

# PENDLETON COUNTY FISCAL COURT

January Term, January 22<sup>ND</sup>, 2008

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

MEMBERS PRESENT: Gary Veirs, Alan Whaley, Bobby Fogle and Stacey Wells.

MEMBERS ABSENT None

COUNTY ATTORNEY: Jeffrey B. Dean,

Invocation was given by the County Attorney, Jeff Dean, followed by the Pledge of Allegiance led Judge/Executive Henry Bertram.

In Re: Approval of Agenda.

A copy of the Agenda for this meeting was presented to each Fiscal Court member. Whereupon Squire Whaley made a motion to accept the agenda as presented, seconded by Squire Fogle, motion carried.

In Re: Approval of Minutes of January 8<sup>TH</sup>, 2008 & Special Call January 16<sup>TH</sup>, 2008 Fiscal Court Meetings.

Minutes of the January 8<sup>TH</sup>, 2008 Fiscal Court meeting was presented to the Court by Darlene Smeal, Fiscal Court Clerk. Whereupon Squire Veirs made a motion to accept the minutes as presented, seconded by Squire Whaley, motion carried.

Minutes of the Special Call January 16<sup>TH</sup>, 2008 was presented to the Fiscal Court, whereupon Squire Wells made a motion to approve the minutes as presented, seconded by Squire Veirs, motion carried.

In Re: Pendleton County Treasurer's Report, for the month of December, 2007.

Pendleton County Treasurer, Vicky King, submitted a written report for the month of December, 2007. This report was submitted for review at the January 8<sup>TH</sup>, 2008 Fiscal Court meeting. Squire Wells made a motion approve the treasurer's report as submitted, seconded by Squire Veirs, motion carried.

In Re: District 6<sup>TH</sup> Presentation of the Rural Secondary Program for Pendleton County.

Judge/Executive Henry Bertram opened the meeting to the representatives of the Department of Transportation, Mr. Tom Shoemaker, and Chief District Engineer for Northern Kentucky District 6 of the Transportation Cabinet, Mr. Andy Yeager, Maintenance Engineer and Ms Nickie Mullison, Engineer.

Chief Shoemaker read the projects recommended for Pendleton County and reported there was a thirty six percent (36%) increase in the 2008/2009 Rural Secondary Program funding for Pendleton County. He asked the Fiscal Court to either make recommendations or accept the recommendations as presented.

Discussion held. It was reported that the truck traffic contributes to the problem with the roads in Pendleton County. A resolution will be sent to the Judge Executive for presentation at the next regular Fiscal Court meeting.

Projects recommended for rural secondary program recorded as follows;

0122220000 00 17 FAX 8558415001

KYTC-00

01/22/08

TRANSPORTATION CABINET  
 PROJECTS RECOMMENDED FOR RURAL SECONDARY PROGRAM  
 FISCAL YEAR 2008 2009

ITEM NO.	PENDLETON COUNTY ALLOTMENT					
1	MAINTENANCE & TRAFFIC	ROAD MILES	110.0	\$486,900		
	TOTAL		\$4,244.55 /mile			
2	UNDISTRIBUTED + FREE BALANCE			\$159,442		
3	COUNTY ADMINISTRATIVE EXPENSES			\$3,662		
	<b>TO PROGRAM</b>			<b>\$488,582</b>		
4	LIGHTFOOT FORK KY 165Z R US 27 SOUTH FORK BRIDGE Includes 2" Base	Resurfacing M.P. LENGTH 0.000 2.083		\$250,000	1998 350	\$230,582
5	ALEXANDRIA - PEACH GROVE KY 10 CAMPBELL COUNTY LINE KY 164	Resurfacing M.P. LENGTH 0.874 1.622		\$73,000	1998 815	\$165,982
6	MORGAN-BOYD ROAD KY 1054 HARRISON CO. LINE KY 3190	Resurfacing M.P. LENGTH 0.000 2.720		\$116,000	1998 260	\$49,982
7	MORGAN-MARCUS ROAD KY 330 GRANT CO. LINE OLD CYNTHIANA SOUTH RD	Resurfacing M.P. LENGTH 0.000 1.201		\$53,000	1,998 280	(\$4,410)

LENGTH TOTAL (SUM):		3.925	
BRADSHAW BROWNE LEE ROAD	Resurfacing	M.P.	LENGTH
BY 1083		2.412	2.412
BY 1083		3.851	
BRADSHAW ROAD	Resurfacing	M.P.	LENGTH
BY 1083		0.000	2.573
BY 1083		3.573	
LOOK ROAD	Resurfacing	M.P.	LENGTH
BY 1083		0.000	3.523
BY 1083		3.523	
BUTLER-PLEASANT HILL	Resurfacing	M.P.	LENGTH
BY 177		0.000	2.342
BY 1083		2.342	
SHREVELOWN ROAD	Resurfacing	M.P.	LENGTH
BY 154		4.419	1.152
BY 1083		3.551	
SHREVELOWN ROAD	Resurfacing	M.P.	LENGTH
BY 1083		0	2.880
BY 1083		3.551	



**FAX TRANSMITTAL COVER SHEET**

11/16/01  
Rev. 02/00/06

DEPARTMENT OF HIGHWAYS  
DISTRICT SIX  
P.O. BOX 17120, 421 BUTTERMILK PIKE  
COVINGTON, KY 41017  
859-341-2700/859-341-3661 (FAX)

DATE: Jan 23, 2008  
 TO: Judge Henry Bertram FROM: Tom Schomaker  
Madison Co. Fiscal Court Ky Trans Cabinet  
 FAX: 859-659-3047 FAX: 859-341-3661  
 PHONE: 859-659-4327 (ext) PHONE: 859-341-2700 (ext)

You should receive 3 page(s), including this cover sheet.

- Urgent  For Review  Please Comment  Please Reply  Please Recycle

REGARDING:  
*Henry,*  
*Sorry for not getting this to you sooner.*  
*See you tonight!*  
*Tom*

If total number of pages indicated are not received, please contact:  
 \_\_\_\_\_ at \_\_\_\_\_  
 (Fax Operator) (Telephone Number)



In Re: Public Hearing to Receive Public Comment on Rumpke's request to Close the Back Portion of Bryant Griffin Road.

Squire Wells moved to enter a Public Hearing at 7:20 o'clock P.M. to hear Public Comment on the proposed closing of the back portion of the Bryant Griffin Road (County Road), seconded by Squire Veirs, motion carried.

Judge Bertram stated the Fiscal Court is in a Public Hearing. He presented the Committee findings as part of the Public Hearing. He then asks for Public comment, no comment made. He stated with no comments from the Public, would any of the Fiscal Court members like to make a comment.

Squire Wells stated he understood that Rumpke owns on both sides of the road, but he asks if there are people on the other side of Rumpke's property that would need access to the property.

Judge Bertram reported the road had not been used for years and was not maintained by the County Road Program, which would have let the easement property reverting back to the property owners.

Judge Bertram asks for further Public Comment, with no response.

Squire Veirs moved to close the Public Meeting at 7:30 o'clock P.M., seconded by Squire Whaley, motion carried.

In Re: Decision of the Request made by Rumpke to Close the Back Portion of Bryant Griffin Road.

Judge Bertram reported this is the next step in the process officially closing the back section of Bryant Griffin Road (only the section from Griffin's property line back through Rumpke's property). He reported per KRS 178.070 three (3) signs must be posted for Public Notification of the intentions to close the road and a committee must be appointed to review the action. Judge Bertram reported the committee as appointed completed the review and submitted a written comment as to why the road should be closed. The committee comprised of Mr. Keith Herron, Mr. Jimmie Godman and Road Supervisor, Tim Antrobus submitted the comment sheet with five (5) reasons to close the road and one (1) question as to the reason to keep it open. The question was in regards to easements to property at the end of the road. Judge Bertram stated the committee was unsure if there were other property owners at the end of the Bryant Griffin Road. He reported that Rumpke owns the property on either side of the road, but if there were other property owners at the end they could access their property from the Greenwood Portland Road. Judge Bertram reported the Road Supervisor has posted the three signs, one at the Griffin's Plant, one at Rumpke's Office and one at the intersection of Highway 17 and Bryant Griffin Road.

Squire Whaley made a motion to Officially close Bryant Griffin Road as requested, seconded by Squire Fogle, motion carried.

Judge Bertram stated the section of Bryant Griffin requested has now been officially closed.

Judge Bertram presented the Deeds of Easements for Ingress and Egress as prepared by Rumpke. The Pendleton County Attorney, Jeff Dean, stated that one of the Deeds had an error in the typing, the word Rumpke (as typed in bold, italicized, and underlined) should be removed. "This DEED of EASEMENT (this "Easement") is made this \_\_\_\_ day of January, 2008, by and between Pendleton County Kentucky acting through it duly authorized representatives, including by no limited to the Fiscal court Rumpke of Pendleton County, Kentucky, ("Grantor") and Rumpke of Kentucky, Inc., an Ohio corporation ("Grantee"). Rumpke will pay the recording cost of the Deed of Easements.

Squire Veirs moved to approve the Deeds of Easements with corrections, seconded by Squire Whaley, motion carried.

Information recorded as follows:

Why to close road

1. Cost to County to bring road back up to speed.
2. Safety issue where Rumpke crosses the road
3. No need for Public to get to the road.
4. Dead End Road.
5. Rumpke owns all property which accesses the Road.

Why to keep open

1. easement to property at end of road.

*Tim Antrobus*  
 Road Supervisor  
*Jimmie Godman*

DEED OF EASEMENT  
FOR INGRESS AND EGRESS

This DEED OF EASEMENT (this "Easement") is made this \_\_\_\_ day of January, 2008, by and between Rumpke of Kentucky, Inc., an Ohio Corporation ("Grantor") and Pendleton County Kentucky, acting through its duly authorized representatives, including but not limited to the Pendleton County Kentucky Fiscal Court ("Grantee").

In consideration of the mutual benefits derived by the parties hereto by this grant of easement, Grantor hereby grants and conveys unto Grantee, its successors, lessees, and assigns, a perpetual easement over and upon Grantor's land as depicted on Exhibit A attached hereto and as more fully described on Exhibit B attached hereto, such land being a part of the same property conveyed to Grantor by deed recorded in Deed Book 182, page 628 in the office of the County Clerk of Pendleton County Kentucky. This easement, and use thereof shall be for the ingress and egress by Grantee, its employees, agents, representatives, invitees and licensees to and from Grantee's property as described in a deed recorded in Deed Book 261, Page 659 in the office of the County Clerk of Pendleton County Kentucky.

TO HAVE AND TO HOLD said easement, together with all rights, privileges and appurtenances thereto belonging to the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their hands the day and year first written above.

Grantor: Rumpke of Kentucky, Inc.

By: \_\_\_\_\_  
\_\_\_\_\_

Grantee: Pendleton County Kentucky

By: \_\_\_\_\_  
His: \_\_\_\_\_

STATE OF OHIO )  
 )  
COUNTY OF HAMILTON )

The foregoing instrument was executed and acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2008 for and on behalf of Rumpke of Kentucky, Inc., by \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

(seal)

My commission expires \_\_\_\_\_

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF PENDLETON )

The foregoing instrument was executed and acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2008 for and on behalf of Pendleton County Kentucky by \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

(seal)

My commission expires \_\_\_\_\_

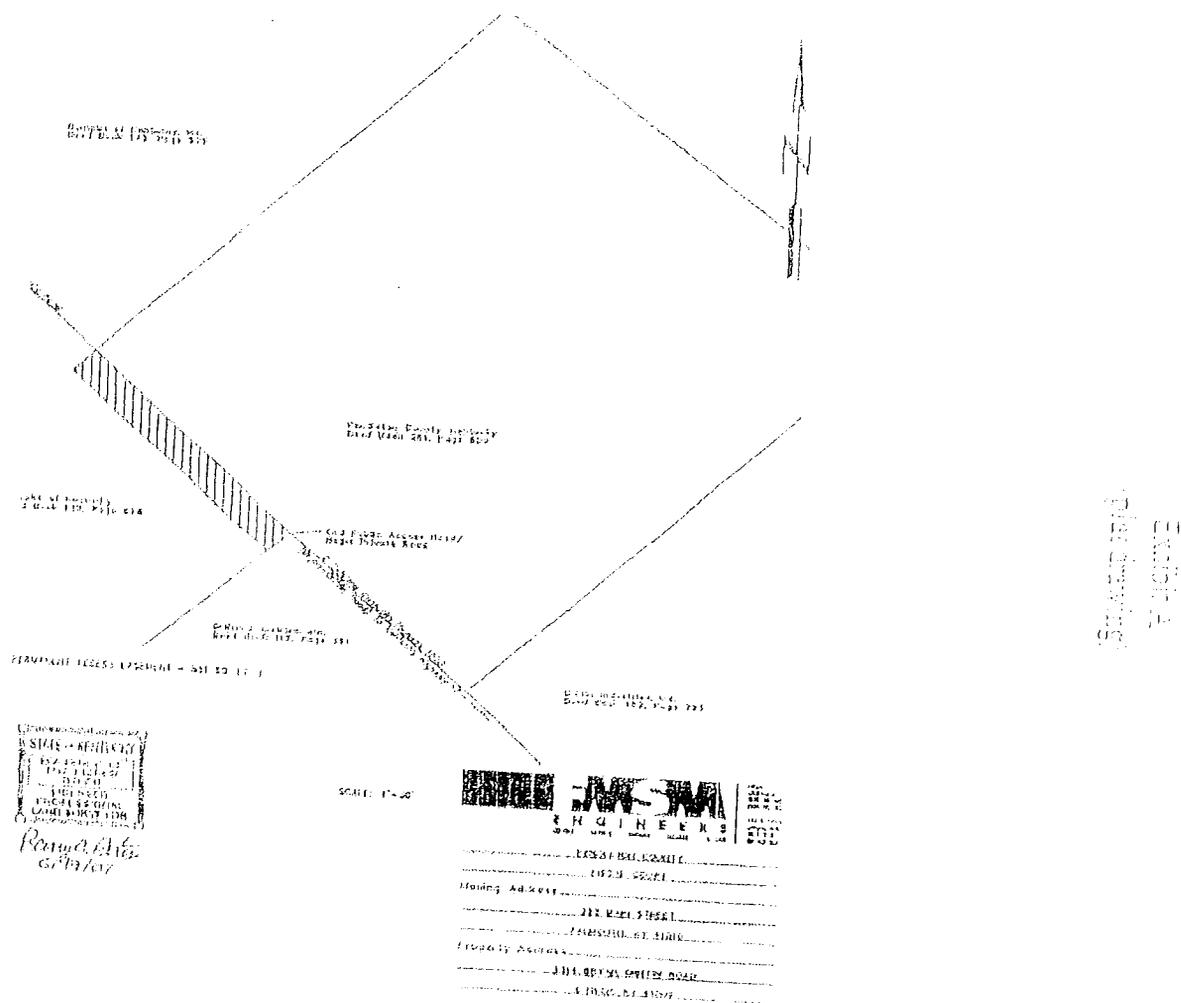


Exhibit B  
 (Legal Description)

Permanent Ingress and Egress Easement from Rumpke of Kentucky, Inc. to Pendleton County, Kentucky.

Lying and being in Pendleton County, Kentucky on the South side of an existing roadway formerly known as Kentucky Highway 1853 / Bryan Griffin Road, approximately 6,500 feet west of its intersection with Kentucky Highway 17 and bounded as follows.

Beginning at a point in the center of an existing road formerly known as Kentucky Highway 1853 / Bryan Griffin Road. Said point being the corner common to Rumpke of Kentucky, Inc., Deed Book 182, Page 828, and Griffin Industries, Inc., Deed Book 112, Page 391, and in the line of a tract conveyed to Pendleton County, Kentucky, Deed Book 261, Page 659.

Thence running with the centerline of the existing roadway and the line of Pendleton County, Kentucky, in a Northwesterly direction approximately 88 feet to a point in the centerline of the existing road. Said point being corner common to Rumpke of Kentucky, Inc. Deed Book 173, Page 525 and Pendleton County, Kentucky, Deed Book 261, Page 659.

Thence leaving the existing roadway and the line of Pendleton County, Kentucky and running in a Southwesterly direction 10 feet to a point.

Thence running in a Southeasterly direction approximately 88 feet to a point.

Thence running in a Northeasterly direction 10 feet to the point of beginning and containing approximately 881 square feet and being a part of the same tract of land conveyed to Rumpke of Kentucky, Inc., Deed Book 182, Page 828 as shown on attached Exhibit A.

STATE OF KENTUCKY  
 BARRY C. PETERS  
 3370  
 LICENSED  
 PROFESSIONAL  
 LAND SURVEYOR

Barry C. Peters  
 6/19/07





In Re: Approval of Contract with MobilCom's service Contracts to Service the New Law Enforcement Radio System.

Judge Bertram presented the MobilCom Service Contracts to service the new Law Enforcement Radio System. Squire Wells moved to accept the contracts as presented, seconded by Squire Veirs, motion carried. Information recorded as follows:

456-19 2008 12:17PM Pendleton Co. 911 No. 8991 P. 1  
 10 00 12:28P Mobilcomm Inc. (513) 595-5959 P. 1



Phone: (513) 742-5555 Ext 890  
 Fax: (513) 595-5959  
 E-mail: cjackson@mobilcomm.com

**FAX Transmission Cover Sheet**

Date: 10-Jan-08  
 To: Jackie Stephens  
 Company: Pendleton County 911  
 Fax Number: 859 654 1931

From: Carol Jackson  
 Subject: Contract  
 Total Pages: 5 (including this page)

**Instructions / Comments:**  
 Jackie, Judge Bertram could not find the contract sent to you in December for the meeting last night. I am faxing another copy to your attention. Please forward to the Judge for me. Any questions please call me at 513-595-5890. Thank you.

Jan 10, 2008 12:17PM Pendleton Co. 911 No. 8991 P. 1  
 Jan 10 08 12:28P Mobilcomm Inc. (513) 595-5959 P. 1



**Maintenance Agreement**

Pendleton County 911  
 223 Main Street  
 Paltmouth, KY 41040

Effective Date: Upon Acceptance  
 Term: 1 Year  
 Attention: Jackie Stephens  
 Phone: 859-654-3300  
 FAX: 859-654-1931

Reference: MA14059-03

Qty.	Equipment Description	Service Location	Monthly Per Unit Cost	Extended
3	Canopy Systems	X	62.26	186.78
1	Megaplex	X	25.00	25.00

Canopy System includes tech evaluation of the problem. Tower climber to replace unit. (There is only replacement - no repair.) Replacement of unit is included.

Initial Rate: \$211.78 Monthly

Mobilcomm Representative: Carol Jackson Customer PO# \_\_\_\_\_ Date: December 29, 2007

Customer Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_



### Maintenance Agreement

Pendleton County 911  
223 Main Street  
Falmouth, KY 41040

Effective Date: Upon Acceptance  
Term: 1 Year  
Attention: Jackie Stephens  
Phone: 859-654-3300  
FAX: 859-654-1931

Reference: MAI-4059-02

Qty.	Equipment Description	Service Location Shop Cust.	Monthly Per Unit Cost	Extended
3	MTR2000 Repeater	X	38.10	114.30

\* 24 Hour Emergency Service included in contract.

Motorola High-tech Depot charges are the customer's responsibility.

See addendum on MTR2000 Repeater.

Initial Rate: \$114.30 Monthly

Customer PO#

Mobilcomm Representative

*Caryl Jackson*  
Caryl Jackson

Date

*December 6, 2007*

Customer Acceptance

Date



### MTR2000 Repeater Addendum

#### Pendleton County

Maintenance performed on the MTR2000 repeater is primarily a diagnostic service. This equipment, in most instances, is only repairable by a FRU (Factory Replacement Unit). If an outage is caused by a defective FRU, Mobilcomm is not responsible for delays in restoration of service due to the Motorola High-tech Depot shipment of loaner FRU's.

This agreement covers the service call to diagnose the problem, drive-to charge, supplying and installing a loaner repeater until service to your repeater has been restored.

All Motorola high-tech depot charges are the customer's responsibility.

Maintenance Agreement Terms and Conditions

- (1) **Definitions:** For the purpose of brevity and uniformity all references to Mobilcomm will mean Mobilcomm Inc., division of Combined Technologies Inc. All references to Customer will mean the person or Company signing this agreement.
- (2) **Service And Performance Standards:** Mobilcomm agrees to provide parts and labor to maintain the equipment herein described, which has become defective due to normal usage. This agreement does not cover abuse of equipment, vandalism, lost or stolen items, damage caused by acts of God, fire or accidents. Also not included are repairs to any items of customer owned control circuits, base station antennas, transmission lines, transmit combiners, receiver multi-couplers, ac power line conditioners, un-interruptible power supplies, towers, or tower lighting, base station power amplifier tubes, vidicon tubes, high voltage power supply modules used in cstv equipment, replacement of portable batteries, chargers, antennas, audio accessories or portable carrying cases, unless such items are separately listed on the face of this agreement. Special work other than routine maintenance, such as the relocation of equipment, repair of damaged equipment, removals and installation of mobile equipment will be subject to extra charges to be estimated in advance and approved by the Customer before Mobilcomm will begin the work. Mobilcomm agrees to add additional units, purchased by customer, identical with any units now covered, to this agreement at the same rates and on the same terms and conditions set forth herein.
- (3) **Performance/Standards:** The equipment will be maintained by Mobilcomm in accordance with these standards (i) parts of equal quality as originals will be used; (ii) the equipment will be maintained at levels comparable to factory specifications. Mobilcomm agrees to furnish all labor, tools, test equipment and parts to repair Customer's equipment which has become defective through normal wear and usage. Such repair work will commence as soon as possible after being notified of an otherwise noted. Technicians who have adequate training in their specialty will perform maintenance.
- (4) **Time And Place of Maintenance Work:** Maintenance will be performed on Fixed Station equipment at the Customer location, unless otherwise stated, and mobile and portable equipment service will be performed at a Mobilcomm facility, unless otherwise stated. Hours of service are from 7:30 A.M. to 5:00 P.M. Monday through Friday except holidays. Requests for 24 hour emergency service must be contracted through a special agreement not included on the standard maintenance policy. At fixed station equipment after it is the customer's responsibility to provide AC power, light and in special situations heat and air control.
- (5) **Payment:** On or about the 30th day of the month Mobilcomm will send the Customer an invoice covering the maintenance fees for the month (or billing period) plus any extra charges for the payment period, and the Customer shall pay the amount of said invoice within thirty (30) days of its date to Mobilcomm at its principle place of business. Mobilcomm may place a 2% late payment penalty fee on any invoice not paid within these terms. If Customer defaults in payment Mobilcomm may terminate this agreement by giving Customer thirty (30) days notice by certified mail.
- (6) **FCC Records:** Mobilcomm will assist the customer in applying for necessary frequency coordination, and preparation of required FCC documents, but any fees imposed by the FCC or coordination groups are the customer's responsibility.
- (7) **Interruption of Service:** The customer shall notify Mobilcomm in the event of the failure of any unit. Mobilcomm does not assume and shall have no liability under this agreement for failure to provide or for delay in providing maintenance for the equipment due directly or indirectly to causes beyond the control and without the fault or negligence of Mobilcomm, including but not restricted to acts of God, acts of the public enemy, act of the United States, and State, or any political subdivision of the foregoing, acts of the Customer, its agents, employees, or subcontractors, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather conditions, or defaults due to any such causes.
- (8) **Laws And Regulations:** This agreement and the rights and obligations of the parties under it, are subject to present and future valid orders and valid laws, rules, and regulations of duly constituted authorities having jurisdiction.
- (9) **Waiver:** Failure or delay on the part of Mobilcomm or the Customer to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.
- (10) **Prior Negotiations:** This contract constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations and agreements.
- (11) **Amendment:** No revision of this agreement, other than inventory adjustments, shall be valid unless made in writing and signed by Mobilcomm and an authorized agent of the customer.
- (12) **Cancellation:** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

Mobilcomm Inc. 1211 West Sharon Road, Cincinnati, Ohio 45240 513-742-5555 Fax 513-561-5919  
C:\word\MA\_Terms\_and\_Conditions\_08-00.doc / Updated 12/1/92

In Re: Resolution Approving the Fiscal Court Applying for a National Recreational Trails Grant.

Judge Bertram presented the resolution approving the Fiscal Court applying for a National Recreational Trails grant. Judge Bertram reported there was a Public Hearing held for this item. Squire Veirs made a motion to approve the resolution as presented, seconded by Squire Wells, motion carried.  
Resolution recorded as follows:

RESOLUTION

WHEREAS, the Pendleton County Fiscal Court propose to develop recreational resources to provide for the health and well being of the general public, and

WHEREAS, the County intend to make pre-application to the Governor's Office for Local Development for assistance under the National Recreational Trails Grant Program, and

NOW THEREFORE BE IT RESOLVED, that the County authorize Judge Executive Henry Bertram to sign all documents required to file an application with GOLD and contribute the cost of the project land purchase, currently appraised at \$ 84,000, as its local over match toward an overall project cost of \$ 122,267, and

BE IT FURTHER RESOLVED, that in the event a grant is awarded, the County understand that it will sign assurances to comply with all applicable Federal and State laws, rules and regulations, especially Title VI of the Civil Rights Act and Section 504 of the 1973 Rehabilitation Act.

\_\_\_\_\_  
Judge Executive

\_\_\_\_\_  
DATE

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
DATE

(SEAL)



submitted to First Party shall be in form and content in compliance with this Agreement and in conformity with accepted standards of the Second Party's profession. All services are to be rendered in a timely fashion.

**SECTION 2.03.PERFORMANCE INSTRUCTIONS.** In addition to the requirements provided for in Section 2.02, Second Party will perform all services in a manner as may be provided in the Work Statement. If Second Party determines that a conflict exists in delivering services under Sections 2.02 or 2.03, such conflict must be fully explained to First Party in writing prior to the rendering of the services.

**SECTION 3.01.COMPENSATION.** For the services rendered herein, the Second Party shall be entitled to a fee of sixteen thousand nine hundred forty-six dollars and 33 cents (\$16,946.33). Second Party shall not be entitled to reimbursement for expenses in performing any services or providing any documents unless specifically provided in the Work Statement.

**SECTION 3.02.MAXIMUM COMPENSATION.** Second Party acknowledges that the fee for his services shall not exceed the sum of \$16,946.33, and that in no event will First Party be liable to compensate Second Party in excess of this amount.

**SECTION 3.03.COMPENSATION CONTINGENT ON AVAILABILITY OF FUNDS.** Second Party acknowledges that the compensation that may be due or become due to the Second Party is contingent upon receipt of such funds by First Party from the Commonwealth of Kentucky that is responsible for the availability of said funds. Should First Party not receive the funds or sufficient funds to compensate Second Party wholly or partial, Second Party waives, releases and discharges First Party from any obligation hereunder to compensate Second Party.

**SECTION 4.01.TERM.** Unless a different provision is stated in the Work Statement, Second Party shall commence the performance of its services immediately and its services shall terminate upon

acceptable completion of the duties, services or functions by the Second Party as provided herein. The term acceptable completion means acceptable as determined by the First Party and its decision is final.

**SECTION 4.02.EARLY TERMINATION.** This Agreement shall terminate prior to completion as provided in Section 4.01 in the event (a) that the funds necessary for compensation of Second Party are unavailable as determined by First Party; or (b) by termination by First Party on five (5) days written notice for whatever reason. Written notices need not state reason and is effective upon mailing to Second Party by regular U.S. mail, postage pre-paid, at the address of Second Party provided herein. The Second Party will cease the rendering of all services upon receipt of notice or receipt of knowledge of termination, whichever is earlier, and will immediately wrap up all services in progress in order to turn over or return all documents, etc., to First Party.

**SECTION 4.03.PRO-RATA COMPENSATION.** If the services to be rendered by Second Party are not completed as provided by the Work Statement and Section 4.01, First Party shall pay Second Party that portion for services rendered of the total contract price, which bears the same ratio as services performed to the total services contracted for, less any payments already made. If, on the effective date of the termination by notices for reasons other than provided in Section 4.02(a), less than sixty (60) percent of the services covered by this Agreement have been performed, the Second Party shall be further reimbursed for the out-of-pocket expenses incurred by the Second Party, which are directly attributable to the uncompleted portion of the services herein.

**SECTION 4.04.FAILURE OF SECOND PARTY TO PERFORM.** If Second Party shall fail to fulfill, in a timely and proper manner, the duties, services, functions, obligations or covenants of this Agreement, the First Party may terminate this Agreement by giving written notice by regular U.S. mail, postage pre-paid, at the address of Second Party provided herein, no earlier than forty-eight (48) hours before the effective date of such termination. This notice shall state reasons for termination.

**SECTION 4.05.DAMAGES.** If this Agreement is terminated under provisions of Section 4.04, Second Party agrees to reimburse First Party, upon demand, for any losses or expenses incurred to complete project through whatever method as well as any incidental or consequential damages.

**SECTION 5.01.OWNERSHIP OF REPORTS.** Any reports, information, data, studies, surveys, or other materials prepared or gathered by the Second Party under this Agreement shall be the Property of the First Party. All reports, and other documents, completed as a part of this Agreement, other than documents exclusively for internal use by the First Party shall carry a notation on the front cover of the title page, as required in the Work Statement.

**SECTION 5.02.COPYRIGHTS.** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The First Party has unrestricted authority to publish, disclose, distribute, and other use, in whole or in part, any reports, data or other materials prepared under this Agreement.

**SECTION 5.03.OWNERSHIP OF REPORTS UPON TERMINATION.** In the event of termination of the Agreement, all finished or unfinished documents, data, studies, surveys, and reports or other materials prepared by the Second Party under this Agreement, shall, at the option of the First Party, become its property.

**SECTION 5.04.INSPECTION OF REPORTS.** At any time during normal business hours and as often as the First Party deems desirable, the Second Party shall make available to First Party, the Commonwealth of Kentucky, United States Comptroller General or other agencies or individuals for examination, all of its records with respect to matters covered by this Agreement, whereupon the aforementioned agencies or individuals shall be permitted to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matter covered by this Agreement.

**SECTION 5.05.CONFIDENTIALITY.** Any reports, information, data given to or prepared or assembled by the Second party under this contract which the First Party requests to be kept confidential shall not be made available to any individual or organization by the Second Party without the prior written approval of the First Party.

**SECTION 6.01.NON-DISCRIMINATORY PRACTICES.** The Second Party will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Second Party shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. The Second Party agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this non-discrimination clause. The Second Party will in all solicitations or advertisements for employees, placed by or on behalf of the Second Party, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Second Party will cause the foregoing provisions to be inserted in all sub-contracts for any work covered by this Agreement, so that such provisions will be binding upon each sub-contracts provided that the foregoing provisions shall not apply to contracts or sub-contracts for standard commercial supplies or raw materials.

- (a) The Second Party shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the appropriate state and/or Federal agencies may require.
- (b) The Second Party agrees to comply with such rules, regulations or guidelines as the appropriate state and/or federal agencies may issue to implement these requirements.

**SECTION 6.02.CONFLICTS OF INTEREST.** No officer, member or employee of the First Party and no members of its governing body, and no other public official of the governing body of the locality or

localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement, which affects his personal interest or the interests of any corporation, partnership or association in which he is directly or indirectly interested or have any personal or pecuniary interest direct or indirect, in this Agreement or the proceeds thereof.

**SECTION 6.03. EXCLUSIVE PERFORMANCE.** The Second Party covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed under this Agreement. The Second Party, further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

**SECTION 6.04. GOVERNMENTAL INVOLVEMENT.** No members of, or delegate to the Congress of the United States of America shall be admitted to any share or part thereof, or to any benefits to arise here from.

**SECTION 7.01. NON-ASSIGNABILITY.** The Second Party shall not assign any interest in this Agreement, and shall not transfer any interest in the same; provided, however, that claims for money due to the Second Party from the First Party under this Agreement, may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the First Party.

**SECTION 8.01. AMENDMENTS.** The First Party may, from time to time, require changes in the Work Statement of the Second Party to be performed hereunder, Such changes, including any increase or decrease in the amount of the Second Party's compensation, which are mutually agreed upon by and between the First Party and the Second Party, shall be incorporated in written amendments to this agreement.

IN WITNESS HEREOF, the First Party, by its authorized agent and the Second Party, by its Executive Director and each warranting their authority to execute this Agreement on behalf of their principal, hereto set their hands to this Agreement on this, the 3rd day of January, 2008.

FIRST PARTY:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

SECOND PARTY:  
NORTHERN-KENTUCKY AREA DEVELOPMENT DISTRICT

*[Signature]*  
EXECUTIVE DIRECTOR

ATTEST:

*[Signature]*  
\_\_\_\_\_

SCOPE OF WORK  
STATEMENT

A.

1. Provide Technical area of Community assistance to the Pendleton County Fiscal Court in the Development as follows:

- Work with Judge/Executive and Fiscal Court to identify community projects.
- Facilitate project development.
- Coordinate public participation requirements as appropriate for projects.
- Explore financial resources available
- Act as a liaison to federal and state agencies.
- Where appropriate, package requests for financial assistance.

Community Development projects may include water, wastewater, housing, community facilities and other projects identified by the Judge/Executive and Fiscal Court.

2. Submit quarterly Progress Reports to Judge/Executive.
3. Attend Fiscal Court Meetings on an as needed basis.

B. Compensation

- Lump sum of \$16,946.33.00

C. Method of Payment:

- Invoices quarterly.

In Re: Budget Account Transfers.

Judge Bertram presented and read the Budget Account Transfers. Whereupon a motion was made by Squire Veirs, seconded by Squire Wells, carried, that the following Budget Account Transfers be accepted as presented. Transfers recorded as follows:

PENDLETON COUNTY FISCAL COURT  
TUESDAY JANUARY 22, 2008  
7:00 PM

COURT ORDER TRANSFERS

**BUDGET ACCOUNT TRANSFERS:**

General Fund

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

01-9100-531 Bond Premiums \$ 10.00

Road Fund

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

02-6105-742 Building and Construction \$ 7,750.00

LGEA Fund

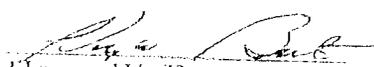
Transfer from (04-9200-999) Reserve for Transfers to the following accounts:

04-5136-441 Homeland Security Machinery & Equip. \$23,400.00

Ambulance Fund

Transfer from (09-9200-999) Reserve for Transfers to the following accounts:

09-5140-445 Office Supplies \$ 100.00  
09-5140-571 Renewals & Repairs \$ 150.00

  
Henry W. Bertram  
County Judge/Executive

Date: 1/22/08

  
Darlene Smeal  
Fiscal Court Clerk

Date: 1/22/08



**TACKETT EXTERIOR REMODELING**

507 S. Liberty  
 FALMOUTH, KY 41040  
 (800) 391-3711  
 Siding, Windows & Seamless Gutters

**SALES ORDER**  
 001101

DATE: 10/12/07

PENDRITON CO. ROAD DEPT  
 FALMOUTH KY 41040

ORDER NO. WHEN SHIP HOW SHIP TERMS BUYER SALESPERSON

CONSTRUCTION OF 46' x 24' CONCRETE  
 CYLINDRICAL SHEDS WITH 6 SECTIONS  
 3" DEEP x 24" WIDE  
 REINFORCED WITH #4 REBAR 2' OC  
 8' x 8' WALLS W/ #4 REBAR 2' OC  
 4" PADE FOR ROOF  
 METAL PANELS  
 FASCIA AND GUTTERS INSTALLED WITH RAIN  
 CAPS  
 1 FT OVER HANGS  
 GUTTERS AND DOWNSPUTS  
 1" x 2" x 1/2" LAG BOLTS  
 ALL OTHER CONSTRUCTION  
 AT HODMAN ARCHITECTURE SPECS  
 TOTAL PRICE \$27,377.00  
 AND 43 GUTTERS TO BE INSTALLED  
 \$3,260.00  
 TOTAL \$30,637.00

SPECIAL INSTRUCTIONS  
 SEND ON DETAIL SHEET

Thank You

County Building Bids  
 October 15, 2007

Tackett Exterior Remodeling.....	\$27,377.00
Center Miller.....	\$3,260.00

**Pendleton County Fiscal Court**  
 Appropriation Ledger  
 Detail Style As Of: 01/22/2008

Account No. 02-6105-742-

Fiscal Year 2007-2008

Name BUILDING AND CONSTRUCTION

Budget Amount \$25,000.00

Date	Vendor	Description	Check	Amendments	Transfers +/-	Total Available	Claims Amount	Ascending Bal.	Free Balance
07/24/07	HOWARD JOH	DRAWING FOR BARN ON HWY 330	004783			25,000.00	100.00	100.00	24,900.00
08/14/07	DUJLDCODE	PLAN REVIEW FEE - STORAGE BUILDING	004818			24,900.00	200.00	300.00	24,700.00
08/14/07	MILLER	DRAWINGS FOR STORAGE BUILDING	004819			24,700.00	250.00	550.00	24,450.00
12/11/07	TACKETT	1ST DRAW ON CONSTRUCTION OF STORA	005001			24,450.00	20,000.00	20,550.00	4,450.00
01/22/08	TACKETT	FINAL PAYMENT ON SHED				4,450.00	11,987.00	32,537.00	(1,537.00)

**In Re: Payment of Claims.**

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

**Pendleton County Fiscal Court**

**Voucher Claims Register**

General Fund

From: 01/22/2008 To: 01/22/2008

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	07-5156	Vendor OFFICEDEPO	OFFICE DEPOT			
					Voucher Date	01/22/2008
07-0122	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES		017631	OFFICE SUPPLIES JUDGES OFFICE	82.36
07-0122	01-5205-402-	KENNEL SUPPLIES & EQUIPMENT DONATIONS		017631	HP DESKJET PRINTER	79.99
07-0122	01-5205-403-	ANIMAL FOOD AND SUPPLIES		017631	OFFICE SUPPLIES ANIMAL SHELTER	17.99
		Printed On Check 009606				180.34
Voucher No.	07-5157	Vendor CJS	CENTRAL JANITORIAL SUPPLY			
					Voucher Date	01/22/2008
07-0122	01-5080-411-	CUSTODIAL SUPPLIES	40618	07616	FLOOR STRIPPER	66.70
		Printed On Check 009607				66.70
Voucher No.	07-5158	Vendor ARAMARK	ARAMARK UNIFORM SERVICES, INC.			
					Voucher Date	01/22/2008
07-0122	01-5080-411-	CUSTODIAL SUPPLIES		017534	NOVEMBER MAT RENTAL COURTHOUSE	379.35
07-0122	01-5086-411-	CUSTODIAL SUPPLIES ANNEX BLDG.		017534	NOVEMBER MAT RENTAL ANNEX BLDG.	84.05
		Printed On Check 009608				463.40
Voucher No.	07-5159	Vendor BECKY'S FL	BECKY'S FLOWER BASKET			
					Voucher Date	01/22/2008
07-0122	01-5025-499-	OTHER SUPPLIES	1424	017657	FLOWERS FOR FUNERAL OF MAX GOLDBERG	45.00
		Printed On Check 009609				45.00
Voucher No.	07-5160	Vendor KCJEA	KCJEA/KMCA			
					Voucher Date	01/22/2008
07-0122	01-5025-569-	REGISTRATION/CONFERENCES	2654	017641	KCJEA WINTER CONFERENCE REGISTRATION - G. VEIRS	185.00
		Printed On Check 009810				185.00
Voucher No.	07-5161	Vendor MOORE'S	MOORE'S GLASS & METAL FABRICATING INC.			
					Voucher Date	01/22/2008
07-0122	01-5065-593-	VOTING MACHINE MAINTENANCE	374451	017636	CLEAR & TEST VOTING MACHINES	75.00
		Printed On Check 009811				75.00
Voucher No.	07-5162	Vendor C&D FIRE	C&D FIRE PROTECTION			
					Voucher Date	01/22/2008
07-0122	01-5080-571-	COURTHOUSE RENEWALS & REPAIRS	749179	017659	SERVICE INSPECTION ON FIRE PROTECTION EQUIPMENT	119.00
		Printed On Check 009812				119.00
Voucher No.	07-5163	Vendor CROUCH'S	BRIAN CROUCH-CROUCH'S LAWN CARE			
					Voucher Date	01/22/2008
07-0122	01-5090-571-	COURTHOUSE RENEWALS & REPAIRS	485383	017639	SALT	100.00
		Printed On Check 009813				100.00
Voucher No.	07-5164	Vendor D-C ELEVAT	D-C ELEVATOR COMPANY, INC.			
					Voucher Date	01/22/2008
07-0122	01-5080-571-	COURTHOUSE RENEWALS & REPAIRS	126511	017642	MONTHLY ELEVATOR MAINTENANCE	80.25
		Printed On Check 009814				80.25
Voucher No.	07-5165	Vendor CLAY CLIFF	CLAY CLIFFORD			
					Voucher Date	01/22/2008
07-0122	01-5085-571-	CO PROPERTIES - RENEWALS & REPAIRS		017646	WELDING CIRCUIT	475.24
		Printed On Check 009815				475.24
Voucher No.	07-5166	Vendor MIDWEST	MIDWEST BOTTLE GAS INC.			
					Voucher Date	01/22/2008
07-0122	01-5085-578-	UTILITIES RADIO TOWER BUILDINGS		017643	GAS FOR BACK-UP GENERATORS	214.87
		Printed On Check 009816				214.87
					Voucher Totals	

General Fund

From: 01/22/2008 To: 01/22/2008

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	07-5167	Vendor TRASCARE	TRASCARE OF KENTUCKY INC.			
					Voucher Date	01/22/2008
07-0122	01-5133-315-	ADVANCE LIFE SUPPORT CONTRACT	3099	017656	ALS CONTRACT FOR DECEMBER 2007	21,666.67
		Printed On Check 009817				21,666.67
Voucher No.	07-5168	Vendor FAMILY	FAMILY DOLLAR STORES			
					Voucher Date	01/22/2008
07-0122	01-5205-403-	ANIMAL FOOD AND SUPPLIES	554915	017637	SUPPLIES FOR ANIMAL SHELTER	8.99
		Printed On Check 009818				8.99
Voucher No.	07-5169	Vendor ST ELIZA	ST ELIZABETH MEDICAL CENTER -ERLANGER			
					Voucher Date	01/22/2008
07-0122	01-5205-403-	ANIMAL FOOD AND SUPPLIES		017644	PRE EMPLOYMENT DRUG SCREEN - K. GREEN	10.50
		Printed On Check 009819				10.50
Voucher No.	07-5170	Vendor GARYMAXWEL	GARY MAXWELL			
					Voucher Date	01/22/2008
07-0122	01-5205-403-	ANIMAL FOOD AND SUPPLIES		017648	REIMBURSEMENT FOR POSTAGE	7.65
		Printed On Check 009620				7.65
Voucher No.	07-5171	Vendor 109 BOARD	PENDLETON COUNTY 109 BOARD			
					Voucher Date	01/22/2008
07-0122	01-5215-366-	SOLID WASTE CONTRACTED SERVICES		017655	REIMBURSEMENT FOR A LITTER PICKUP	500.00
		Printed On Check 009821				500.00
Voucher No.	07-5172	Vendor PUBLIC PRO	KENTUCKY STATE TREASURER			
					Voucher Date	01/22/2008
07-0122	01-9100-332-	LEGAL FEES		017654	PUBLIC PROPERTIES CORP. ANNUAL REPORT & FILING FEE	4.00
		Printed On Check 009822				4.00
Voucher No.	07-5173	Vendor KACO INS	KACO INSURANCE AGENCY			
					Voucher Date	01/22/2008
07-0122	01-9100-531-	BOND PREMIUMS		017849	ADD'L PREMIUM ON SHERIFF'S REPAYMENT OF ADV. BOND	27.40
		Printed On Check 009823				27.40
Voucher No.	07-5199	Vendor SCHLUEIER	JENNY SCHLUEIER			
					Voucher Date	01/22/2008
07-0122	01-5001-563-	CO. JUDGE/EXEC., POSTAGE		017663	REIMBURSEMENT FOR POSTAGE	6.45
		Printed On Check 009824				6.45
					Voucher Totals	
					19 Vouchers Printed Totalling	24,296.46

## Road Fund

From: 01/22/2008 To: 01/22/2008

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	07-5174	Vendor OFFICEDEPO	OFFICE DEPOT			
					Voucher Date	01/22/2008
07-0222	02-6103-445-	ROAD SUPERVISOR - OFFICE SUPPLIES	414660432-001	022939	OFFICE SUPPLIES	33.64
		Printed On Check 005045				
					Voucher Totals	33.64
Voucher No.	07-5175	Vendor C&D FIRE	C&D FIRE PROTECTION			
					Voucher Date	01/22/2008
07-0222	02-6105-447-	ROAD MATERIALS	740177	022956	SERVICE ON FIRE EXT. AND NEW EXTINGUISHERS	792.50
		Printed On Check 005046				
					Voucher Totals	792.50
Voucher No.	07-5176	Vendor SCOTT-GRO	SCOTT-GROSS COMPANY, INC.			
					Voucher Date	01/22/2008
07-0222	02-6105-447-	ROAD MATERIALS	513473	022955	OXYGEN CYLINDERS	25.73
		Printed On Check 005047				
					Voucher Totals	25.73
Voucher No.	07-5177	Vendor CO CLERK	PENDLETON COUNTY CLERK			
					Voucher Date	01/22/2008
07-0222	02-6105-447-	ROAD MATERIALS		022954	REGISTRATION FEES FOR 07 MACK	37.00
		Printed On Check 005048				
					Voucher Totals	37.00
Voucher No.	07-5178	Vendor HALL SIGNS	HALL SIGNS INC.			
					Voucher Date	01/22/2008
07-0222	02-6105-447-	ROAD MATERIALS	229642	022916	DECEMBER SIGNS	1,362.88
		Printed On Check 005049				
					Voucher Totals	1,362.88
Voucher No.	07-5179	Vendor BRANDEIS	BRANDEIS			
					Voucher Date	01/22/2008
07-0222	02-6105-447-	ROAD MATERIALS	X33299	022944	BEARING FLANGE	323.11
		Printed On Check 005050				
					Voucher Totals	323.11
Voucher No.	07-5180	Vendor TORCO TEST	TORCO TESTING SERVICES, INC.			
					Voucher Date	01/22/2008
07-0222	02-6105-447-	ROAD MATERIALS	12598	022943	STRUCTURAL TEST OF TRUCK BUCKET	226.00
		Printed On Check 005051				
					Voucher Totals	226.00
Voucher No.	07-5181	Vendor FREIGHTLIN	FREIGHTLINER TRUCKS			
					Voucher Date	01/22/2008
07-0222	02-6105-447-	ROAD MATERIALS	C007162015:01	022942	4-TRIANGLE FLARE KITS	59.40
		Printed On Check 005052				
					Voucher Totals	59.40
Voucher No.	07-5182	Vendor TACKETT	STACEY TACKETT- TACKETT EXTERIOR REMODEL			
					Voucher Date	01/22/2008
07-0222	02-6105-742-	BUILDING AND CONSTRUCTION	001105	022948	FINAL PAYMENT ON SHED	11,987.00
		Printed On Check 005053				
					Voucher Totals	11,987.00
Voucher No.	07-5183	Vendor HILLTOP	HILLTOP STONE LLC			
					Voucher Date	01/22/2008
07-0222	02-6105-409-	CRUSHED STONE & GRAVEL	848041	022952	CRUSHED STONE & GRAVEL 1-10-2008	99.74
		Printed On Check 005054				
					Voucher Totals	99.74
					10 Vouchers Printed Totalling	14,947.00

## Jail Fund

From: 01/22/2008 To: 01/22/2008

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	07-5184	Vendor OFFICEDEPO	OFFICE DEPOT			
					Voucher Date	01/22/2008
07-0322	03-5101-445-	OFFICE SUPPLIES	414661385-001	031369	OFFICE SUPPLIES	4.79
		Printed On Check 004608				
					Voucher Totals	4.79
Voucher No.	07-5185	Vendor SHERIFF	PENDLETON COUNTY SHERIFF			
					Voucher Date	01/22/2008
07-0322	03-5101-455-	PETROLEUM PRODUCTS - GAS, OIL, ETC.		031372	DECEMBER TRANSPORTS - 2,480 MILES @0.35	868.00
		Printed On Check 004611				
					Voucher Totals	868.00
Voucher No.	07-5186	Vendor BURLPHARMA	BURLINGTON PHARMACY			
					Voucher Date	01/22/2008
07-0322	03-5101-549-	ROUTINE MEDICAL		031373	MEDICATION FOR INMATE R. PHILLIPS	10.49
		Printed On Check 004612				
					Voucher Totals	10.49
					3 Vouchers Printed Totalling	883.28

## L.G.E.A. Fund

From: 01/22/2008 To: 01/22/2008

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	07-5187	Vendor FALMOUTH	CITY OF FALMOUTH			Voucher Date 01/22/2008
07-0422	04-5120-507-	FIRE DEPARTMENT CONTRIBUTIONS		041723	DECEMBER FIRE RUNS	5,115.00
		Printed On Check 002950				Voucher Totals 5,115.00
Voucher No.	07-5188	Vendor C&D FIRE	C&D FIRE PROTECTION			Voucher Date 01/22/2008
07-0422	04-5135-571-	RENEWALS AND REPAIRS		041729	SERVICE INSPECTION ON FIRE PROTECTION EQUIPMENT	45.00
		Printed On Check 002951				Voucher Totals 45.00
Voucher No.	07-5189	Vendor RICK'S H/A	RICK'S HEATING AND AIR			Voucher Date 01/22/2008
07-0422	04-5135-571-	RENEWALS AND REPAIRS		041725	REPLACED BURIED OFF WIRE ON CONTACTOR	265.00
		Printed On Check 002952				Voucher Totals 265.00
Voucher No.	07-5190	Vendor CDW-G	CDW-G			Voucher Date 01/22/2008
07-0422	04-5136-441-	HOMELAND SECURITY MACHINERY & EQUIP.		041726	HOMELAND SECURITY - MD1'S & INSTALLATION	23,389.44
		Printed On Check 002953				Voucher Totals 23,389.44
Voucher No.	07-5191	Vendor RECREATION	COMMUNITY RECREATION COMMISSION			Voucher Date 01/22/2008
07-0422	04-5405-107-	RECREATION - SUPERDIRECTOR		041730	JANUARY 1/2 SALARY RECREATION DIRECTOR	1,733.09
		Printed On Check 002954				Voucher Totals 1,733.09
						5 Vouchers Printed Totalling 30,547.53

## 911 Fund Fund

From: 01/22/2008 To: 01/22/2008

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	07-5196	Vendor OFFICEDEPO	OFFICE DEPOT			Voucher Date 01/22/2008
07-7522	75-5145-445-	911 OFFICE SUPPLIES		414055434-001	751028 OFFICE SUPPLIES	270.78
		Printed On Check 001721				Voucher Totals 270.78
Voucher No.	07-5197	Vendor OFFICEDEPO	OFFICE DEPOT			Voucher Date 01/22/2008
07-7522	75-5145-445-	911 OFFICE SUPPLIES		409960222-001	751016 OFFICE SUPPLIES	252.41
		Printed On Check 001722				Voucher Totals 252.41
						2 Vouchers Printed Totalling 523.19

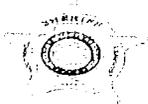
## Ambulance Fund

From: 01/22/2008 To: 01/22/2008

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	07-5192	Vendor PEND EMS	PENDLETON COUNTY EMS, INC			Voucher Date 01/22/2008
07-0922	09-5140-303-	AMBULANCE SERVICE		092146	FEBRUARY AMBULANCE SERVICE PER CONTRACT	24,631.67
		Printed On Check 003350				Voucher Totals 24,631.67
Voucher No.	07-5193	Vendor OFFICEDEPO	OFFICE DEPOT			Voucher Date 01/22/2008
07-0922	09-5140-445-	OFFICE SUPPLIES		414800392-001	092141 JANUARY OFFICE SUPPLIES	59.42
		Printed On Check 003351				Voucher Totals 59.42
Voucher No.	07-5194	Vendor SCOTT-GRO	SCOTT-GROSS COMPANY, INC.			Voucher Date 01/22/2008
07-0922	09-5140-550-	MEDICAL SUPPLIES		092144	COMPRESSED OXYGEN - SEPTEMBER '07	68.50
		Printed On Check 003354				Voucher Totals 68.50
Voucher No.	07-5195	Vendor JONGOSNEY	JON GOSNEY - ELECTRICAL SERVICES			Voucher Date 01/22/2008
07-0922	09-5140-571-	RENEWALS & REPAIRS		4176	092145 LABOR & MATERIAL ELECTRIC SMOKE DETECTORS	190.67
		Printed On Check 003355				Voucher Totals 190.67
						4 Vouchers Printed Totalling 24,950.26

In Re: Closing Remarks.

Judge Bertram explained for the Pendleton County Sheriff's office to become accredited through the Kentucky Chiefs of Police Association Standards the office needs to undergo some remodeling to the lobby area and the upstairs evidence room area. The estimated cost is five thousand dollars (\$5,000.00). He reported that is a County Building and the cost would come from the County budget. Discussion held. Judge Bertram reported this would create a savings on the insurance. This was presented for information only. Information recorded as follows:



PENDLETON COUNTY SHERIFF'S  
DEPARTMENT  
202 CHAPEL STREET • FALMOUTH, KENTUCKY 41040  
Office (859) 654-4511 Fax (859) 654-5974  
Dispatch Center (859) 654-3300



Charles Wm. "Craig" Peoples, *Sheriff*

Paul Vater, *Chief Deputy*

January 22, 2008

Pendleton County Fiscal Court

Re: Accreditation for Pendleton County Sheriff's Office

To become Accredited through the Kentucky Chiefs of Police Association Standards the office is needing to undergo some remodeling to its lobby area and to the upstairs evidence room area, as well as policy revisions which are nearly completed. Would like to have KACP review policy and accreditation manuals and remodeling either late February or early March. Cost for remodeling is \$ 5,000.00 from Olympic Contracting. There will be some basic equipment costs for the evidence room upgrade. Below is some information as to why accreditation is important.

To develop a comprehensive, well thought out, uniform set of written directives. This is one of the most successful methods for reaching administrative and operational goals, while also providing direction to personnel.

To provide the necessary reports and analyses a CEO needs to make fact-based, informed management decisions.

To develop a preparedness program to be put in place -- so an agency is ready to address natural or man-made unusual occurrences.

To develop or improve upon an agency's relationship with the community.

and to strengthen an agency's accountability, both within the agency and the community, through a continuum of standards that clearly define authority, performance, and responsibilities.

To provide backbone in cases of potential law suits and potentially reduce liability insurance for the county.

Without question, accreditation facilitates any agency's pursuit of professional excellence.

Accreditation, whether it is a state or national program, is likely to continue to prove to be the best future mechanism and management tool for administrators and communities to assure effective organization of their public safety functions. (quote from John Bizzack, Commissioner DOCJT).

Craig

Judge Bertram reported that in Mine Severance four hundred and forty thousand dollars (\$440,000.00) was budget and to date the receipts are three hundred thirty four thousand two hundred sixty two dollars and twenty seven cents (\$334,262.27). He reported last year four hundred thousand dollars (\$400,000.00) budget and received three hundred seventy three nine hundred nineteen dollars and fifty two cents (\$373,919.52). He stated with the anticipation of the additional kelm creating more revenue, the

amount budgeted was increased by forty thousand dollars (\$40,000.00), this did not hold true and the additional revenue was not created.

This was for informational purposes only, no action taken. Information recorded as follows:

Pendleton County Fiscal Court					
Cash Receipts Ledger Detail					
As Of: 02/28/2007					
Account No.	04-4529-		Fiscal Year 2006-2007		
Name	MINERALS SEVERANCE TAX		Budget Amount	\$400,000.00	
Date	Batch	Description	Receipt Amount	Received To-Date	Anticipated Receipts
08/02/2006	02-9502	FRANKFORT - 1ST QTR MINERAL SEVERANCE	112,631.65	112,631.65	287,368.35
10/23/2006	04-9523	FRANKFORT - 2ND QUARTER MINERAL SEVERANCE	125,812.24	238,443.89	161,556.11
02/05/2007	08-9505	FRANKFORT - 3RD QUARTER MINERAL SEVERANCE	135,475.63	373,919.52	26,000.48

Pendleton County Fiscal Court					
Cash Receipts Ledger Detail					
As Of: 01/22/2008					
Account No.	04-4529-		Fiscal Year 2007-2008		
Name	MINERALS SEVERANCE TAX		Budget Amount	\$440,000.00	
Date	Batch	Description	Receipt Amount	Received To-Date	Anticipated Receipts
07/17/2007	01-9517	FRANKFORT - MINERAL SEVERANCE	106,582.08	106,582.08	333,417.92
10/22/2007	04-9522	FRANKFORT - MINERAL SEVERANCE	129,960.90	236,542.98	203,457.02
01/22/2008	07-9522	3RD QUARTR MINERAL SEVERANCE	97,719.29	334,262.27	105,737.73

Judge Bertram reported per Phillip Hart the motor in ambulance #2 has gone bad. Mr. Hart had Timmy Thorton check the vehicle and it was reported to be in very bad condition. He reported the ambulance struggles to make it up hill. Phillip Hart has checked and can get a re-manufactured crate motor with installation and a two year warranty full warranty for five thousand dollars (\$5,000.00). Discussion held. It was the Fiscal Courts opinion to replace the motor.

**In Re: Adjournment.**

A motion was made by Squire Veirs, seconded by Squire Whaley, carried, that this meeting be adjourned at 8:15 o'clock P.M., to meet again in regular session on February 12<sup>TH</sup>, 2008 at 7:00 P.M., Subject to any call meetings.

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 PENDLETON COUNTY JUDGE/EXECUTIVE

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 PENDLETON COUNTY CLERK