COURT, AS FOLLOWS:

The Fiscal Court of Pendleton County hereby authorizes the Judge/Executive of Pendleton County, Henry W. Bertram, to deliver complete ownership and control of the requested records damaged by the flood of 1997 to the Pendleton County Historical Society.

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

ADOPTED: January 25, 2011.

HENRY W. BERTRAM
PENDLETON COUNTY
JUDGE EXECUTIVE

ATTEST:

PENDLETON COUNTY FISCAL COURT CLERK

RESOLUTION
PENDLETON COUNTY HISTORICAL SOCIETY

A RESOLUTION OF AND BY THE PENDLETON COUNTY HISTORICAL SOCIETY WHEREBY THE HISTORICAL SOCIETY IS TAKING FULL AND COMPLETE RESPONSIBILITY FOR SEVERAL OLD COURT RECORD BOOKS PLACED IN THE GARBAGE AFTER THE 1997 FLOOD.

WHEREBY, the Pendleton County Clerk was directed to place in the garbage, several old county record books after they were submerged in flood water after the march 1997 flood, and

WHEREAS, the County Clerk was informed by Kentucky state officials that the aforementioned record books were possibly contaminated by hazardous chemicals due to flood pollution and that said books, should be disposed of by placing them in the trash, and

WHEREAS, the clerk, upon being properly advised, did place such record book at the side of the courthouse for pickup by the garbage hauler, and

WHEREAS, the County Judge/Executive upon seeing these books, did remove such books and place them in an upstairs storage area of the County Road Barn, and

WHEREAS, the Pendleton County Historical Society, being advised of the storage of such books, did ask the Judge/Executive if he would allow for such books to be tested for contamination, and

WHEREAS, the Pendleton County Historical Society, having obtained copies of reports regarding the testing of records from Harrison County, chose not to test the books, and

WHEREAS, the Pendleton County Historical Society, with full knowledge of the test reports from Harrison County and in reliance thereon, has requested that the books be turned over to them for continued preservation, and

WHEREAS, the Judge/Executive did preserve these books that were placed in the garbage and are under his supervision and also not kept as county records.

WHEREAS, the Pendleton County Historical Society, hereby releases and will hold harmless the Pendleton County Fiscal Court, the Pendleton County Clerk and the County of Pendleton from any and all liability for any injury or damage to any person or property resulting from the possession, display and handling of the books. The Pendleton County Historical Society warrants that it is relying solely upon its independent examination of reports from the testing of Harrison County Records and with full knowledge that there has been no testing of the books from Pendleton County by any State or County agency. The Pendleton County Historical Society further acknowledges that it has been advised by the Pendleton County Judge/Executive that Kentucky State Officials recommended that the books be disposed of by the County Clerk. Knowing all this the Pendleton County Historical Society chooses to accept the books in their current condition and assumes any and all risks and liability associated with the possession, display and handling of the books.

NOW THEREFORE, be it resolved, that the Pendleton County Historical Society through this resolution is requesting that these records books be turned over to them for preservation and does further resolve to take full and complete responsibility for the care of such books and to hold Pendleton County, the County Judge Executive, Magistrates, elected officials and their agents full and completely harmless should these books cause any harm in any way to anyone. By executing this resolution, the undersigned representative of the Pendleton County Historical Society certifies that he/she has the authority to accept the books in question under the conditions as set forth herein above and has authority to execute this Resolution on behalf of the Pendleton County Historical Society:

This Resolution was adopted and approved at a regular meeting of the Pendleton County Historical Society held this 15 day of June 2010.

Attest: Mildred Below

Pendleton County Historical Society

Pendleton County Historical Society Secretary

Penelope Conrad, President
Ronald Moreland, Treas.
Robert H. Carlisle 1st V.P.
Frank [illegible]

## In Re: Transfers

Judge Bertram presented and reviewed the Budget Account Transfers, whereupon SquireVeirs made a motion, seconded by Squire Fogle that the following transfers be accepted and approved as presented, motion carried.

PENDLETON COUNTY FISCAL COURT
TUESDAY JANUARY 25, 2011
7:00 PM

COURT ORDERED TRANSFERS

General Fund

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

| | | |
|---|---|---|
| 01-5083-441 | CO. PROPERTIES, MACHINERY & EQUIPMENT | $ 6,000.00 |
| 01-9100-531 | BOND PREMIUMS | $ 110.70 |

Ambulance Fund

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

| | | |
|---|---|---|
| 09-5140-507 | AMBULANCE CONTRIBUTIONS | $118,000.00 |

911 Fund

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

| | | |
|---|---|---|
| 75-5143-569 | 911 STAFF TRAINING | $ 200.00 |

INTERFUND TRANSFERS

Transfer from General Fund to Ambulance Fund $118,000.00

Henry W. Bertram Vicky J. King

## In Re: Payment of Claims

Judge Bertram presented and reviewed the Payment of Claims, whereupon a motion was made by Squire Fogle, seconded by Squire Veirs that the following claims be allowed and ordered paid out of the following funds, motion carried.

# Pendleton County Fiscal Court

## *Voucher Claims Register*

*General Fund*

*From: 01/25/2011 To: 01/25/2011*

| Batch | Account No. | Account Name | Invoice | P.O. No. | Claim Description | Amount |
|---|---|---|---|---|---|---|
| Voucher No. 07-5098 | | Vendor HENRY BERT HENRY BERTRAM | | | Voucher Date 01/25/2011 | |
| 07-0125 | 01-5001-445- | CO. JUDGE/EXEC., OFFICE SUPPLIES | | 900657 | REIMBURSEMENT FOR OFFICE SUPPLIES - FRAMES | 12.72 |
| | | Printed On Check 013426 | | | Voucher Totals | 12.72 |
| Voucher No. 07-5099 | | Vendor MODERN LEA MODERN LEASING | | | Voucher Date 01/25/2011 | |
| 07-0125 | 01-5001-445- | CO. JUDGE/EXEC., OFFICE SUPPLIES | 6739667108 | 900638 | COPIER LEASE JUDGES OFFICE | 456.81 |
| | | Printed On Check 013427 | | | Voucher Totals | 456.81 |
| Voucher No. 07-5100 | | Vendor OFFICEDEPO OFFICE DEPOT | | | Voucher Date 01/25/2011 | |
| 07-0125 | 01-5001-445- | CO. JUDGE/EXEC., OFFICE SUPPLIES | 547535814001 | 900582 | JUDGES OFFICE SUPPLIES | 26.20 |
| 07-0125 | 01-5001-445- | CO. JUDGE/EXEC., OFFICE SUPPLIES | 548890060018&63001 | 900621 | OFFICE SUPPLIES JUDGES OFFICE | 232.40 |
| | | Printed On Check 013428 | | | Voucher Totals | 258.60 |
| Voucher No. 07-5101 | | Vendor POST OFFIC U S POST OFFICE | | | Voucher Date 01/25/2011 | |
| 07-0125 | 01-5001-563- | CO. JUDGE/EXEC., POSTAGE | | 900635 | 400 STAMPS @ .44 - JUDGES OFFICE | 176.00 |
| | | Printed On Check 013429 | | | Voucher Totals | 176.00 |
| Voucher No. 07-5102 | | Vendor PEOPLESFUN PEOPLES FUNERAL HOME | | | Voucher Date 01/25/2011 | |
| 07-0125 | 01-5020-308- | AUTOPSIES AND ATTENDANTS | | 900644 | 9 AUTOPSY RUNS @ $250 EA | 2,250.00 |
| 07-0125 | 01-5020-569- | REGISTRATIONS, CONF, & TRAINING | | 900644 | CORONER CONFERENCE/TRAINING, LODGING | 181.72 |
| | | Printed On Check 013430 | | | Voucher Totals | 2,431.72 |
| Voucher No. 07-5103 | | Vendor POST OFFIC U S POST OFFICE | | | Voucher Date 01/25/2011 | |
| 07-0125 | 01-5047-563- | TAX ADMINISTRATOR POSTAGE | | 900651 | 400 STAMPS @ .44 OCCUPATIONAL TAX ADM | 176.00 |
| | | Printed On Check 013431 | | | Voucher Totals | 176.00 |
| Voucher No. 07-5104 | | Vendor DOUGLAS BE DOUGLAS BECKHAM | | | Voucher Date 01/25/2011 | |
| 07-0125 | 01-5070-399- | PLANNING - COMPREHENSIVE | | 900624 | P&Z BOARD OF ADJUSTMENTS TRAINING | 200.00 |
| | | Printed On Check 013432 | | | Voucher Totals | 200.00 |
| Voucher No. 07-5105 | | Vendor INDUSTRIAL PENDLETON CO INDUSTRIAL AUTHORITY | | | Voucher Date 01/25/2011 | |
| 07-0125 | 01-5070-578- | P & Z UTILITIES | | 900616 | P & Z UTILITLY REIMBURSEMENT | 100.00 |
| 07-0125 | 01-5075-578- | ECONOMIC DEVELOPMENT UTILITIES | | 900615 | COMMUNITY DEVELOPMENT OFFICE EXPENSES | 125.89 |
| | | Printed On Check 013433 | | | Voucher Totals | 225.89 |
| Voucher No. 07-5106 | | Vendor CROUCH'S BRIAN CROUCH-CROUCH'S LAWN CARE | | | Voucher Date 01/25/2011 | |
| 07-0125 | 01-5080-177- | COURTHOUSE MAINTENANCE & GROUNDS | 799878 | 900610 | SNOW PLOWING COURTHOUSE PARKING LOT | 100.00 |
| 07-0125 | 01-5080-177- | COURTHOUSE MAINTENANCE & GROUNDS | 799897 | 900623 | DEC 21, 1010 SALT, JAN 8, 2011 PLOW COURTHOUSE | 160.00 |
| | | Printed On Check 013434 | | | Voucher Totals | 260.00 |
| Voucher No. 07-5107 | | Vendor CLAY CLIFF CLAY CLIFFORD | | | Voucher Date 01/25/2011 | |
| 07-0125 | 01-5080-571- | COURTHOUSE RENEWALS & REPAIRS | | 900649 | REPAIR SIDE DOOR LIGHT COURTHOUSE | 57.15 |
| | | Printed On Check 013435 | | | Voucher Totals | 57.15 |

Page No 1

# Pendleton County Fiscal Court

## *Voucher Claims Register*

*General Fund*

*From: 01/25/2011 To: 01/25/2011*

| Batch | Account No. | Account Name | Invoice | P.O. No. | Claim Description | Amount |
|---|---|---|---|---|---|---|
| Voucher No. 07-5108 | | Vendor MICHELLE H | MICHELE HAMILTON | | Voucher Date | 01/25/2011 |
| 07-0125 | 01-5080-573- | COURTHOUSE TELEPHONES | | 878894 | CELL PHONE UPGRADE FOR COUNTY JUDGE | 248.99 |
| | | Printed On Check 013436 | | | Voucher Totals | 248.99 |
| Voucher No. 07-5109 | | Vendor JONGOSNEY | JON GOSNEY - ELECTRICAL SERVICES | | Voucher Date | 01/25/2011 |
| 07-0125 | 01-5085-571- | CO PROPERTIES - RENEWALS & REPAIRS | | 900609 | ELECTRICAL WORK, MATERIALS, CO BARN STORAGE | 202.20 |
| | | Printed On Check 013437 | | | Voucher Totals | 202.20 |
| Voucher No. 07-5110 | | Vendor DELUXE | DELUXE CLEANERS | | Voucher Date | 01/25/2011 |
| 07-0125 | 01-5205-403- | ANIMAL FOOD AND SUPPLIES | 9063 | 900632 | HEM 2 PR PANTS, ANIMAL CONTROL | 16.00 |
| | | Printed On Check 013438 | | | Voucher Totals | 16.00 |
| Voucher No. 07-5111 | | Vendor SILGAS | SILGAS | | Voucher Date | 01/25/2011 |
| 07-0125 | 01-5205-578- | DOG KENNEL UTILITIES | 151771 | 900625 | GAS FOR ANIMAL SHELTER | 283.44 |
| | | Printed On Check 013439 | | | Voucher Totals | 283.44 |
| Voucher No. 07-5112 | | Vendor NORTON | TIM NORTON AUTO SERVICE L.L.C. | | Voucher Date | 01/25/2011 |
| 07-0125 | 01-5210-592- | MAINTENANCE & REPAIR -TRUCK SOLID WAST | 21887 | 274229 | 4 TIRES & LABOR SOLID WASTE | 530.00 |
| | | Printed On Check 013440 | | | Voucher Totals | 530.00 |
| Voucher No. 07-5113 | | Vendor RECREATION | COMMUNITY RECREATION COMMISSION | | Voucher Date | 01/25/2011 |
| 07-0125 | 01-5405-107- | RECREATION - SUPER / DIRECTOR | | 900633 | 1/2 PC RECRETION DIRECTOR SALARY JANUARY | 1,822.08 |
| | | Printed On Check 013441 | | | Voucher Totals | 1,822.08 |
| Voucher No. 07-5114 | | Vendor KACO INS | KACO INSURANCE AGENCY | | Voucher Date | 01/25/2011 |
| 07-0125 | 01-9100-531- | BOND PREMIUMS | | 900608 | ADDITIONAL PREMIUM, INCREASED BOND SHERIFF | 69.13 |
| | | Printed On Check 013442 | | | Voucher Totals | 69.13 |
| Voucher No. 07-5115 | | Vendor KACO INS | KACO INSURANCE AGENCY | | Voucher Date | 01/25/2011 |
| 07-0125 | 01-9100-531- | BOND PREMIUMS | | 900650 | PUBLIC OFFICIAL BOND MICHAEL DOUGHERTY | 113.80 |
| | | Printed On Check 013443 | | | Voucher Totals | 113.80 |
| Voucher No. 07-5133 | | Vendor TRISTATEAU | TRI-STATE AUDIO VISUAL CO | | Voucher Date | 01/25/2011 |
| 07-0125 | 01-5085-441- | CO. PROPERTIES - MACHINERY&EQUIPMENT | TS93126 | 878897 | 50% OF MEETING ROOM AV EQUIPMENT | 6,284.94 |
| | | Printed On Check 013444 | | | Voucher Totals | 6,284.94 |
| | | | | | 19 Vouchers Printed Totalling | 13,825.47 |

# Pendleton County Fiscal Court

## *Voucher Claims Register*

*Road Fund*

*From: 01/25/2011 To: 01/25/2011*

| Batch | Account No. | Account Name | Invoice | P.O. No. | Claim Description | | Amount |
|---|---|---|---|---|---|---|---|
| Voucher No. 07-5116 | | Vendor PEND WATER | PENDLETON COUNTY WATER DISTRICT | | | Voucher Date | 01/25/2011 |
| 07-0225 | 02-6105-441- | MACHINERY AND EQUIPMENT | | 900618 | 2001 DODGE PICKUP TRUCK | | 3,000.00 |
| | | Printed On Check 006549 | | | | Voucher Totals | 3,000.00 |
| Voucher No. 07-5117 | | Vendor SCOTT-GRO | SCOTT-GROSS COMPANY, INC. | | | Voucher Date | 01/25/2011 |
| 07-0225 | 02-6105-447- | ROAD MATERIALS | | 900612 | OXYGEN CYLINDERS | | 32.20 |
| | | Printed On Check 006550 | | | | Voucher Totals | 32.20 |
| Voucher No. 07-5118 | | Vendor BUNNIES | THERESA PEOPLES / BUNNIES "N" SUCH | | | Voucher Date | 01/25/2011 |
| 07-0225 | 02-6105-447- | ROAD MATERIALS | | 900645 | (2) SWEATSHIRTS, (8) T-SHIRTS, (11) CAPS | | 172.50 |
| | | Printed On Check 006551 | | | | Voucher Totals | 172.50 |
| Voucher No. 07-5119 | | Vendor FAB-N-WELD | FAB-N-WELD | | | Voucher Date | 01/25/2011 |
| 07-0225 | 02-6105-447- | ROAD MATERIALS | 2103 | 900622 | REPAR ON DUMP TRUCK HEADBOAD, STRAIGHTEN & WELD | | 250.00 |
| 07-0225 | 02-6105-447- | ROAD MATERIALS | 2109 | 900648 | WELD SPREADER ON DUMP TRUCK ROAD | | 220.00 |
| | | Printed On Check 006552 | | | | Voucher Totals | 470.00 |
| Voucher No. 07-5120 | | Vendor PETERSONTR | PETERSON TRUCK CENTER | | | Voucher Date | 01/25/2011 |
| 07-0225 | 02-6105-447- | ROAD MATERIALS | 644086 | 877578 | 1 LIGHT SWITCH (DASH) | | 106.27 |
| 07-0225 | 02-6105-447- | ROAD MATERIALS | 644996 | 877589 | 2 HLP BEZEL ROAD DEPT | | 144.70 |
| | | Printed On Check 006553 | | | | Voucher Totals | 250.97 |
| Voucher No. 07-5121 | | Vendor TRUCK & TR | TRUCK AND TRAILER SUPPLY | | | Voucher Date | 01/25/2011 |
| 07-0225 | 02-6105-447- | ROAD MATERIALS | KK159883 | 877587 | LUBRICITY PLUS | | 212.40 |
| | | Printed On Check 006554 | | | | Voucher Totals | 212.40 |
| Voucher No. 07-5122 | | Vendor ZEE | ZEE MEDICAL, INC. - #149 | | | Voucher Date | 01/25/2011 |
| 07-0225 | 02-6105-447- | ROAD MATERIALS | 0149887154 | 877582 | FIRST AID KIT SUPPLIES | | 46.10 |
| | | Printed On Check 006555 | | | | Voucher Totals | 46.10 |
| | | | | | | 7 Vouchers Printed Totalling | 4,184.17 |

Page No 1

# Pendleton County Fiscal Court

## *Voucher Claims Register*

*Jail Fund*

*From: 01/25/2011 To: 01/25/2011*

| Batch | Account No. | Account Name | Invoice | P.O. No. | Claim Description | Amount |
|---|---|---|---|---|---|---|
| Voucher No. 07-5123 | | Vendor OFFICEDEPO | OFFICE DEPOT | | Voucher Date | 01/25/2011 |
| 07-0325 | 03-5101-445- | OFFICE SUPPLIES | 547458213001 | 900583 | JAILER OFFICE SUPPLIES | 39.92 |
| 07-0325 | 03-5101-445- | OFFICE SUPPLIES | 547255965001 | 900581 | 2 TONER CARTRIDGES JAILERS OFFICE | 302.50 |
| 07-0325 | 03-5101-445- | OFFICE SUPPLIES | 547593001001 | 900581 | 2 TONER CARTRIDGES RETURNED | (302.50) |
| | | Printed On Check 005209 | | | Voucher Totals | 39.92 |
| | | | | | 1 Vouchers Printed Totalling | 39.92 |

# Pendleton County Fiscal Court

## *Voucher Claims Register*

*L.G.E.A. Fund*

*From: 01/25/2011 To: 01/25/2011*

| Batch | Account No. | Account Name | Invoice | P.O. No. | Claim Description | | Amount |
|---|---|---|---|---|---|---|---|
| Voucher No. 07-5124 | | Vendor CJS | CENTRAL JANITORIAL SUPPLY | | | Voucher Date | 01/25/2011 |
| 07-0425 | 04-5135-411- | CUSTODIAL SUPPLIES | 52728 | 878900 | PAPER TOWELS EOC | | 52.30 |
| | | Printed On Check 001542 | | | | Voucher Totals | 52.30 |
| Voucher No. 07-5125 | | Vendor ELSENER | ELSENER ELECTRONICS | | | Voucher Date | 01/25/2011 |
| 07-0425 | 04-5135-445- | OFFICE SUPPLIES | 25027 | 878895 | 3 ROLLS OF MAP PRINTER PAPER | | 119.97 |
| | | Printed On Check 001543 | | | | Voucher Totals | 119.97 |
| Voucher No. 07-5126 | | Vendor OFFICEDEPO | OFFICE DEPOT | | | Voucher Date | 01/25/2011 |
| 07-0425 | 04-5135-445- | OFFICE SUPPLIES | 548067648001 | 878899 | PROTECTIVE SHEETS | | 3.80 |
| 07-0425 | 04-5135-445- | OFFICE SUPPLIES | 546233946001 | 878898 | MAP PRINTER AND INK CARTRIDGES | | 275.96 |
| | | Printed On Check 001544 | | | | Voucher Totals | 279.76 |
| Voucher No. 07-5127 | | Vendor MICHELLE H | MICHELE HAMILTON | | | Voucher Date | 01/25/2011 |
| 07-0425 | 04-5135-573- | EOC TELEPHONE AND INTERNET | | 878893 | CELL PHONE UPGRADE EOC | | 248.99 |
| | | Printed On Check 001545 | | | | Voucher Totals | 248.99 |
| Voucher No. 07-5128 | | Vendor TIGERDIREC | TIGERDIRECT | | | Voucher Date | 01/25/2011 |
| 07-0425 | 04-5135-590- | COMPUTER MAINTENANCE | F36473730101 | 878874 | MONITOR FOR EOC SECURITY SYSTEM | | 159.99 |
| 07-0425 | 04-5135-705- | DATA PROCESSING EQUIPMENT | F42564130101 | 878883 | FLASH CARD, CABLE EOC | | 38.51 |
| | | Printed On Check 001546 | | | | Voucher Totals | 198.50 |
| | | | | | | 5 Vouchers Printed Totalling | 899.52 |

# Pendleton County Fiscal Court

## *Voucher Claims Register*

*Ambulance Fund*

*From: 01/25/2011 To: 01/25/2011*

| Batch | Account No. | Account Name | Invoice | P.O. No. | Claim Description | Amount |
|---|---|---|---|---|---|---|
| Voucher No. 07-5129 | | Vendor AMBULTAX | PENDLETON CO AMBULANCE TAXING DISTRICT | | Voucher Date | 01/25/2011 |
| 07-0925 | 09-5140-507- | AMBULANCE CONTRIBUTIONS | | 900652 | P. C. AMBULANCE TAXING DISTRICT BALANCE 2010-2011 | 118,000.00 |
| | | Printed On Check 001582 | | | Voucher Totals | 118,000.00 |
| | | | | | 1 Vouchers Printed Totalling | 118,000.00 |

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# Pendleton County Fiscal Court

## *Voucher Claims Register*

*911 Fund Fund*

*From: 01/25/2011 To: 01/25/2011*

| Batch | Account No. | Account Name | Invoice | P.O. No. | Claim Description | Amount |
|---|---|---|---|---|---|---|
| Voucher No. 07-5130 | | Vendor ST.ELIZBUS | ST. ELIZABETH BUSINESS HEALTH CENTER | | Voucher Date | 01/25/2011 |
| 07-7525 | 75-5145-382- | DRUG TESTING | | 900611 | DRUG SCREEN T. TIPTON | 40.00 |
| | | Printed On Check 002120 | | | Voucher Totals | 40.00 |
| Voucher No. 07-5131 | | Vendor DANIELLEKI | DANIELLE KING | | Voucher Date | 01/25/2011 |
| 07-7525 | 75-5145-569- | 911 STAFF TRAINING | | 900646 | TRAINING REIMBURSEMENT FOR MEALS | 40.22 |
| | | Printed On Check 002121 | | | Voucher Totals | 40.22 |
| Voucher No. 07-5132 | | Vendor ANGELAWRIG | ANGELA WRIGHT | | Voucher Date | 01/25/2011 |
| 07-7525 | 75-5145-569- | 911 STAFF TRAINING | | 900647 | TRAINING EXPENSE REIMBURSEMENT MEALS & MILEAGE | 123.66 |
| | | Printed On Check 002122 | | | Voucher Totals | 123.66 |
| | | | | | 3 Vouchers Printed Totalling | 203.88 |

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## In Re: Closing Remarks

Quotes for painting the Stairwell and upstairs hallway as well as the downstairs hallway were received from Gary Askins and David Richie. Gary Askins' quotes were $1,225.00 for the second floor and $2,120.00 for the first floor; David Richie's quotes were $1,380.00 for the second floor and $1,925.00 for the first floor. The court was in agreement that Gary Askins should paint the second floor for his low quote of $1,225.00 and David Richie would do the first floor the low quote of $1,925.00.

1st Floor

Proposal

**TOTAL REMODELING**

David Richie

Business: 1098C Ridgeway Ave. Falmouth, Ky 41040

Business: 859-654-8216

Cell: 859-620-4284

Home: 34 Springside Dr. Cold Spring, Ky 41076

Page No. 1 of 1

| | | |
|---|---|---|
| PROPOSAL SUBMITTED TO: Pend Co Court 1st Floor | PHONE: 859-654-4321 | DATE: 01-20-11 |
| STREET: Main St | JOB NAME: | |
| CITY, STATE AND ZIP CODE: Falmouth Ky 41040 | JOB LOCATION: 1st Floor | |
| ARCHITECT: | DATE OF PLANS: | JOB PHONE: |

We hereby submit specifications and estimates for:
Starting at hallway (main st side) Paint all walls. Wainscoting and exterior side doors & jambs. Includes side hall entry down to bathrooms & automatic door entry. (2 coats) Paint all trim. Repair walls. Caulk where needed

Material & Labor

**We Propose**, hereby to furnish material and labor - complete in accordance with above specifications, for the sum of _____ dollars ($ 1925.00)

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner. Authorized according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. In the event of customer cancellation of contract there will be a cancellation fee of 25% of the total contract amount that the customer agrees to pay.

Authorized Signature: David Richie

Note: This proposal may be withdrawn by us if not accepted within _____ days.

**Acceptance of Proposal**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date of Acceptance: _____

Signature: _____

2 ND
FLOOR

Proposal
**TOTAL REMODELING**
David Richie
Business 859-654-5216
Cell: 859-620-4384

Page No. 1 of 1

Business
10000 Highway Ave.
Falmouth, Ky 41040

Home
PA Northside Dr.
Crest Spring, Ky 40390

| | | |
|---|---|---|
| PROPOSAL SUBMITTED TO: Pendleton Court House | PHONE: 859-654-4321 | DATE: 01-20-11 |
| STREET: Main St | JOB NAME: | |
| CITY, STATE AND ZIP CODE: Falmouth Ky 41040 | JOB LOCATION: 2nd Floor | |
| ARCHITECT: | DATE OF PLANS: | JOB PHONE: |

We hereby submit specifications and estimates for: ...
Repair Stairwell wall Choose Paper
Paint walls, Retouch doors & trim & Touch up Ceiling
Paint walls, Retouch doors & trim & Touch up Ceiling
Ceiling - Paint two trim (paint windows) all 2 coats

Material + Labor

**We Propose**, hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:
$1280 dollars ($ )

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner. Authorized according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. In the event of non-completion cancellation of contract there will be a cancellation fee of 25% of the total contract amount that the customer agrees to pay.

Authorized Signature: David Richie

Note: This proposal may be withdrawn by us if not accepted within _____ days

**Acceptance of Proposal**
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date of Acceptance: _____

Signature: _____

Gary Askin
Roofing & painting
513 Robbins ave
Falmouth ky 41040
859-654-5223

Penleton co.
Court house
Main st .
Falmouth ky

1. Repair wall paper on 1 wall in stairwell .
2. Paint 2 coats finish on wall from left of elevator small hall and up stairwell and upstair hall stop at court room double doors .

3. Paint trim up stairwell and windows and doors in small hall upstair and double doors hall side.

Total cost labor and material $ 1,225.00

Contractor
Gary Askin

Gary Askin
Roofing & painting
513 Robbins ave
Falmouth ky 41040
859-654-5223

Penleton co.
Court house
Main st .
Falmouth ky

1.Paint main hall downstair 2 - coats finish from corner of elevator down to bathrooms on far end of hallway .

2.Paint small hallway on left 2 - coats finish .
3. Paint doors hall side and trim 2 - coats finish .
4. Paint bottom portion same as trim color 2 - coats ..

Total cost labor and material $ 2, 120.00

Contractor
Gary Askin

**In Re: Adjournment**

Squire Fogle made a motion, seconded by Squire Fields that this meeting be adjourned, to meet again in regular session on February 8, 2011, subject to any called meetings, motion carried.

Henry W. Bertram

Pendleton County Fiscal Court Clerk