

**PENDLETON COUNTY FISCAL COURT  
MAY TERM, MAY 22, 2012  
COURT MET PURSANT TO ADJOURNMENT  
WITH  
HONORABLE HENRY BERTRAM, COUNTY JUDGE/EXECUTIVE  
PRESIDING**

---

MEMBERS PRESENT: Alan Whaley, Gary Veirs, Bob Fogle and David Fields

MEMBERS ABSENT: None

COUNTY ATTORNEY: Jeff Dean

Invocation was given by County Attorney, Jeff Dean, and the Pledge of Allegiance was lead by Judge Bertram.

**In Re: Approval of Agenda**

Judge Bertram presented the agenda for this meeting and ask that it be amended to include item 14A – acknowledgement of Barb Dickison to the Pendleton County Planning Commission, whereby Squire Whaley made a motion, seconded by Squire Fields that the agenda be approved as amended, motion carried.

**In Re: Approval of Minutes**

Fiscal Court Clerk, Vicky King, presented the minutes from the May 8<sup>th</sup>, 2012 meeting, whereupon Squire Veirs made a motion to approve the minutes as presented, seconded by Squire Fogle, motion carried.

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

Pendleton County Treasurer, Vicky King, presented the court with a written report for the month of April at the May 8<sup>th</sup>, 2012 meeting, Squire Fields made a motion to approve the report as presented, seconded by Squire Whaley, motion carried.

**In Re: Public Hearing to Discuss the County's Spending of LGEA and Road Aid Funds**

Squire Veirs made a motion to go into a public hearing to discuss the use of the County LGEA and Road Aid Funds, seconded by Squire Whaley, motion carried.

Judge Bertram ask for comments regarding the use of the LGEA and Road Aid Funds and being no comments, Squire Fields made a motion to return to open session, seconded by Squire Fogle, motion carried.

**PUBLIC NOTICE**

Public hearing regarding proposed use of County Road Aid and  
Local Government Economic Assistance Funds

A public hearing will be held by Pendleton County at the courthouse on Tuesday, May 22<sup>nd</sup>, 2012 at 7:00 PM for the purpose of obtaining citizen comments regarding the possible uses of the County Road Aid (CRA) and Local Government Economic Assistance (LGEA) Funds. All interested persons in Pendleton County are invited to the hearing to submit oral or written comments on possible uses of the CRA & LGEA Funds. Any person(s) who cannot submit written comments or attend the public hearing but wishes to submit comments, should call the Office of the County Judge/Executive at 654-4321 by May 22<sup>nd</sup>, 2012 so that arrangements can be made to secure their comments.

**In Re: Emergency Budget Amendment for Last Summer's Blacktop Funding**

Judge Bertram presented a read an emergency budget amendment increasing the road fund revenues by \$400,000.00 to include unbudgeted receipts from the transportation cabinet. This emergency amendment was necessary to keep the fund operating through the remainder of the fiscal year. Squire Whaley made a motion to approve the budget amendment, seconded by Squire Veirs, motion carried.

941124  
Ordinance

**Pendleton County Fiscal Court**  
**Budget Amendment**

Amendment

*AN ORDINANCE relating to the Fiscal Year 2011-2012 annual budget and amendment thereof. Whereas the Pendleton County Fiscal Court has realized unbudgeted receipts from the following funds. Be it ordained by the Pendleton County Fiscal Court of the Commonwealth of Kentucky:*

**Section One:** The budget for Fiscal Year 2011-2012 is amended to:  
Increase/Decrease the receipts of the Road fund(s)  
by \$400,000.00 to include unbudgeted receipts from:

A. Receipts			
Fund	Account No.	Description	Amount
Road	02-4514-	TRANSPORTATION CABINET	\$400,000.00
<b>Total Amended Revenues</b>			<b>\$400,000.00</b>

B. Approp.			
Fund	Account No.	Description	Amount
Road	02-6106-147-	ROAD MATERIALS	\$400,000.00
<b>Total Amended Appropriations</b>			<b>\$400,000.00</b>

**Section Two:** The amounts adjusting the revenue and appropriation accounts in Section One are for governmental purposes.

**EMERGENCY AMENDMENT**

This Budget Ordinance Amendment was duly adopted by the Pendleton County Fiscal Court,  
Commonwealth of Kentucky, on this the \_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Henry Bertram, County Judge/Executive

**In Re: Approval of Standing Orders for Fiscal Year 2012-2013**

Judge Bertram presented the standing orders for Fiscal Year 2013, whereby Squire Veirs made a motion, seconded by Squire Fields that the standing orders be approved as presented, motion carried.

**ANNUAL STANDING ORDER TO PRE-APPROVE CERTAIN RECURRING EXPENSES**

Pursuant to KRS 68.275(3), "The fiscal court may adopt an order, to pre-approve the payment of monthly payroll and utility expenses. No other expenses shall be pre-approved pursuant to this subsection without the written consent of the State Local Finance Officer...". The Fiscal Court of Pendleton County in accordance with state law hereby orders recurring expenses for Payroll and Utilities be paid when due.

The fiscal court of Pendleton County further orders upon the written consent of the State Local Finance Officer the following expenses be paid when due:

Account Number	Description
9400-205	Employee Health & Life Insurance
01-5065-192	Election Officers Salary
01-5065-193	Election Commissioners Salary
01-5065-194	Election Tabulators
01-5010-199	County Clerk Fees
07-5220-743	CDBG Projects

It is hereby acknowledged the above standing orders shall expire after July 1 of each fiscal year and no more payments designated in the standing order shall be pre-approved unless a new order is adopted by the fiscal court of \_\_\_\_\_ County according to the provisions of KRS 68.275(3).

Motion made by: \_\_\_\_\_  
Seconded by: \_\_\_\_\_

Vote: \_\_\_\_\_

Signature: Henry Bertram \_\_\_\_\_ Date: \_\_\_\_\_  
County Judge Executive

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
State Local Finance Officer

**In Re: County Road Aid Coop Agreement for 2012-2013**

Judge Bertram presented the proposed County Road Aid Cooperative Contract and Resolution for FY 2013, whereby Squire Whaley made a motion, seconded by Squire Fogle that the Contract and Resolution be approved as presented, motion carried.



CONTRACT

THIS CONTRACT is made between the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid and the Fiscal Court of PENDLETON County, Kentucky.

The initial apportionment to the county is 60% of its total allocation based on revenue estimates supplied by the Office of State Budget Director, less three (3) percent set aside for an emergency fund. For the fiscal year beginning July 1, 2012, this amount is \$618,932.00. This amount, when added to any subsequent apportionments and any unencumbered balance of prior apportionments to the said county will be expended by the Kentucky Department of Rural and Municipal Aid to aid the county in the maintenance, reconstruction, or construction of county roads in said county.

The Fiscal Court hereby agrees and directs that their pro rata share of the County Road Aid Fund, due monthly from the Finance Cabinet, be assigned to the Transportation Cabinet's Division of Accounts for Fiscal Year 2013.

Page 1 of 6

Unless specifically excluded within this contract, all county roads and streets are a part of this contract. This includes all structures lying within the limits of the project.

SPECIAL PROVISIONS

The Department of Rural and Municipal Aid will disburse funds to the county of PENDLETON for materials, labor, and equipment necessary for the county to accomplish maintenance, repairs, and improvements on county roads. This assistance is extended insofar as funds are available from the county's share of the County Road Aid Program allocation reflected by this Contract. The county will be responsible for all costs in excess of the County Road Aid funds.

The Department of Rural and Municipal Aid may assist the county in fulfilling its road maintenance, repairs, and improvement needs by the following methods:

- (a) Disburse funds to the county for materials and work performed by Contract.
- (b) Disburse funds to the county for materials obtained by contract.
- (c) Disburse funds to the county for rental or purchase of road maintenance and construction equipment. Rental rates shall be based on current edition of the "Blue Book for Rental of Equipment" or the Transportation Cabinet's official rental rates.

Page 2 of 6

- (d) Disburse funds to the county for the hourly rate for personnel who perform the work. This rate may include employee fringe benefits such as leave overlay, retirement, social security, insurance, etc.

GENERAL PROVISIONS

The Fiscal Court stipulates and hereby certifies that all County Road Aid Funds will be expended within the right-of-way limits of county roads and their appurtenances. This Contract does not relieve county government of its responsibility for county roads and bridges.

The county will acquire any right-of-way contemplated under this Contract. The county also assumes responsibility for any claims for damages arising from such acquisitions.

The county will hold harmless and save the Commonwealth of Kentucky Transportation Cabinet and its officials and employees free from all claims or liability for damages of any nature whatsoever due to or arising from the performance of this Contract.

The county will reimburse the Department of Rural and Municipal Aid for any loss it may sustain arising out of performance of this Contract by the Department. Such loss as sustained by the Department of Rural and Municipal Aid may be charged to this county's apportionment in this or future fiscal years.

Page 3 of 6

CRA COOP CONTRACT BETWEEN KYTC AND PENDLETON COUNTY (\$618,932.00)

Should any balance of the county's apportionment remain after performance of this Contract, such balance will remain to the credit of the county for performance of future Contracts by the Department of Rural and Municipal Aid.

It is agreed that any materials purchased by the Department of Rural and Municipal Aid and delivered to the county shall be used by county only on county roads and bridges.

The general administration of the program herein designated shall be under the jurisdiction of the Department of Rural and Municipal Aid.

Should conditions arise which, in the judgment of the Commissioner of Rural and Municipal Aid, render it burdensome to the general welfare of the Commonwealth to continue any work commenced under terms of this Contract, the Department may suspend or curtail such work.

It is further agreed between the parties hereto that all obligations incurred under this Contract are subject to any law or regulations now existing or hereafter enacted or promulgated. The Fiscal Court acknowledges its total responsibility for county roads.

The County Judge/Executive of the said county and the Commissioner of Rural and Municipal Aid, or their authorized representatives, insofar as their actions are in accord with the laws of the Commonwealth of Kentucky, shall act for their respective parties on all matters arising under this Contract.

Page 4 of 6

CRA COOP CONTRACT BETWEEN KYTC AND PENDLETON COUNTY (\$618,932.00)

The Department reserves the right to cancel this Contract at any time deemed to be in the best interest of the Department by giving thirty (30) days written notice of such cancellation to the County Fiscal Court. If the Contract is canceled under this provision, the Department shall reimburse the County Fiscal Court according to the terms hereof to the date of such cancellation.

The County will pass the attached resolution. A copy of that resolution shall be attached to and made a part of this Contract.

Page 5 of 6

CRA COOP CONTRACT BETWEEN KYTC AND PENDLETON COUNTY (\$618,932.00)

IN TESTIMONY WHEREOF, the parties have caused these presents to be executed by their officers' therunto duly authorized.

\_\_\_\_\_  
PENDLETON County Fiscal Court

BY: \_\_\_\_\_  
County Judge/Executive

Date: \_\_\_\_\_

\_\_\_\_\_  
PENDLETON County

DEPARTMENT OF RURAL AND MUNICIPAL AID  
OFFICE OF RURAL & SECONDARY ROADS

BY: \_\_\_\_\_  
Commissioner

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Office of Legal Services

Date: \_\_\_\_\_

COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET

BY: \_\_\_\_\_  
Secretary

Date: \_\_\_\_\_

Page 6 of 6

Judge Bertram presented and read a resolution whereby declaring a 2001 Jeep previously used as an animal control vehicle surplus and donating it to Pendleton County Search and Rescue. Squire Fields made a motion approving this resolution, seconded by Squire Veirs, motion carried.

**RESOLUTION NO. \_\_\_\_\_**

**COUNTY OF PENDLETON KENTUCKY**

**A RESOLUTION OF THE PENDLETON COUNTY FISCAL COURT DECLARING EXCESS EQUIPMENT AS SURPLUS PROPERTY AND THE TRANSFERING OF SUCH EQUIPMENT.**

**WHEREAS**, the Pendleton County Fiscal Court has purchased an animal control vehicle specifically for the transporting of dogs, and

**WHEREAS**, the 2001 Jeep that was previously used as an animal control vehicle is no longer useful to the county government, and

**WHEREAS**, the Pendleton County Search and Rescue Department is in dire need of a vehicle that can be used for search and rescue operations.

**NOW, THEREFORE, BE IT RESOLVED**, that the Pendleton County Fiscal Court does hereby declares the 2001 Jeep (Vin # 1J4FF48S91L620314) as surplus property and further resolves to transfer such vehicle to the Pendleton County Search and Rescue Department.

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

ADOPTED: May 22, 2012

\_\_\_\_\_  
Henry W. Bertram  
County Judge/Executive  
Pendleton County

ATTEST:

\_\_\_\_\_  
Vicky King  
Fiscal Court Clerk

Date: \_\_\_\_\_

**In Re: Approve Justice Center Lawn Care, Janitorial and Maintenance Contract Renewals**

Judge Bertram presented the contracts and ask that they be approved, all contracts with the exception of the building maintenance contract are the same as last year, and have the specifications for the contract included. The building maintenance contract increased by the CPI which is \$327.00. Judge Bertram explained that by renewing the contracts with the current contractors the county would be saving around \$2,000.00 in publication costs. Squire Veirs made a motion to approve contracts from Scioto for Janitorial Services, JRP for Lawn Care and DeBra Kuempel for building maintenance, seconded by Squire Fogle, motion carried.

**INDEPENDENT JANITORIAL SERVICES CONTRACTOR AGREEMENT**

This agreement is by and between THE FISCAL COURT OF PENDLETON COUNTY, KENTUCKY, 233 Main Street, Falmouth, Kentucky 41040, "THE COUNTY" and SCIOTO SERVICES, 10945 Reed-Hartman Highway, Cincinnati, Ohio 45242, "JANITORIAL SERVICES CONTRACTOR", and effective as of the \_\_\_\_ day of June, 2012.

Whereas, THE COUNTY advertised for contract proposals from persons wishing to perform janitorial services at the Pendleton County Judicial Center and seeks to contract with an independent JANITORIAL SERVICES CONTRACTOR to perform such services; and

Whereas, JANITORIAL SERVICES CONTRACTOR was the successful bidder and wishes to provide said services for THE COUNTY on the terms and conditions set forth in this agreement;

Now, therefore, in consideration of these promises and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

(A) THE COUNTY agrees to retain JANITORIAL SERVICES CONTRACTOR as an independent contractor. JANITORIAL SERVICES CONTRACTOR agrees to act in this capacity as set forth in this agreement. The parties expressly agree that for all purposes JANITORIAL SERVICES CONTRACTOR will be acting as an independent contractor and not as an employee of THE COUNTY, including for purposes of withholding, social security, unemployment insurance, and any other federal, state, or local statute or regulation governing the relationship between an employer and its employees. JANITORIAL SERVICES CONTRACTOR, at its sole expense, shall maintain liability insurance policies for the benefit of both parties

in an amount as set forth in the Bid Specification Documents (hereto attached) and provide THE COUNTY a copy of said liability insurance policies. JANITORIAL SERVICES CONTRACTOR, at its sole expense, shall provide Workers Compensation Insurance for any and all employees that provide services under this contract if state or federal law requires coverage for said employees. Said employees of the JANITORIAL SERVICES CONTRACTOR are its employees and are not employees of THE COUNTY. Said employees of JANITORIAL SERVICES CONTRACTOR shall be properly trained and qualified before providing any services under this agreement. THE COUNTY shall be given the names, addresses and proof of training and qualifications of any employees of the JANITORIAL SERVICES CONTRACTOR which will be performing work on behalf of the JANITORIAL SERVICES CONTRACTOR.

(B) JANITORIAL SERVICES CONTRACTOR agrees to use its best efforts to perform janitorial services at the Pendleton County Judicial Center as directed by THE COUNTY and as set forth in the Bid Specifications and the Bid Documents filed by the JANITORIAL SERVICES CONTRACTOR. For clarity purposes, the original bid submitted by JANITORIAL SERVICES CONTRACTOR contained a cost proposal for daily, weekly and monthly services to be provided at an annual cost of Thirty One Thousand Six Hundred and Twenty-Three Dollars and Thirty Cents (\$31,623.30). Additionally, the proposal included the cost of providing Semi-Annual services at a cost of One Thousand Six Hundred and Seven Dollars and Eighty-Seven Cents (\$1,607.87) and Annual services at a cost of Three Thousand Nine Hundred and Eighty Dollars (\$3,980.00). Said specifications and documents are incorporated herein and made a part hereof by reference as if fully set out subject to the above mentioned clarifications. Such duties shall include, but are not limited to janitorial services as set forth and contemplated in the bid specifications and bid documents on the grounds of the Pendleton County Justice Center. In addition JANITORIAL SERVICES CONTRACTOR will perform other general janitorial services as directed from time to time by THE COUNTY.

(C) JANITORIAL SERVICES CONTRACTOR'S sole compensation under this agreement shall be Thirty Eight Thousand Eight Hundred Nineteen and 34/100 (\$38,819.34) Dollars to be paid as services are rendered as set forth in the bid documents.

(D) JANITORIAL SERVICES CONTRACTOR may have access to certain "secure" areas of the Pendleton County Judicial Center. JANITORIAL SERVICES CONTRACTOR and its employees shall execute any security documents that may be required by the Administrative Office of the Courts in order to have access to said area and will comply with any and all terms of said agreements.

(D) Either party may terminate this agreement at any time by giving notice in writing to the other at least thirty (30) days prior to such termination.

(E) Upon termination of this agreement for any reason, JANITORIAL SERVICES CONTRACTOR shall be entitled only to accrued payments due under this Agreement prior to the effective date of the termination.

(F) JANITORIAL SERVICES CONTRACTOR agrees that this agreement cannot be assigned, transferred, or pledged in any way and shall not be subject to attachment, execution, or similar process. Any attempt to do so shall be null and void and shall relieve THE COUNTY of any and all liability under this agreement.

(G) This agreement shall be binding upon and inure to the benefit of the parties and its successors, assigns, heirs, and legal representatives of the respective parties.

(H) Any notice to be given under this agreement shall be in writing and delivered personally and sent by certified mail, return receipt requested, as follows: if to THE COUNTY: Judge/Executive, Pendleton County Fiscal Court, 233 Main Street, Falmouth, Kentucky 41040; if to JANITORIAL SERVICES CONTRACTOR: SCIOTO SERVICES, 10945 Reed-Hartman Highway, Cincinnati, Ohio 45242

(I) This agreement contains the entire agreement and understanding of the parties and may not be amended, modified, or supplemented except in writing signed by the parties.

(J) This agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky.

(K) The undersigned acknowledge they have the authority to execute this agreement and by their signatures bind the respective parties hereto.

(L) This agreement is understood to be for a period of one year but may be extended with just cause or for additional one year periods with no more increase in cost of services above the Consumer Price Index for each additional year contract. Both Parties must agree on the terms hereby directed in this section. Any modification and/or extension of this contract shall be done in writing and agreed upon by both parties.

FISCAL COURT OF PENDLETON COUNTY

BY: \_\_\_\_\_  
HENRY W. BERTRAM  
JUDGE EXECUTIVE

JANITORIAL SERVICES CONTRACTOR

BY: \_\_\_\_\_  
RYAN RASMUSSEN, BRANCH MANAGER  
SCIOTO SERVICES

**PENDLETON COUNTY FISCAL COURT  
JANITORIAL SERVICES FOR NEW JUDICIAL CENTERS  
2012-2013**

**Criminal History Records Checks:**

Due to the sensitive nature of the areas to be serviced, the County must provide Donald Leathers at the AOC ([DonaldLeaters@kycourts.net](mailto:DonaldLeaters@kycourts.net) or fax 502-573-0185), the names, social security numbers, addresses, and dates of birth of each person proposed to have access to the facility for janitorial purposes. The AOC reserves the right to deny access to the facilities to any person based on the results of criminal records checks. The AOC reserves the right to refuse to reimburse the County for expenses associated with janitorial services performed by an individual if: (1) the County has failed to provide the information requested above concerning that individual; or (2) the AOC has notified the County that it will not permit the individual to access the facility after hours based on the results of a criminal records check.

**Insurance and Bonding:**

The janitorial service shall provided a bond for each of their employees at an amount no less than \$5,000.00 and shall maintain a General Liability Insurance policy with a minimum of \$25,000 in coverage in order to cover any County and AOC Property Damage caused by the janitorial service. The County shall also require the janitorial service to provider \$100,000.00 General Liability Insurance policy for Personal Injuries cause by janitors. The janitorial service shall provide Workman's Compensation Insurance for each of its employees.

**Points of Contact:**

The County should nominate two local points of contact; one being the county judge to discuss payment/contractual issues; and one Court of Justice (COJ) representative (i.e. Chief Circuit Judge) to discuss service arrangements (i.e. time, schedule, access etc.). All issues concerning the adequacy of the services should be addressed to the local points of contact for the County.

**Services:**

It is the desire of the County to provide the public a well cleaned facility. All Janitorial Services shall be executed with sufficient professionalism to insure that there is a high level of cleanliness at the facility and that the facility is recognized by the public as a positive example.

A. **Personnel:** Vendor shall provide an adequate number of people to clean locations mentioned in this bid.

B. **Responsibilities:** The vendor is completely responsible for satisfactorily managing and performing a cleaning service necessary to assure a clean orderly condition for the locations mentioned in this bid.

**Notice and Advisories:**

A. Vendor will post in their janitorial office, rules and regulations covering their employees while in the building. Such rules and regulations shall be approved by the justice center representative.

B. The vendor will post a Daily Checklist to be used as a guide for their employees to follow in the execution of their duties. This list shall be posted on the janitorial office door and will be available for review by the Court of Justice personnel at all times.

**Workmanship:**

- A. All work shall be performed in a neat, orderly, and professional manner with applicable local, state, and federal laws and codes.
- B. Special care shall be taken to insure that all tools, fixtures, and equipment used by vendor in the execution of his or her duties is:
  - Not left in work areas (all items must be stored in designated areas)
  - Not left in an “other than clean” condition (buckets, sinks, mops, etc., must be drained and cleaned).
- C. Janitorial service shall be responsible for keeping MSDS forms on any and all chemicals used in providing janitorial service.

**Safety:**

Safety in and around the workplace shall take precedence over all other required tasks. The following provisions and procedures shall be strictly administered:

- Appropriate Barriers and Barricades
- Warning Signage
- Appropriate Tools

**Janitorial Supplies:**

All janitorial supplies shall be provided by the county and the county shall be reimbursed by AOC up to the square footage allotment through the use of the blue form. Reordering supplies shall be approved and processed through the county judge’s office using a purchase order system.

**Supplies after initial set-up:**

Cost of supplies is included in the per square foot reimbursement that is provided by the Administrative Office of the Courts to the County via the blue form.

**Equipment:**

The County must get approval to purchase any janitorial equipment exceeding \$500 from AOC Real Property prior to purchase of equipment. Reimbursement for equipment will be done via the blue form.

**Service Begins:**

Janitorial services should begin as directed by the local county point of contact and upon a contract signing.

**Cleaning Specifications:**

The facility is to be cleaned five days, Monday through Friday during normal business hours with Saturday morning hours optional. Active cleaning times and schedules shall be coordinated with the Circuit Clerk and Judges for special access areas. . i.e. records file areas, judge’s private office, and evidence storage.

**This sample schedule of services may be modified at the discretion of the local Court of Justice point of contact**

**A. DAILY SERVICES:**

**INSIDE BUILDING:**

Trash:

- Trash containers-empty, replace all soiled or torn liner; clean as needed
- Trash-pick up all litter not put in trash containers
- Dispose of boxes and other items marked “TRASH” by the building’s occupants
- Dispose of trash and garbage in dumpsters or area designated for city/county pick-up

Floors:

- Vacuum all carpeted high traffic areas (including halls, corridors, circulation within open office areas, etc.)
- Spot clean carpets with commercial carpet cleaner or (if necessary) spot remover and wet/dry vacuum to insure stains are removed rather than spread and set
- Damp mop all hard surfaced (non-wood) traffic areas, buff only necessary areas
- Dust mop all wood traffic areas.

General Cleaning:

- Spot clean surfaces (horizontal and vertical) to remove all smudges, cup rings, spills, nicotine residues, etc
- Clean and disinfect all drinking fountains

- Clean and polish entrance doors
- Spot clean all other window and door bright-wear and glass
- Clean and polish work counters and public work surfaces (clerk area counters, litigation tables, conference room tables, etc.)
- Clean all public seating. Brush-out or vacuum if cloth, wipe off if wood

Break rooms:

- Clean and disinfect (sanitize) all tabletops and counter tops
- Clean any food spillage around cooking appliances (stoves, microwave ovens, coffee makers, etc.) and refrigerators
- Clean and polish sinks

Restrooms:

- Renew all supplies (paper towels, tissue, soap, etc.)
- Clean and polish all glass and mirrors
- Clean and disinfect commodes and urinals, inside and out
- Flush commodes and urinals
- Clean and disinfect washbasins and walls around washbasin
- Clean and disinfect all tiled wall surfaces and partition walls
- Clean and disinfect all dispensers (paper towel, toilet paper, soap, etc.)
- Clean and disinfect entrance doors, including bright surfaces (door knobs, push plates, etc.)
- Clean and disinfect all floors

Emergencies:

- Respond to plumbing backups. Have plumber on call for services
- Cleanup as required after emergency is resolved

General:

- Maintain a general listing of all mechanical and electrical system deficiencies or failures as observed during cleaning operations (e.g., burned-out lights, inoperative HVAC components, holes in walls, broken ceiling tiles, etc.)
- Provide access to the list at an agreed location with the COJ point of contact

**OUTSIDE BUILDING:**

Trash:

- Trash containers-empty, replace all soiled or torn liner; clean as needed
- Trash- pick up all litter not put in trash containers
- Dispose of trash and garbage in dumpsters or area designated for city/county pick-up
- Smoker's outpost-empty as needed
- Maintain perimeter sidewalks, outside stairs and ramps that provide direct access to the building and/or the property, in a clean, debris-free manner

**B. WEEKLY SERVICES:**

- Dust, high (above desktop level, including signage) and low (below desktop level)
- Clean baseboards
- Clean wainscot (except for restrooms, which are cleaned daily)
- Mop and buff all hard-surfaced flooring
- Mop all stairs
- Vacuum all carpeted flooring, including edge vacuuming
- Clean all window ledges
- Remove cobwebs and bugs from high areas, lights, and corners

**C. MONTHLY SERVICES:**

- Surface clean and polish desks and work surfaces from which users have removed all or most items
- Surface clean file and storage cabinets (where accessible)
- Vacuum air diffusers and grills

**D. SEMI-ANNUAL SERVICES:**

- Apply polish and buff hard-surfaced (non-wood) floors to a high gloss
- Scrub and clean all stone or ceramic/quarry tiled floors
- Clean all wood floors-apply polish and buff wood floors
- Clean all high-traffic carpeted floors (hot water extraction method)
- Mop all sealed concrete floors
- Clean light fixtures and light fixture lenses
- Vacuum clean all drapes and blinds

**E. YEARLY SERVICES:**

- Clean all carpeted floors (hot water extraction method)
- Clean and polish all window interiors and exteriors

- Clean all blinds
- Strip and clean all hard-surfaced (non-wood) floors
- Apply sealer to all hard-surfaced (non-wood) floors
- Strip and seal joints in stone or ceramic/quarry tiled floors
- Pressure clean walkways

**Contract shall identify weekly, monthly, semi-annually and yearly cost separately and all such cost shall be combined thereafter in order to comply with the bid advertisement stating total yearly cost per square foot.**

**Drug Testing:**

Any employee of the janitorial service shall pass a drug test and may be subject a random drug test at any time.

**Administrative Code:**

Janitorial service along with his or her employees shall be subject to any and all applicable sections of the Pendleton County Administrative Code and shall be presented a copy of such at contract signing.

**Janitorial Contract:**

The winning contractor shall sign a contract with the Pendleton County Fiscal Court for a period of one year with clauses that may discontinue the contract by either party should either part have a need for discontinuances.

**Compensation:**

Vendor shall be compensated on a monthly basis and only for work being performed during that month. Work performed on a semi-annual or yearly basis shall be paid after such time work is performed.

\_\_\_\_\_ By initialing, the contractor agrees he will comply with the specification above dealing with the cleaning process.

INDEPENDENT LAWN CARE CONTRACTOR AGREEMENT

This agreement is by and between THE FISCAL COURT OF PENDLETON COUNTY, KENTUCKY, 233 Main Street, Falmouth, Kentucky 41040, "THE COUNTY" and JOE ROCKHEAD PROPERTIES (J.R.P) L.L.C., 16583 Highway 10 North, Butler, Kentucky 41006 "LAWN CARE CONTRACTOR", and effective as of the \_\_\_\_ day of June, 2012.

Whereas, THE COUNTY advertised for contract proposals from persons wishing to perform lawn care at the Pendleton County Judicial Center and seeks to contract with an independent LAWN CARE CONTRACTOR to perform such services; and

Whereas, LAWN CARE CONTRACTOR was the successful bidder and wishes to provide said services for THE COUNTY on the terms and conditions set forth in this agreement;

Now, therefore, in consideration of these promises and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

(A) THE COUNTY agrees to retain LAWN CARE CONTRACTOR as an independent contractor. LAWN CARE CONTRACTOR agrees to act in this capacity as set forth in this agreement. The parties expressly agree that for all purposes, LAWN CARE CONTRACTOR will be acting as an independent contractor and not as an employee of THE COUNTY, including for purposes of withholding, social security, unemployment insurance, and any other federal, state, or local statute or regulation governing the relationship between an employer and its employees. LAWN CARE CONTRACTOR, at its sole expense, shall maintain a liability insurance policy for the benefit of both parties in an amount of not less than Fifty Thousand (\$50,000.00) Dollars and provide THE COUNTY a copy of said liability insurance policy. LAWN CARE CONTRACTOR, at its sole expense, shall provide Workers Compensation Insurance for any and all employees that provide services under this contract if state or federal law requires coverage for said employees. Said employees of the LAWN CARE CONTRACTOR are its employees and are not employees of THE COUNTY. Said employees of LAWN CARE CONTRACTOR shall be properly trained and qualified before providing any services under this agreement. THE COUNTY shall be given the names, addresses and proof of training and qualifications and/or references of any employees of the LAWN CARE CONTRACTOR which will be performing work on behalf of the LAWN CARE CONTRACTOR.

(B) LAWN CARE CONTRACTOR agrees to use its best efforts to perform general lawn care services at the Pendleton County Judicial Center as directed by THE COUNTY and as set forth in the Bid Specifications (hereto attached) and the Bid Documents filed by the LAWN CARE CONTRACTOR and all addendums thereto. Said specifications and documents are incorporated herein and made a part hereof by reference as if fully set out. Such duties shall include, but are not limited to general mowing, trimming, weeding and application of weed control material, mulching, watering of trees and shrubbery and removal of rubbish, limbs, trash and debris of and on the grounds of the Pendleton County Justice Center. The bid specifications

specify four (4) separate duties, cost per duties and schedules for duties. The bid cost for mowing shall be at a cost of One Hundred and Twenty-Five (\$125,00) Dollars per mowing, mulching at a cost of Nine Hundred and Fifty Dollars (\$950) per mulching, watering trees and scrubs at a cost of Fifty Dollars (\$50.00) per watering and mowing and trimming creek bank at a cost of One Hundred Dollars (\$100.00) per mowing and trimming. In addition LAWN CARE CONTRACTOR will perform other general grounds care as directed from time to time by THE COUNTY.

(C) LAWN CARE CONTRACTOR'S total compensation under this agreement may vary due to weather conditions but LAWN CARE CONTRACTOR shall be paid on a monthly basis with documentation corresponding with work preformed.

(D) LAWN CARE CONTRACTOR may have access to certain "secure" areas of the Pendleton County Judicial Center. LAWN CARE CONTRACTOR and its employees shall execute any security documents that may be required by the Administrative Office of the Courts in order to have access to said area and will comply with any and all terms of said agreements.

(E) Either party may terminate this agreement at any time by giving notice in writing to the other at least thirty (30) days prior to such termination.

(F) Upon termination of this agreement for any reason, LAWN CARE CONTRACTOR shall be entitled only to accrued payments due under this Agreement prior to the effective date of the termination.

(G) LAWN CARE CONTRACTOR agrees that this agreement cannot be assigned, transferred, or pledged in any way and shall not be subject to attachment, execution, or similar process. Any attempt to do so shall be null and void and shall relieve THE COUNTY of any and all liability under this agreement.

(H) This agreement shall be binding upon and inure to the benefit of the parties and its successors, assigns, heirs, and legal representatives of the respective parties.

(I) Any notice to be given under this agreement shall be in writing and delivered personally and sent by certified mail, return receipt requested, as follows: if to THE COUNTY: Judge/Executive, Pendleton County Fiscal Court, 233 Main Street, Falmouth, Kentucky 41040; if to LAWN CARE CONTRACTOR: JOE ROCKHEAD PROPERTIES (J.R.P) L.L.C., 16583 Highway 10 North, Butler, Kentucky 41006.

(J) This agreement contains the entire agreement and understanding of the parties and may not be amended, modified, or supplemented except in writing signed by the parties.

(K) This agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky.

(L) This agreement is understood to be for a period of one year but may be extended with just cause or for additional one year periods with no more increase in cost of services above the Consumer Price Index for each additional year contract. Both Parties must agree on the terms hereby directed in this section. Any modification and/or extension of this contract shall be done in writing and agreed upon by both parties.

FISCAL COURT OF PENDLETON COUNTY

BY: \_\_\_\_\_ Date \_\_\_\_\_  
HENRY W. BERTRAM  
JUDGE EXECUTIVE

LAWN CARE CONTRACTOR

BY: \_\_\_\_\_ Date \_\_\_\_\_  
JOE ROCKHEAD PROPERTIES LLC.

**Justice Center Mowing, Trimming and Mulching  
Specifications 2012**

**Job Summary:**

1. Mow and Trim Grass
2. Mulch and Maintain Mulched Areas
3. Police Grounds and Mowing Area of Any Rubbish, Limbs or Garbage
4. Weed-Eat Along Creek Bank
5. Watering of all Trees and Shrubbery as Needed
6. Insurance and Workers Comp

**1. Description of Area to be Mowed and Trimmed:**

Any and all grassy areas belonging to the county and trimming around bordering fences. Mowing and Trimming is to be done once a week unless drought conditions exist. Trimming and weed eating along creek bank should be done every 3 weeks during spring season and thereafter at the wishes of the owner. **Proposal shall separate the cost of trimming along creek bank.** All Mowing and Trimming equipment and supplies shall be the responsibility of the contractor.

**2. Description of work to be completed for mulch areas:**

Mulch areas with triple shredded dark mulch shall be maintained to the depth of 4 inches, two times per season. The first time to be completed no later than May 1, annually, the second time to be completed no later than September 30, annually. Contractor shall provide mulch. Weed control shall be maintained in all mulched areas during contract period using approved industry standards and methods. All weed control supplies shall be provided by the contractor to be included in the cost per mowing. **Proposal shall separate the cost of mulching.**

**3. Trees and Shrubbery shall be Watered:**

Trees and shrubbery shall be watered as needed.  
**Proposal shall separate the cost of watering trees.**

**4. Insurance and Workers Comp:**

Contractor shall have a minimum of \$50,000.00 of Liability Insurance and Worker Comp on all employees and shall provide the county with proof of each.

**5. The following services are to be billed as follows per previous year bid:**

- a. Mowing and Trimming of the entire property (Excluding Creek Bank)  
Price   \$125.00   per Job
- b. Mulching per application  
Price   \$950.00   per Job
- c. Watering of trees using county provided equipment (ie. Hoses and Tree Waterers)  
Price   \$50.00   per Job
- d. Mowing and Trimming Creek Bank  
Price   \$100.00   per Job

\_\_\_\_\_By initialing, the contractor agrees he will comply with the specification above dealing with the mowing process.

**INDEPENDENT MAINTENANCE CONTRACTOR AGREEMENT**

This agreement by and between **THE FISCAL COURT OF PENDLETON COUNTY, KENTUCKY**, 233 Main Street, Falmouth, Kentucky 41040, "**THE COUNTY**", and **DEBRA-KUEMPEL**, 3976 Southern Avenue, Cincinnati, Ohio 45227, "**MAINTENANCE CONTRACTOR**", and effective as of the \_\_\_ day of May, 2012.

Whereas, **THE COUNTY** advertised for contract proposals from persons wishing to perform maintenance at the Pendleton County Judicial Center and seeks to contract with an independent maintenance contractor to perform such services; and

Whereas, **MAINTENANCE CONTRACTOR** was the successful bidder and wishes to provide said services for **THE COUNTY** on the terms and conditions set forth in this agreement;

Now, in consideration of these promises and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

(A) **THE COUNTY** agrees to retain **MAINTENANCE CONTRACTOR** as an independent contractor. **MAINTENANCE CONTRACTOR** agrees to act in this capacity as set forth in this agreement. The parties expressly agree that for all purposes **MAINTENANCE CONTRACTOR** will be acting as an independent contractor and not as an employee of **THE COUNTY**, including for purposes of withholding, social security, unemployment insurance, and any other federal, state, or local statute or regulation governing the relationship between an employer and its employees. **MAINTENANCE CONTRACTOR**, at its sole expense, shall maintain a liability insurance policy for the benefit of both parties in an amount of not less than One Million Dollars (\$1,000,000.00) and provide **THE COUNTY** a copy of said liability insurance policy. **MAINTENANCE CONTRACTOR**, at its sole expense, shall provide Workers Compensation Insurance for any and all employees that provide services under this contract if state or federal law requires coverage for said employees. Said employees of the **MAINTENANCE CONTRACTOR** are its employees and are not employees of **THE COUNTY**. Said employees of **MAINTENANCE CONTRACTOR** shall be properly trained and qualified before providing any services under this agreement. **THE COUNTY** shall be given the names, addresses, and proof of training and qualifications of any employees of **MAINTENANCE CONTRACTOR** which will be performing work on behalf of **MAINTENANCE CONTRACTOR**.

(B) **MAINTENANCE CONTRACTOR** agrees to use his best efforts to perform general maintenance and limited cleaning at the Pendleton County Judicial Center as directed by **THE COUNTY**. Such duties shall include, but are not limited to, general building and grounds maintenance and maintenance of the building's heating, cooling, plumbing, lighting systems and all such duties as spelled out in the Justice Center Maintenance Bid Specifications (hereto attached). **MAINTENANCE CONTRACTOR** must be familiar with computer link to the heating and cooling system. In addition **MAINTENANCE CONTRACTOR** will perform other general maintenance as directed from time to time by **THE COUNTY**.

(C) **MAINTENANCE CONTRACTOR'S** sole compensation under this agreement shall be Thirteen Thousand Eight Hundred Eighty-Six and Dollars (\$13,886.00) to be paid in twelve (12) monthly installments.

(D) **MAINTENANCE CONTRACTOR** may have access to certain "secure" areas of the Pendleton County Judicial Center. **MAINTENANCE CONTRACTOR** and its employees shall execute any security documents that may be required by the Administrative Office of the Courts in order to have access to said area and will comply with any and all terms of said agreements.

(E) The parties expressly agree that **MAINTENANCE CONTRACTOR** does not have the authority to enter into any contract or other binding commitment on behalf of **THE COUNTY** without the express written authorization of **THE COUNTY**. Further, **THE COUNTY** reserves the right to refuse any contract obtained and tendered by **MAINTENANCE CONTRACTOR**. **MAINTENANCE CONTRACTOR** agrees to reveal explicitly to each prospective contractee this limitation of **MAINTENANCE CONTRACTOR'S** authority. It is expressly agreed that **MAINTENANCE CONTRACTOR** shall notify the County Judge Executive if repairs are needed that cannot be performed by **MAINTENANCE CONTRACTOR** the **MAINTENANCE CONTRACTOR** shall not contract with a third party for such repairs without the written permission of the County Judge Executive. Any unapproved expenditures will be done at the sole expense of **MAINTENANCE CONTRACTOR** without reimbursement from **THE COUNTY**.

(F) **MAINTENANCE CONTRACTOR** releases and holds harmless **THE COUNTY**, its agents, and employees, from any claim for loss from any person or persons, including any third parties, arising from **MAINTENANCE CONTRACTOR'S** performance under the terms of this agreement.

(G) Either party may terminate this agreement at any time by giving notice in writing to the other at least thirty (30) days prior to such termination.

(H) Upon termination of this agreement for any reason, **MAINTENANCE CONTRACTOR** shall be entitled only to accrued payments due under this Agreement prior to the effective date of the termination.

(I) **MAINTENANCE CONTRACTOR** agrees that this agreement cannot be assigned, transferred, or pledged in any way and shall not be subject to attachment, execution, or similar process. Any attempt to do so shall be null and void and shall relieve **THE COUNTY** of any and all liability under this agreement.

(J) This agreement shall be binding upon and inure to the benefit of the parties and its successors, assigns, heirs, and legal representatives of the respective parties.

(K) Any notice to be given under this agreement shall be in writing and delivered personally and sent by certified mail, return receipt requested, as follows: if to **THE COUNTY**: Judge/Executive, Pendleton County Fiscal Court, 233 Main Street, Falmouth, Kentucky 41040; if to **MAINTENANCE CONTRACTOR**: **DEBRA-KUEMPEL**, 3976 Southern Avenue, Cincinnati, Ohio 45227

(L) This agreement contains the entire agreement and understanding of the parties and may not be amended, modified, or supplemented except in writing signed by the parties.

(M) This agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky.

(N) This agreement is understood to be for a period of one year but may be extended with just cause or for additional one year periods with no more increase in cost of services above the Consumer Price Index for each additional year contract. Both Parties must agree on the terms hereby directed in this section. Any modification and/or extension of this contract shall be done in writing and agreed upon by both parties.

**FISCAL COURT OF PENDLETON COUNTY**

\_\_\_\_\_  
HENRY W. BERTRAM  
PENDLETON COUNTY JUDGE/EXECUTIVE

DATE \_\_\_\_\_

**MAINTENANCE CONTRACTOR**

\_\_\_\_\_  
DATE \_\_\_\_\_

**Pendleton County Justice Center**

**MAINTENANCE REQUIREMENT SPECIFICATIONS  
2012-2013**

**ADDRESSES OF FACILITIES TO BE INCLUDED IN CONTRACT:**

**120 Ridgeway Ave., P.O. 69 Falmouth, Kentucky 41040**

**TOTAL SQ. FT. THIS CONTRACT: 36,000 SF**

**FACILITY OWNER'S REPRESENTATIVE: Henry W. Bertram**

**Telephone Number: 859-654-4321**

**(1) SECTION I. SPECIAL REQUIREMENTS**

**1. INFORMATION TO BE PROVIDED BY VENDOR: AFTER AWARD OF CONTRACT, BUT PRIOR TO STARTING DATE, VENDOR WILL PROVIDE THE PENDLETON COUNTY FISCAL COURT/ADMINISTRATIVE OFFICE OF THE COURTS (AOC), THE FOLLOWING INFORMATION OF ALL INDIVIDUALS THE VENDOR PROPOSES TO USE IN THE EXECUTION OF THE CONTRACT:**

- **NAME,**
- **SOCIAL SECURITY NUMBERS, AND**
- **BIRTHDATE**

**2. RECORDS CHECK: DUE TO THE SENSITIVE NATURE OF COURT FACILITIES, THE AOC MUST RUN CRIMINAL RECORDS CHECKS ON THESE INDIVIDUALS. THE AOC RESERVES THE RIGHT TO DENY ACCESS TO THE FACILITIES TO PERSONS BASED ON THESE FINDINGS. THE VENDOR SHALL CONTINUE THIS PROCESS, FOR NEW EMPLOYEES TO SERVICE THE FACILITY, FOR THE LIFE OF THE CONTRACT. NO PERSON WILL BE ALLOWED TO WORK IN THE FACILITY WITHOUT A RECORDS CHECK.**

**3. INSURANCE AND BONDING:**

**A. INSURANCE: THE VENDOR MUST PROVIDE WITH HIS BID PROPOSAL, PROOF OR THE ABILITY TO OBTAIN \$1,000,000.00 WORTH OF LIABILITY INSURANCE. AND PROOF OF COVERAGE BEFORE BEGINNING WORK.**

**(1) WORKMAN'S COMPENSATION INSURANCE: VENDOR SHALL PROVIDE PROOF OF WORKMAN'S COMPENSATION ON EACH OF HIS OR HER EMPLOYEES.**

**SECTION II. GENERAL PERFORMANCE SPECIFICATIONS**

**1. GENERAL: THESE GENERAL PERFORMANCE SPECIFICATIONS FOR MAINTENANCE AND REPAIR SERVICES AT THE COURT OF JUSTICE CENTER IN PENDLETON COUNTY ARE INDICATED FOR THE ABOVE LOCATION. RESPONSIBILITIES AND A FREQUENCY SCHEDULE FOR THE VENDOR ARE STATED IN THE FOLLOWING SPECIFICATIONS.**

**2. REQUIRED COORDINATION**

**A. After award of contract, but prior to contract effective date, the vendor shall meet with a representative from the AOC and the Local Court of Justice Representative, and a representative of the facility's owner at the facility to receive services. The vendor will bring with him/her to this meeting, a list of equipment, supplies, and sub-Vendors they intend to use to maintain and repair the physical, mechanical, and electrical components of the facility, schedules, proposed work plan, and documentation to be posted in the service closet as specified in this bid. Schedule and work plan shall include being on sight no less than 3 days per week with a minimum of 2 hours per day during normal business hours.**

**B. The vendor is required to continually inform and coordinate with the Court of Justice Representative or his or her designee (Security Supervisor, for example) the vendor's general work plan, schedule, and persons assigned to perform work.**

**D. The Court of Justice Representative shall inform the Vendor of any trial areas, which have special needs.**

**E. Any and all comments, commendations, complaints, concerns, etc. from Court of Justice Employees, AOC, Owner, Public, and Vendor, regarding Maintenance and Repair Services, should be tendered to the Local Court of Justice Representative and/or Pendleton County Judge/Executive.**

**F. Must be able to respond to the PCJC within an hour if an emergency situation arises.**

**3. MAINTENANCE:**

**A. SCOPE OF WORK: Vendor shall provide maintenance on the following building components along with other prescribed duties:**

**(1) Building components which receive maintenance service:**

- **Heating Ventilation and Air Conditioning (HVAC) systems, components, and controls,**

- Water treatment, including heating, and distribution systems,
- Water-related fixtures and components
- Lighting fixtures,
- Electrical supply and distribution systems,
- Electrical equipment, devices, and appliances,
- Building Hardware (hinges, closers, etc.),
- Caulking,
- External Building Components (weather barrier maintenance), and
- Roofs
- Touch-up paint where needed

**B. OWNER PROVIDED MATERIALS AND SUPPLIES**

- Light (illumination) bulbs,
- Caulking,
- Building Hardware,

**C. PERSONNEL:** Vendor shall utilize personnel who are both competent and, if applicable, Licensed and Certified to execute work in necessary trades.

(1) As a minimum, the following certified and/or licensed personnel shall be available for work on the Court of Justice facility and shall be provided to the owner at contract signing:

- Licensed Plumber,
- Licensed Electrician,
- Licensed HVAC technician, and

(2) As a minimum, the following non-certified or licensed personnel shall be available for work on the Court of Justice facility. These service providers shall be discussed with the owner prior to any work being performed.

- Carpenters,
- Drywall Repairers,
- Brick and Masonry Repairers,
- Sheet Metal Workers,
- Roofers,
- Plumbers,
- Electricians,
- Pipe Fitters,
- Trade Helpers, and
- General Laborers.

**D. WORK PLAN:**

(1) It is the vendor's responsibility to determine the appropriate level of maintenance for the components of the facility. The vendor shall execute maintenance, including the changing of wearable components, filters, lubrication, and cleaning, in accordance with the component's manufacturer's recommendation or best industry management practice, whichever is more stringent. **Vendor shall be provided a list of manufacture's suggested maintenance schedules.**

(2) As part of his or her bid package the vendor shall submit a "Preliminary Work Plan". This plan shall include, but not be limited to, tasks and schedules of maintenance and trade men and/or sub Vendors for:

- Heating Ventilation and Air Conditioning (HVAC) systems, components, and controls (including seasonal HVAC and Boiler activations and deactivations, and related service),
- Water treatment, including heating, and distribution systems,
- Water-related fixtures and components
- Lighting fixtures and illumination bulbs,
- Electrical supply and distribution systems,
- Electrical equipment, devices, and appliances,
- Building Hardware (hinges, closers, etc.),
- Calking,
- External Building Components (weather barrier maintenance), and
- Roofs.

(3) Upon award of contract, the vendor shall meet with the Owner's, Court of Justice and AOC representatives and determine a final "Work Plan" which shall be executed.

**4. REPAIRS:**

A. **VENDOR REPAIRS:** Vendor shall be responsible for determining and overseeing repairs of components throughout the facility.

B. **MAJOR REPAIRS:**

1. Repairs beyond vendors capability of work for Court of Justice facility are authorized on a case by case basis. The vendor shall coordinate all such repairs with the Owner's Representative and the AOC to insure an authorized reimbursement for repair related goods, supplies, and services.

2. **COST ESTIMATES:** It is the responsibility of the Vendor along with the Owner to insure that an accurate and detailed cost estimate is prepared for the aforementioned repair work. These estimates shall use the Authorized Costs detailed in Paragraph D. below and are subject to AOC review and approval in accordance with the Memorandum of Understanding between the Owner and the Court of Justice.

3. **SCOPE OF WORK:** Upon approval by the Owner and/or the AOC, the Vendor shall provide, at pre-determined hourly contract costs, all personnel, equipment, tools, materials, and supplies to perform all repairs in strict accordance to manufacturer recommendations, as designed and or specified by a design professional, or as directed by the AOC. Any repair over \$5,000.00 shall be bid through the county bid process.

4. **AUTHORIZED CHARGES**

(1) Hourly Personnel Rates:

• Project Manager .....	\$____.____ per/hour
• Trade Supervisors .....	\$____.____ per/hour
• Administrative Personnel .....	\$____.____ per/hour
• Planners & Estimators .....	\$____.____ per/hour
• Professional Services .....	IAW Rule of Administrative Procedure
• Licensed Plumber .....	\$____.____ per/hour
• Plumber's Helper .....	\$____.____ per/hour
• Licensed Electrician .....	\$____.____ per/hour
• Electrician's Helper .....	\$____.____ per/hour
• Licensed HVAC technician .....	\$____.____ per/hour
• HVAC Helper .....	\$____.____ per/hour
• Licensed Boiler Technician .....	\$____.____ per/hour
• Boiler Technician Helper .....	\$____.____ per/hour
• Sheet Metal Workers .....	\$____.____ per/hour
• Pipe Fitters .....	\$____.____ per/hour
• Carpenters .....	\$____.____ per/hour
• Brick and Masonry Repairers .....	\$____.____ per/hour
• Drywall Repairers .....	\$____.____ per/hour
• Roofers .....	\$____.____ per/hour
• Concrete & Bituminous Pavement Workers	\$____.____ per/hour
• Other Trade Helpers .....	\$____.____ per/hour
• General Laborers .....	\$____.____ per/hour

(2) Repair Parts and Supplies: All parts and supplies purchased by the vendor with authorization from the owner shall be reimbursed for the Vendor's actual purchase price.

(3) Tools and Equipment: All specialized tools and equipment (not customarily used by trades on a regular basis, such as cranes, high-lifts, large scaffolding, heavy transport vehicles, etc.) shall be reimbursed for the Vendor's actual cost of rental or use of.

5. **VERIFICATION:**

A. **COURT OF JUSTICE INSPECTIONS:** The services performed under this contract shall be subject to inspection and approval by Court of Justice (including AOC) employees.

B. **DEFICIENCIES:** Representative(s) of the Court of Justice and owner shall routinely inspect the entire facility and prepare a list of deficiencies. The list shall be presented to the Vendor and the Vendor shall correct or present a plan to correct the deficiencies within three (3) working days. If this schedule for corrections is not met, a complaint on the vendor may be submitted to the owner. If a second complaint is submitted necessary within 12 months of the first complaint, the owner may terminate the contract as outlined in the contract.

6. **VENDOR ACCESS AND AREAS:**

A. COURT OF JUSTICE (LOCAL AGENCY, IF APPLICABLE) RESPONSIBILITIES:

- (1) Storage space for the Vendor's equipment and supplies in large facilities, if available,
- (2) Utilities (light, water, and electricity) necessary to perform the services. Vendor shall use these facilities sparingly.
- (3) Access to facility, including the necessary number of keys to areas requiring service, if necessary for a limited period of time.
- (4) Maintain a record of the number and identification of all keys issued to the vendor and shall verify that the same number and identification of keys are returned at the end of the applicable period.

B. VENDOR RESPONSIBILITIES:

- (1) Advise the Local Court of Justice Representative the number of keys required for specified entrances and internal access at the beginning of the contract. If a need arises for additional keys, the vendor will request them from the Local Court of Justice representative in writing.
- (2) The vendor, or any of its representatives or employees **shall not**, under any circumstance, make or have made copies of the keys provided by the Court of Justice Representative.
- (3) If keys are lost the vendor shall immediately notify the Court of Justice Representative.
- (4) The vendor shall advise the Local Court of Justice Representative the names of (pre-authorized) employees working in the building.
- (5) The vendor **shall not**, under any circumstances, allow any unauthorized employee in the building. Vendor's staff shall not unlock any door and allow access to the facility to any person other than the staff assigned to clean that area.

**7. WORKMANSHIP**

A. All work shall be performed in a neat, orderly, and professional manner with applicable local, state, and federal laws and codes.

B. Special care shall be taken to insure that all tools, fixtures, and equipment used by vendor in the execution of duties is/are:

- Not left in non-vendor work areas (all items must be stored in designated areas)
- Does not create a safety or environmental hazard, and
- Not left in a "other than clean" condition (buckets, sinks, mops, etc. must be drained and cleaned).

**8. SAFETY:** Safety in and around the workplace **shall take precedence** to all other required tasks. The following provisions and procedures shall be strictly administered:

- Lockout/Tagout procedures,
- Appropriate Barriers and Barricades,
- Appropriate Shoring, Bracing, and Blocking,
- Warning Signage,
- Appropriate tools (e.g., insulated hand tools, the proper wrenches, etc.),
- Appropriate equipment (e.g., insulated ladders, test sets, etc.),
- Safety harnesses and lanyards, when working in high areas,
- Ground guides, when maneuvering equipment inside and outside of building,
- Flagmen, when necessary,
- Appropriate safety apparel when handling hazardous/toxic substances and materials,
- Label, handle, and store all hazardous and toxic materials in strict accordance with applicable environmental law and regulations,
- Appropriate trade training and certifications,
- All required OSHA training and certifications, and
- Immediately notify the Court of Justice Representative or his or her designee (e.g., Security Supervisor) and proper agencies (e.g., Fire Department) of all hazardous and potentially hazardous situations.

\_\_\_\_\_ By initialing, the contractor agrees he will comply with the specification above dealing with the maintenance process.

**In Re: Second Reading of KACo Bond Ordinance for Series 1989 and 1993 bonds**

County Attorney Jeff Dean read in summary form an ordinance approving and authorizing the execution and delivery of a fourth supplemental trust indenture in connection with the heretofore issued \$200,000,000 money market municipal lease revenue bonds, series 1989. Squire Whaley made a motion approving this as the second reading of this ordinance, seconded by Squire Veirs, motion carried.

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

The Pendleton County Fiscal Court, at a meeting to be held on May 22, 2012 at 7:00 p.m. in the Pendleton County Courthouse, 233 Main Street, Falmouth, Kentucky will consider for passage, the following ordinance:

AN ORDINANCE OF PENDLETON COUNTY, KENTUCKY APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FOURTH SUPPLEMENTAL TRUST INDENTURE IN CONNECTION WITH THE HERETOFORE ISSUED \$200,000,000 MONEY MARKET MUNICIPAL LEASE REVENUE BONDS, (KENTUCKY ASSOCIATION OF COUNTIES LEASING TRUST PROGRAM), SERIES 1989.

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

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

CERTIFICATION

The undersigned, an attorney licensed to practice law in the Commonwealth of Kentucky, hereby certifies that the foregoing is a true and accurate summary of an Ordinance that has been prepared by an attorney licensed to practice law in the Commonwealth of Kentucky.

\_\_\_\_\_  
Licensed Kentucky Attorney

Squire Fields made a motion, seconded by Squire Fogle to approve the ordinance in its entirety and the fourth Supplemental Trust Indenture as presented, motion carried.

**ORDINANCE NO. 2012-\_\_**

AN ORDINANCE OF PENDLETON COUNTY, KENTUCKY APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FOURTH SUPPLEMENTAL TRUST INDENTURE IN CONNECTION WITH THE HERETOFORE ISSUED \$200,000,000 MONEY MARKET MUNICIPAL LEASE REVENUE BONDS, (KENTUCKY ASSOCIATION OF COUNTIES LEASING TRUST PROGRAM), SERIES 1989.

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

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

WHEREAS, in order to assist the Program to fulfill its public purposes and functions, the Issuer heretofore issued its \$200,000,000 Money Market Municipal Lease Revenue Bonds, Series 1989 (Kentucky Association of Counties Leasing Trust Program), Series 1989 (the "Bonds") in accordance with the provisions of KRS 65.210 through 65.300 and KRS 58.010 through 58.190, as amended (collectively, the "Act"); and

WHEREAS, the Bonds were issued pursuant to a Trust Indenture dated as of March 1, 1989 (the "Original Indenture") between the Issuer, CoLT and The Bank of New York Trust Company, N.A. (successor to Liberty National Bank and Trust Company of Louisville) (the "Trustee"), which has been amended and supplemented by a First Supplemental Trust Indenture dated as of April 1, 1990, a Second Supplemental Trust Indenture dated as of May 1, 2004 and a Fourth Supplemental Trust Indenture dated as of July 1, 2006, each between the Issuer, CoLT and the Trustee (together with the Original Indenture, the "Indenture"); and

WHEREAS, the Issuer and CoLT, in order to provide for improved opportunities for remarketing the Bonds, desire to provide for the transfer of ownership of Bonds through a book-entry system; and

WHEREAS, the Credit Facility Provider, as defined in the Indenture, will consent to a modification permitting book-entry transfers of Bonds; and

WHEREAS, in order to permit book-entry transfers, it is necessary for the Issuer, CoLT and the Trustee to enter into a Fourth Supplemental Trust Indenture (the "Fourth Supplemental Indenture") amending and supplementing the Original Indenture for such purpose;

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

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

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

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

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

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

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

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

INTRODUCED, SECONDED, READ AND GIVEN FIRST READING APPROVAL at a duly convened meeting of the Fiscal Court of Pendleton County, Kentucky, held on May 8, 2012.

GIVEN SECOND READING AND ADOPTED at a duly convened meeting of the Fiscal Court of Pendleton County, Kentucky, held on May 22, 2012, signed by the Judge/Executive as evidence of his approval, attested by the Fiscal Court Clerk, ordered published and filed as required by law, and declared to be in full force and effect from and after its adoption, approval and publication of a summary thereof according to law.

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

Attest:

\_\_\_\_\_  
Fiscal Court Clerk

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the duly qualified and acting Fiscal Court Clerk of Pendleton County, Kentucky, and as such Clerk, I further certify that the foregoing is a true, correct and complete copy of an Ordinance as appears to me in the records at Pendleton County, Kentucky, duly adopted by its Fiscal Court at a duly convened meeting held on May 22, 2012, 2012, signed by the Judge/Executive, duly filed, recorded and indexed in my office and now in force and effect, and that all action taken in connection with such Ordinance was in compliance with the requirements of Kentucky law, all as appears from the official records of said Fiscal Court in my possession and under my control.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_

Fiscal Court Clerk of  
Pendleton County, Kentucky

**FOURTH SUPPLEMENTAL TRUST INDENTURE**

Between

PENDLETON COUNTY, KENTUCKY,

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.  
(successor to Liberty National Bank and Trust Company of Louisville)

and

KENTUCKY ASSOCIATION OF COUNTIES LEASING TRUST  
SECURING

Money Market Municipal Lease Revenue Bonds  
(Kentucky Association of Counties Leasing Trust Program)  
Series 1989

Dated as of May 1, 2012

## FOURTH SUPPLEMENTAL TRUST INDENTURE

This FOURTH SUPPLEMENTAL TRUST INDENTURE is made and entered into as of this May 1, 2012 (the "Fourth Supplemental Indenture"), by and between PENDLETON COUNTY, KENTUCKY, a political subdivision of the Commonwealth of Kentucky (the "Issuer"), THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (successor to Liberty National Bank and Trust Company of Louisville), as trustee (the "Trustee"), and the KENTUCKY ASSOCIATION OF COUNTIES LEASING TRUST, a trust organized under the laws of the Commonwealth of Kentucky ("CoLT").

WHEREAS, the Issuer, in accordance with the applicable provisions of Kentucky law, including KRS 65.210 through 65.300, as amended, the Interlocal Cooperation Act, and KRS 58.010 through 58.190, as amended (the "Act"), on March 29, 1989, issued its Money Market Municipal Multi-County Lease Revenue Bonds (Kentucky Association of Counties Leasing Trust Program) Series 1989 in the aggregate principal amount of \$200,000,000 (the "Bonds") pursuant to the Trust Indenture dated as of March 1, 1989 (the "Original Indenture") between the Issuer, the Trustee and CoLT, which has been amended and supplemented by a First Supplemental Trust Indenture dated as of April 1, 1990, a Second Supplemental Trust Indenture dated as of May 1, 2004 and a Third Supplemental Trust Indenture dated as of July 1, 2006, each between the Issuer, CoLT and the Trustee (together with the Original Indenture, the "Indenture"); and

WHEREAS, the Bonds were issued to finance the Kentucky Association of Counties Leasing Trust Program (the "Program"), to be administered by CoLT, to provide financing or refinancing of the acquisition, construction and installation of various public projects for lease to various counties and other public agencies, as lessees (the "Projects"); and

WHEREAS, the Issuer and CoLT, in order to provide for improved opportunities for remarketing the Bonds, desire to provide for the transfer of ownership of Bonds through a book-entry system; and

WHEREAS, Section 12.02 of the Indenture provides that the Issuer, CoLT and the Trustee may, from time to time and at any time, without the consent of or notice to the owners of Bonds, but with the consent of the Credit Facility Provider, enter into supplemental indentures to modify, alter, amend or supplement the Indenture in any respect which relates to the administration of the Program; and

WHEREAS, the Issuer has adopted an ordinance on May 22, 2012 authorizing the execution and delivery of this Fourth Supplemental Indenture with the consent of the Credit Facility Provider.

NOW THEREFORE, in consideration of the premises and the mutual agreements hereinafter contained, the Issuer, the Trustee and the Funding Trust do hereby supplement and amend the Indenture as follows:

### ARTICLE I AMENDMENT OF INDENTURE

**Section 1.01. Amendment to Section 1.01 of the Original Indenture.** Section 1.01 of the Original Indenture is amended by adding the following defined terms.

"Agent Member" means a member of, or participant in, the Securities Depository.

"Book-Entry Form" means, with respect to the Bonds, a form or system, as applicable, under which (i) the ownership of beneficial interests in the Bonds and bond service charges may be transferred only through a Book-Entry, and (ii) physical Bond certificates in fully registered form are registered only in the name of a Securities Depository or its nominee as owner, with the physical Bond certificates in the custody of a Securities Depository.

"Securities Depository" means any securities depository that is a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act, operating and maintaining, with its participants or otherwise, a Book-Entry System to record ownership of beneficial interests in bonds and bond service charges, and to effect transfers of bonds in Book-Entry Form, and means, initially, The Depository Trust Company (a limited purpose trust company), New York, New York.

"Securities Depository Nominee" means any nominee of a Securities Depository and initially means Cede & Co., New York, New York, as nominee of The Depository Trust Company.

**Section 1.02. Addition of Section 2.16 to the Original Indenture.** Section 2.16 is added to the Original Indenture, as follows:

Section 2.16. Securities Depository; Ownership of Bonds. Except as provided in paragraphs (b) and (c) below, the Bonds shall be registered in the name of the Securities Depository or the Securities Depository Nominee, and ownership thereof shall be maintained in Book-Entry Form by the Securities Depository for the account of the Agent Members of the Securities Depository. Initially, the Bonds, upon their conversion to Book-Entry Form, shall be registered in the name of Cede & Co., as the nominee of The Depository Trust Company. Except as provided in paragraphs (b) and (c) below, the Bonds may be transferred, in whole but not in part, only to the Securities Depository or the Securities Depository Nominee, or to a successor Securities Depository selected or approved by the Board or to a nominee of such successor Securities Depository. As to any Bond, the person in whose name such Bond shall be registered shall be the absolute owner thereof for all purposes, and payment of or on account of the principal of and premium, if any, and interest on any such Bond shall be made only to or upon the order of the registered owner thereof or his legal representative.

(a) Neither the Issuer, CoLT nor the Trustee shall have any responsibility or obligation with respect to:

- (1) the accuracy of the records of the Securities Depository or any Agent Member with respect to any beneficial ownership interest in the Bonds;
- (2) the delivery to any Agent Member, any beneficial owner of the Bonds or any other person, other than the Securities Depository, of any notice with respect to the Bonds or the Indenture; or
- (3) the payment to any Agent Member, any beneficial owner of the Bonds or any other person, other than the Securities Depository, of any amount with respect to the principal of, premium, if any, or interest on the Bonds.

So long as any Bonds are registered in Book-Entry Form, the Issuer, CoLT and the Trustee may treat the Securities Depository as, and deem the Securities Depository to be, the absolute owner of such Bonds for all purposes whatsoever, including without limitation:

- (i) the payment of principal of, premium, if any, and interest on the Bonds;
- (ii) giving notices of redemption and other matters with respect to the Bonds;
- (iii) registering transfers with respect to the Bonds;
- (iv) the selection of Bonds for redemption;
- (v) for purposes of obtaining consents under the Indenture; and
- (vi) notwithstanding the definition of the term "Owner" in the Indenture as referencing the registered owners of the Bonds, the Trustee shall be entitled to rely upon written instructions from a majority of the beneficial owners of the Bonds held in Book-Entry Form with reference to consent, if any, required from the owners of the Bonds pursuant to the terms of the Indenture.

(b) Notwithstanding paragraph (a) above, Owners of Bonds that originally received their Bonds in certificated form may continue to hold such Bonds without the requirement to convert such Bonds to Book-Entry Form. Upon any transfer of ownership of Bonds, such Bonds shall be converted to Book-Entry Form.

(c) If at any time the Securities Depository notifies the Issuer, CoLT or the Trustee that it is unwilling or unable to continue as Securities Depository with respect to the Bonds, or if at any time the Securities Depository shall no longer be registered or in good standing under the Securities Exchange Act or other applicable statute or regulation and a successor Securities Depository is not appointed by the CoLT within 90 days after the Issuer, CoLT or the Trustee receives notice or becomes aware of such condition, as the case may be, then this Section shall no longer be applicable, and the Issuer shall execute and the Trustee shall authenticate and deliver certificates representing the Bonds to the owners of the Bonds as otherwise provided in this Article II.

(d) Payment of the principal of, premium, if any, and interest on any Bonds not registered in Book-Entry Form shall be made as provided in this Article II.

(e) The principal of, premium, if any, and interest on the Bonds registered in Book-Entry Form in the name of the Securities Depository or the Securities Depository Nominee shall be payable by wire transfer from the Trustee to the Securities Depository or the Securities Depository Nominee, as the case may be.

## ARTICLE II EFFECT OF FOURTH SUPPLEMENTAL TRUST INDENTURE

**Section 2.01. Effect of Fourth Supplemental Indenture.** The provisions of this Fourth Supplemental Indenture shall become effective immediately upon the execution and delivery hereof and this Fourth Supplemental Indenture shall form a part of the Indenture and all the terms and conditions hereof shall be deemed to be part of the terms of the Indenture, as fully and with the same effect as if they had been set forth in the Indenture as originally executed and supplemented. Except as modified or amended by this Fourth Supplemental Indenture, the Indenture, as amended, shall remain and continue in full force and effect in accordance with the terms and provisions thereof, and all the covenants, conditions, terms and provisions of the Indenture, as amended, with respect to the Trustee, CoLT and the Issuer shall remain in full force and effect and be applied to the Trustee, CoLT and the Issuer in the same manner as though set out herein at length.

## ARTICLE III MISCELLANEOUS PROVISIONS

**Section 3.01. Severability.** In case any one or more of the provisions contained in this Fourth Supplemental Indenture shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Fourth Supplemental Indenture, but this Fourth Supplemental Indenture shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein or therein.

**Section 3.02. Counterparts.** This Supplemental Indenture may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original; and such counterparts, or an many of them as the Issuer, the Trustee and CoLT shall preserve undestroyed, shall, together constitute but one and the same instrument.

**Section 3.03. Governing Law.** This Fourth Supplemental Indenture shall be governed exclusively by the provisions hereof and by the applicable laws of the Commonwealth of Kentucky.

**Section 3.04. Notices to S&P.** All notices to S&P shall be provided to Standard & Poor's, 55 Water Street, 38th Floor, New York, New York 10041, phone (212) 438-2000, fax (212) 439-2152.

IN WITNESS WHEREOF, the Issuer has caused this Fourth Supplemental Indenture to be executed on its behalf by its Judge/Executive and attested by its Fiscal Court Clerk, the Trustee has caused this Fourth Supplemental Indenture to be executed in its name by its duly authorized signatory and CoLT has caused this Fourth Supplemental Indenture to be executed in its name by its Chairman, all as of the day and year first above written.

**THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A., as Trustee**

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

Title: \_\_\_\_\_

**PENDLETON COUNTY, KENTUCKY, as Issuer**

By: \_\_\_\_\_  
Judge/Executive

Attest:

\_\_\_\_\_  
Fiscal Court Clerk

**KENTUCKY ASSOCIATION OF COUNTIES  
LEASING TRUST**

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

**CONSENT TO  
FOURTH SUPPLEMENTAL TRUST INDENTURE**  
\$200,000,000  
Pendleton County, Kentucky  
Money Market Municipal Multi-County Lease Revenue Bonds  
(Kentucky Association of Counties Leasing Trust Program)  
Series 1989

The undersigned, on behalf of JPMorgan Chase Bank, N.A., the issuer of the letter of credit securing the above-referenced bonds, does hereby acknowledge that it has received and reviewed a proposed form of the Fourth Supplemental Trust Indenture and; as required by Section 12.05 of the Trust Indenture dated as of March 1, 1989 between Pendleton County, Kentucky, The Bank of New York Mellon Trust Company, N.A., successor to Liberty National Bank and Trust Company of Louisville, as trustee, and the Kentucky Association of Counties Leasing Trust, as supplemented by a First Supplemental Trust Indenture dated as of April 1, 1990, a Second Supplemental Trust Indenture dated as of May 1, 2004 and a Third Supplemental Trust Indenture dated as of July 1, 2006; hereby consents to the execution and delivery of said Fourth Supplemental Trust Indenture by the parties thereto.

**JPMORGAN CHASE BANK, N.A**

Dated as of: May 1, 2012

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

County Attorney Dean read in summary form an ordinance approving and authorizing the execution and delivery of a supplemental trust indenture in connection with the heretofore issued \$10,000,000 Multi County Lease Revenue bonds, 1993 series B. Squire Veirs made a motion approving this as the second reading, seconded by Squire Whaley, motion carried.

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

The Pendleton County Fiscal Court, at a meeting to be held on May 22, 2012 at 7:00 p.m. in the Pendleton County Courthouse, 233 Main Street, Falmouth, Kentucky will consider for passage, the following ordinance:

AN ORDINANCE OF PENDLETON COUNTY, KENTUCKY APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SUPPLEMENTAL TRUST INDENTURE IN CONNECTION WITH THE HERETOFORE ISSUED \$10,000,000 MULTI-COUNTY LEASE REVENUE BONDS, (KENTUCKY ASSOCIATION OF COUNTIES LEASING TRUST PROGRAM), 1993 SERIES B.

This Ordinance authorizes the delivery of a supplemental trust indenture by the County of Pendleton, Kentucky (the "County") related to its outstanding Multi-County Lease Revenue Bonds, (Kentucky Association of Counties Leasing Trust Program), 1993 Series B. THE OUTSTANDING BONDS DO NOT REPRESENT OR CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF THE CONSTITUTION OF THE COMMONWEALTH OF KENTUCKY.

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

**CERTIFICATION**

The undersigned, an attorney licensed to practice law in the Commonwealth of Kentucky, hereby certifies that the foregoing is a true and accurate summary of an Ordinance that has been prepared by an attorney licensed to practice law in the Commonwealth of Kentucky.

\_\_\_\_\_  
Licensed Kentucky Attorney

Squire Fields made a motion approving the second reading of the ordinance and first supplemental indenture, seconded by Squire Fogle, motion carried.

**ORDINANCE NO. 2012-\_\_**

AN ORDINANCE OF PENDLETON COUNTY, KENTUCKY APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SUPPLEMENTAL TRUST INDENTURE IN CONNECTION WITH THE HERETOFORE ISSUED \$10,000,000 MULTI-COUNTY LEASE REVENUE BONDS, (KENTUCKY ASSOCIATION OF COUNTIES LEASING TRUST PROGRAM), 1993 SERIES B.

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

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

WHEREAS, in order to assist the Program to fulfill its public purposes and functions, the Issuer heretofore issued its \$10,000,000 Multi-County Lease Revenue Bonds, 1993 Series B (Kentucky Association of Counties Leasing Trust Program), 1993 Series B (the "Bonds") in accordance with the provisions of KRS 65.210 through 65.300 and KRS 58.010 through 58.190, as amended (collectively, the "Act"); and

WHEREAS, the Bonds were issued pursuant to a Trust Indenture dated as of March 1, 1993 (the "Original Indenture") between the Issuer, CoLT and The Bank of New York Mellon Trust Company, N.A., successor PNC Bank, Kentucky, Inc., Louisville, Kentucky, as trustee (the "Trustee"); and

WHEREAS, the Issuer and CoLT, in order to maintain a rating on the Bonds, desire to clarify matters relating to the payment of the fees and expenses of the Trustee; and

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

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

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

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

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

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

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

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

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

INTRODUCED, SECONDED, READ AND GIVEN FIRST READING APPROVAL at a duly convened meeting of the Fiscal Court of Pendleton County, Kentucky, held on May 8, 2012.

GIVEN SECOND READING AND ADOPTED at a duly convened meeting of the Fiscal Court of Pendleton County, Kentucky, held on May 22, 2012, signed by the Judge/Executive as evidence of his approval, attested by the Fiscal Court Clerk, ordered published and filed as required by law, and declared to be in full force and effect from and after its adoption, approval and publication of a summary thereof according to law.

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

Attest:  
\_\_\_\_\_

\_\_\_\_\_  
Fiscal Court Clerk  
\_\_\_\_\_

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the duly qualified and acting Fiscal Court Clerk of Pendleton County, Kentucky, and as such Clerk, I further certify that the foregoing is a true, correct and complete copy of an Ordinance as appears to me in the records at Pendleton County, Kentucky, duly adopted by its Fiscal Court at a duly convened meeting held on May 22, 2012, signed by the Judge/Executive, duly filed, recorded and indexed in my office and now in force and effect, and that all action taken in connection with such Ordinance was in compliance with the requirements of Kentucky law, all as appears from the official records of said Fiscal Court in my possession and under my control.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Fiscal Court Clerk of  
Pendleton County, Kentucky

**FIRST SUPPLEMENTAL TRUST INDENTURE**

Between

PENDLETON COUNTY, KENTUCKY,

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.  
(successor to PNC Bank, Kentucky, Inc.)

and

KENTUCKY ASSOCIATION OF COUNTIES LEASING TRUST

SECURING

Multi-County Lease Revenue Bonds  
(Kentucky Association of Counties Leasing Trust Program)  
1993 Series B

Dated as of May 1, 2012

## FIRST SUPPLEMENTAL TRUST INDENTURE

This FIRST SUPPLEMENTAL TRUST INDENTURE is made and entered into as of this May 1, 2012 (the "First Supplemental Indenture"), by and between PENDLETON COUNTY, KENTUCKY, a political subdivision of the Commonwealth of Kentucky (the "Issuer"), THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (successor to PNC Bank, Kentucky, Inc.), as trustee (the "Trustee"), and the KENTUCKY ASSOCIATION OF COUNTIES LEASING TRUST, a trust organized under the laws of the Commonwealth of Kentucky ("CoLT").

WHEREAS, the Issuer, in accordance with the applicable provisions of Kentucky law, including KRS 65.210 through 65.300, as amended, the Interlocal Cooperation Act, and KRS 58.010 through 58.190, as amended (the "Act"), on March 10, 1993, issued its Multi-County Lease Revenue Bonds (Kentucky Association of Counties Leasing Trust Program) 1993 Series B in the aggregate principal amount of \$10,000,000 (the "Bonds") pursuant to the Trust Indenture dated as of March 1, 1993 (the "Original Indenture") between the Issuer, the Trustee and CoLT; and

WHEREAS, the Bonds were issued to finance the Kentucky Association of Counties Leasing Trust Program (the "Program"), to be administered by CoLT, to provide financing or refinancing of the acquisition, construction and installation of various public projects for lease to various counties and other public agencies, as lessees (the "Projects"); and

WHEREAS, the Trustee, the Issuer and CoLT, in order to maintain a rating on the Bonds, desire to clarify matters relating to the payment of the fees and expenses of the Trustee; and

WHEREAS, Section 11.02(f) of the Indenture provides that the Issuer, CoLT and the Trustee may, from time to time and at any time, without the consent of or notice to the owners of Bonds, enter into supplemental indentures to modify, alter, amend or supplement the Indenture in any respect to maintain a rating on the Bonds; and

WHEREAS, the Issuer has adopted an ordinance on May 22, 2012 authorizing the execution and delivery of this First Supplemental Indenture.

NOW THEREFORE, in consideration of the premises and the mutual agreements hereinafter contained, the Issuer, the Trustee and CoLT do hereby supplement and amend the Indenture as follows:

### ARTICLE I AMENDMENT OF INDENTURE

**Section 1.01. Amendment to Section 5.05 of the Original Indenture.** Section 5.05 of the Original Indenture is amended by adding the following subsection after subsection (b) thereof:

(c) *Restriction on Use of Amounts in Debt Service Reserve Fund.* Anything in this Indenture to the contrary notwithstanding, amounts on deposit in the Debt Service Reserve Fund (including any investment earnings thereon) will only be applied to pay debt service on the Series B Bonds and will not be available to pay Trustee fees or expenses, so long as no Event of Default occurs hereunder.

### ARTICLE II EFFECT OF FIRST SUPPLEMENTAL TRUST INDENTURE

**Section 2.01. Effect of First Supplemental Indenture.** The provisions of this First Supplemental Indenture shall become effective immediately upon the execution and delivery hereof and this First Supplemental Indenture shall form a part of the Indenture and all the terms and conditions hereof shall be deemed to be part of the terms of the Indenture, as fully and with the same effect as if they had been set forth in the Indenture as originally executed and supplemented. Except as modified or amended by this First Supplemental Indenture, the Indenture, as amended, shall remain and continue in full force and effect in accordance with the terms and provisions thereof, and all the covenants, conditions, terms and provisions of the Indenture, as amended, with respect to the Trustee, CoLT and the Issuer shall remain in full force and effect and be applied to the Trustee, CoLT and the Issuer in the same manner as though set out herein at length.

### ARTICLE III MISCELLANEOUS PROVISIONS

**Section 3.01. Severability.** In case any one or more of the provisions contained in this First Supplemental Indenture shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this First Supplemental Indenture, but this First Supplemental Indenture shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein or therein.

**Section 3.02. Counterparts.** This Supplemental Indenture may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original; and such counterparts, or an many of them as the Issuer, the Trustee and CoLT shall preserve undestroyed, shall, together constitute but one and the same instrument.

**Section 3.03. Governing Law.** This First Supplemental Indenture shall be governed exclusively by the provisions hereof and by the applicable laws of the Commonwealth of Kentucky.

**Section 3.04. Notices to S&P.** All notices to S&P shall be provided to Standard & Poor's, 55 Water Street, 38th Floor, New York, New York 10041, phone (212) 438-2000, fax (212) 439-2152.

[Signatures begin on the following page.]

IN WITNESS WHEREOF, the Issuer has caused this First Supplemental Indenture to be executed on its behalf by its Judge/Executive and attested by its Fiscal Court Clerk, the Trustee has caused this First Supplemental Indenture to be executed in its name by its duly authorized signatory and CoLT has caused this First Supplemental Indenture to be executed in its name by its Chairman, all as of the day and year first above written.

**THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A., as Trustee**

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

Title: \_\_\_\_\_

**PENDLETON COUNTY, KENTUCKY, as Issuer**

By: \_\_\_\_\_  
Judge/Executive

Attest:

\_\_\_\_\_  
Fiscal Court Clerk

**KENTUCKY ASSOCIATION OF COUNTIES  
LEASING TRUST**

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

**In Re: Discuss Solid Waste Franchise Agreement Proposal Notice and Proposal Specifications**

Discussion was held regarding a public notice requesting proposals for a Franchise Agreement for the pickup and delivery of residential solid waste delivered to the Rumpke Landfill. Squire Whaley made a motion to approve the Public Notice as presented, seconded by Squire Fogle, motion carried.

**Public Notice**

The Pendleton County Fiscal Court will be accepting proposals for a Franchise Agreement for the pickup and delivery of residential solid waste delivered to the Rumpke Land Fill in Pendleton County. The area to be covered by this proposal shall be the unincorporated area of Pendleton County to exclude both the City of Butler and Falmouth. The approximate number of customers to be serviced is 3250. The bid specs for this proposal may be picked up at the County Judge's Office, 233 Main Street, Second Floor, Falmouth, Kentucky 41040 or on the county website at: <pendletoncounty.ky.gov>. Proposal must be submitted to the County Judge's Office (see above address) no later than 4:00 PM and June 12, 2012. No faxed proposals will be accepted and all proposals shall be marked "PROPOSAL". The Pendleton County Fiscal court reserves the right to wavier any and all formalities in bidding. The court further reserves the right to reject any and all proposals and to accept any proposal, whether or not the lowest price, that the court, in its sole discretion, deems to be in the best interest of sound fiscal management for the county.

**REQUEST FOR PROPOSALS  
FOR THE COLLECTION AND DISPOSAL  
OF RESIDENTIAL SOLID WASTE IN THE  
COUNTY OF PENDLETON, KY**

- I. It is the intent of the County of PENDLETON to accept bids for a Franchise to use the roads of PENDLETON County for the purpose of collection, transportation, and disposal of all residential solid waste generated within the county.
- A. Residential solid waste will be defined as household waste generated from single- family residences with a maximum of two (2) dwelling units per building. Apartment complexes composed of multiple buildings in a common location are not included in this franchise agreement.
  - B. The Franchisee will be required to bill each residential solid waste generator individually. The County of PENDLETON will have no responsibility for any billing or collection.
  - C. The Franchisee will provide door-to-door collection for each residence and mobile recycling bins (at no expense to the County) up to a maximum of five (5) at designated sites for the collection of recyclable materials within the County. Residents will be informed in writing by the Franchisee of a time window when residential solid waste will be collected. There will be a limit of three (3) containers per residence. If a residence has more than three (3) or large or bulky items it is their responsibility to make arrangements with the Franchisee for pick-up.

- D. The Franchisee will provide all labor and equipment necessary to comply with the terms of the franchise agreement. Only closed trucks, maintained in a clean and sanitary condition, shall be used within the county. The Franchisee is responsible for complying with all local, state and federal laws, particularly those pertaining to the collection, transportation and final disposal of solid waste.
  - E. The Franchisee will dispose of all residential solid waste collected within PENDLETON County at the Rumpke PENDLETON County Landfill.
  - F. Standby equipment must be available and ready to operate in case of breakdown or accidents involving regular equipment. A list of all equipment available to service the County of PENDLETON must be submitted with the proposal.
  - G. The Franchisee will make a specific contact person and telephone number available to the County Solid Wasted Coordinator and County Judge Executive. This number will be available to all customers for registering any complaints pertaining to service provided under this franchise.
  - H. The Franchisee will ensure that the driver of each refuse truck utilizes adequate procedures to safely maintain the continued flow of traffic when operating on any public thoroughfare.
  - I. No collections shall be made before 6:00 AM or after 5:00 PM
  - J. For each violation of any of the terms and provisions of the franchise agreement, the Franchisee shall be liable to PENDLETON County for a civil penalty of \$250 for each violation, and each day of any continuation thereof.
  - K. No collection shall be made on Sundays, Christmas or New Year's Day. In years when Christmas and New Year's fall on regular collection days, the first business day following the holiday will be the designated day of service. This shall not interfere with collection on the normally scheduled routes. The Franchisee shall make provisions to ensure no reduction in service during any holiday week. A written report must be submitted to the County Solid Waste Coordinator or County Judge Executive to ensure service will not be disrupted to customers.
  - L. To assist bidders in calculating their bids the following information may be used:
    - 1. Population: 14,877
    - 2. Total number of single family residences served: 3250
    - 3. Total number of apartment buildings: One
    - 4. Miles of County and State Roads: 450
  - M. The term of the franchise agreement shall be two years, with four options for extensions of two years each, and extension prices should be included in the bid. Bid prices are meant to reflect only the current regulatory requirements of state, local and federal agencies and governments.
  - N. If bid is selected, the Bidder shall provide monthly management reports to PENDLETON County 109 Board that includes the volume of solid waste collected, land filled and recycled.
  - O. A Fuel Surcharge may be included in the quarterly statement but may not exceed a total of four (4) percent of the monthly residential collection amount.
- II. If selected to receive the franchise, the Franchisee must comply with the following requirements:
- A. Provide documentation that all waste is collected, handled, transported and disposed of according to law.
  - B. Cause to be issued and maintained the following policies of insurance:
    - 1. Worker's Compensation Insurance, as required by the terms of Chapter 342 of the Kentucky Revised Statutes, and Employer's Liability Insurance with a limit of no less than \$100,000 per Occurrence.
    - 2. A policy of insurance by which the insurance company agrees to pay, on behalf of the Franchisee and the County, all sums which they shall become legally obligated to pay as damages resulting from any action of the Franchisee in the performance of the terms and conditions of the franchise agreement, with limits of One Million (\$1,000,000) Dollars per occurrence.
  - C. Provide a \$10,000 letter of credit to the County for payment of any and all sums determined by the County to be due for civil penalties for violations of the franchise agreement.

- D. Provide monthly management reports to Pendleton County 109 Board that include, at a minimum, the volume of solid waste collected, land filled and diverted from the waste stream. The report shall also include the number and nature of any operational complaints received by the Franchisee from any source.
- E. Register and comply with Pendleton County Occupational Payroll Tax requirements.
- F. Provide, at the time of proposal submission, a list of all municipal accounts within the Northern Kentucky area, along with contact names and phone numbers for those accounts.
- G. The Franchisee who received this franchise must be prepared to begin full operation, including the completion of all preliminary customer notifications, on or before July 1, 2012.

III. Severance Clause:

- A. The County of PENDLETON is operating under an approved solid waste management plan, officially approved by the Kentucky Division of Waste Management on January 1, 1998 and updated periodically.
- B. If the County should elect to institute some type of collection/disposal Method other than Franchisee's such as mandatory collection, the County may withdraw, or make appropriate changes agreeable to both parties, from the contract Franchisee upon a ninety (90) day written notice.
- C. Either party may discontinue the franchise agreement without cause upon the providing of a ninety (90) day written notice.

**FRANCHISE PROPOSAL FORM  
MUST BE USED FOR PROPOSAL**

PLACE MONTHLY COST PER RESIDENTIAL HOUSEHOLD IN BLOCK BELOW DATE:

JULY 1, 2012 JUNE 30, 2014	JULY 1, 2014 JUNE 30, 2016	JULY 1, 2016 JUNE 30, 2018	JULY 1, 2018 JUNE 30, 2020	JULY 1, 2020 JUNE 30 2022

- CONTRACT MAY BE EXTENDED FOR A TWO YEAR PERIOD UPON APPROVAL OF BOTH PARTIES.
- PROOF OF INSURANCE DOCUMENTS MUST BE ATTACHED TO PROPOSAL
- LETTER OF CREDIT MAY BE PROVIDED AT TIME OF CONTRACT SIGNING.

\_\_\_\_\_  
NAME OF COMPANY SUBMITTING PROPOSAL

\_\_\_\_\_  
SIGNATURE OF PERSON AUTHORIZED TO SIGN CONTRACT

**In Re: Acknowledgement of Barb Dickison to the Pendleton County Planning Commission**

Judge Bertram explained to the Fiscal Court that the Planning Commission has had a vacancy on its board for more than 60 days and therefore the court cannot appoint a new member, the Planning Commission can however made a new appointment to be acknowledged by the Fiscal Court. The Planning Commission has appointed Barb Dickison to it's board, Squire Fields made a motion acknowledging this appointment, seconded by Squire Veirs, motion carried.

**In Re: Transfers**

Judge Bertram presented and reviewed the Budget Account Transfers, whereupon Squire Veirs made a motion to approve the transfers as presented, seconded by Squire Whaley, motion carried.

PENDLETON COUNTY FISCAL COURT  
TUESDAY MAY 22, 2012  
7:00 PM

COURT ORDERED TRANSFERS

General Fund

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

01-5001-445	Co. Judge Office Supplies	\$500.00
01-5010-445	Co. Clerk Office Supplies	\$600.00
01-5040-569	Registrations & Conferences	\$250.00
01-5081-411	Judicial Center Custodial Supplies	\$100.00

Road Fund

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

02-6105-405	Asphalt	\$102,700.00
-------------	---------	--------------

Jail Fund

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

03-5101-592	Maintenance & Repair Vehicles	\$100.00
-------------	-------------------------------	----------

911 Fund

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

75-5145-573	911 Telephone	\$1,500.00
-------------	---------------	------------

Henry W. Bertram

Vicky J. King

In Re: Payment of Claims

Judge Bertram presented and reviewed the payment of claims, whereupon Squire Fogle made a motion, seconded by Squire Whaley, that the following claims be allowed and paid out of the following funds, motion carried.

**Pendleton County Fiscal Court  
Voucher Claims Register**

General Fund

From Batch: 11-0122 To Batch: 11-0122

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
<b>Voucher No. 11-9921</b>						
		Vendor	MODERN LEA	MODERN LEASING		Voucher Date 05/22/2012
11-0122	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	6739737280	904227	COPIER LEASE JUDGES OFFICE	575.40
		Printed On Check 015076				Voucher Totals 575.40
<b>Voucher No. 11-9922</b>						
		Vendor	OFFICEDEPO	OFFICE DEPOT		Voucher Date 05/22/2012
11-0122	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	607628008001	904109	OFFICE SUPPLIES JUDGES OFFICE	49.21
11-0122	01-5047-445-	TAX ADMINISTRATOR OFFICE SUPPLIES	607664990001	904108	PRINTER TONER	49.49
11-0122	01-5205-403-	ANIMAL FOOD AND SUPPLIES	608148295001	904135	OFFICE SUPPLIES ANIMAL CONTROL	46.80
		Printed On Check 015077				Voucher Totals 145.50
<b>Voucher No. 11-9923</b>						
		Vendor	DONNA ROSE	DONNA ROSE COMPANY		Voucher Date 05/22/2012
11-0122	01-5010-445-	CO. CLERK OFFICE SUPPLIES	5250	904218	RECORDING BOOKS, CO CLERKS OFFICE	735.00
		Printed On Check 015078				Voucher Totals 735.00
<b>Voucher No. 11-9924</b>						
		Vendor	AMBULTAX	PENDLETON CO AMBULANCE TAXING DISTRICT		Voucher Date 05/22/2012
11-0122	01-5130-507-	AMBULANCE CONTRIBUTIONS		904208	GRANT FUNDS	10,169.49
		Printed On Check 015079				Voucher Totals 10,169.49
<b>Voucher No. 11-9925</b>						
		Vendor	KING	VICKY KING		Voucher Date 05/22/2012
11-0122	01-5040-569-	REGISTRATIONS & CONFERENCES		904235	CONFERENCE EXPENSE REIMBURSEMENT MILES & LODGIN	239.98
		Printed On Check 015080				Voucher Totals 239.98
<b>Voucher No. 11-9926</b>						
		Vendor	SCHLUETER	JENNY SCHLUETER		Voucher Date 05/22/2012
11-0122	01-5047-576-	TAX ADMINISTRATOR TRAVEL		904220	MILEAGE TO KOLA CONFERENCE 113 MI @ .48 A MILE	54.24
		Printed On Check 015081				Voucher Totals 54.24
<b>Voucher No. 11-9927</b>						
		Vendor	INDUSTRIAL	PENDLETON CO INDUSTRIAL AUTHORITY		Voucher Date 05/22/2012
11-0122	01-5075-578-	ECONOMIC DEVELOPMENT UTILITIES		904245	COMMUNITY DEVELOPMENT OFFICE EXPENSES	185.60
		Printed On Check 015082				Voucher Totals 185.60
<b>Voucher No. 11-9928</b>						
		Vendor	COOPER	COOPER WHOLESALE, INC.		Voucher Date 05/22/2012
11-0122	01-5080-411-	CUSTODIAL SUPPLIES	6165	904133	CUSTODIAL SUPPLIES COURTHOUSE	39.78
11-0122	01-5081-411-	JUDICIAL CENTER CUSTODIAL SUPPLIES	6209	904137	CUSTODIAL SUPPLIES JUDICIAL CTR	34.27
		Printed On Check 015083				Voucher Totals 74.05
<b>Voucher No. 11-9929</b>						
		Vendor	SCIOTO	SCIOTO, L.L.C.		Voucher Date 05/22/2012
11-0122	01-5081-320-	JUDICIAL CENTER CUSTODIAL PERSONNEL	051758	904226	MAY-GENERAL CLEANING, JUDICIAL CTR	2,635.30
		Printed On Check 015084				Voucher Totals 2,635.30
<b>Voucher No. 11-9930</b>						
		Vendor	JRP	J. R. P.		Voucher Date 05/22/2012
11-0122	01-5081-398-	JUDICIAL CENTER GROUNDS KEEPER	INV1542	904143	MULCH MOWING AT JUDICIAL CENTER	1,425.00
		Printed On Check 015085				Voucher Totals 1,425.00
<b>Voucher No. 11-9931</b>						
		Vendor	PETEDGE	PETEDGE		Voucher Date 05/22/2012
11-0122	01-5205-403-	ANIMAL FOOD AND SUPPLIES	P447376000011	904134	DOG LEADS	70.50
		Printed On Check 015086				Voucher Totals 70.50

**Pendleton County Fiscal Court**

**Voucher Claims Register**

General Fund

From Batch: 11-0122 To Batch: 11-0122

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	11-9932	Vendor	TARHE	TARHE SPORTS AND LEARNING CENTER		Voucher Date 05/22/2012
11-0122	01-5215-366-	SOLID WASTE CONTRACTED SERVICES	004024	LITTER PICK UP @ \$100 PER MILE		500.00
		Printed On Check 015087				500.00
Voucher No.	11-9933	Vendor	BOARD OF EDU	PENDLETON COUNTY BOARD OF EDUCATION		Voucher Date 05/22/2012
11-0122	01-5405-107-	RECREATION - SUPER / DIRECTOR	004244	APRIL 1/2 SALARY RECREATION SALARY		1,878.76
		Printed On Check 015088				1,878.76
Voucher No.	11-9934	Vendor	FAL OUTLOOK	THE FALMOUTH OUTLOOK		Voucher Date 05/22/2012
11-0122	01-9100-539-	LEGAL NOTICES	207	004141	LEGAL AD-SERVICE PERMIT	40.66
		Printed On Check 015089				40.66
Voucher No.	12-0000	Vendor	REBECCA	REBECCA GALLAGHER		Voucher Date 05/22/2012
11-0122	01-6065-102-	ELECTION OFFICERS SALARIES	004208	POLL WORKER, PRIMARY ELECTION		125.00
		Printed On Check 015089				125.00
15 Vouchers Printed Totalling						18,862.37

Page No 2

**Pendleton County Fiscal Court**

**Voucher Claims Register**

Road Fund

From Batch: 11-0222 To Batch: 11-0222

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	11-9935	Vendor	MAGO	MAGO CONSTRUCTION CO, INC		Voucher Date 05/22/2012
11-0222	02-6105-406-	ASPHALT	064276,054308	004230	726.67 BIT SRP, 411 GAL. TACK COAT, NEW ZION ROAD	43,807.30
11-0222	02-6105-405-	ASPHALT	054277,054307	004238	973.30 BIT SRP, 1,124.00 TACK COAT, BLACKBURN ROAD	50,010.17
		Printed On Check 007382				102,817.66
Voucher No.	11-9936	Vendor	HILLTOP	HILLTOP STONE LLC		Voucher Date 05/22/2012
11-0222	02-6105-406-	CRUSHED STONE & GRAVEL	870413	004048	0.12 TON 304'S, RYAN ROAD CULVERT	76.61
11-0222	02-6105-400-	CRUSHED STONE & GRAVEL	870413	004043	10.41 T 304'S-12.42 T #2'S OVERLK CT & COLONY SPUR	201.70
11-0222	02-6105-400-	CRUSHED STONE & GRAVEL	870312	004033	10.80 TON #2'S, 10.67 TON #304'S, RAVENSCRAFT	169.82
11-0222	02-6105-400-	CRUSHED STONE & GRAVEL	870312	004034	10.44 TON 304'S PALESTINE ROAD	67.70
		Printed On Check 007383				555.83
Voucher No.	11-9937	Vendor	PEOPLES TR	PEOPLES TROPHIES & AWARDS		Voucher Date 05/22/2012
11-0222	02-6105-447-	ROAD MATERIALS	774	004035	8 DOOR DECALS, JOHN DEER BUSHOO	64.00
		Printed On Check 007384				64.00
Voucher No.	11-9938	Vendor	LIMESTONRF	LIMESTONE FARM LAWN WORKSITE		Voucher Date 05/22/2012
11-0222	02-6105-447-	ROAD MATERIALS	01 1019000	004042	OIL FILTER FOR BACKHOE	70.00
		Printed On Check 007385				70.00
Voucher No.	11-9939	Vendor	J&N ELECTR	J & N ELECTRONICS		Voucher Date 05/22/2012
11-0222	02-6105-447-	ROAD MATERIALS	42208	004039	STROBE KIT, SHIPPING 2001 CHEVY PU	167.68
11-0222	02-6105-447-	ROAD MATERIALS	42293	004036	STROBE BULBS, SHIPPING, 2001 CHEV PU	90.66
		Printed On Check 007386				258.34
Voucher No.	11-9940	Vendor	SCOTT-GRO	SCOTT-GROSS COMPANY, INC.		Voucher Date 05/22/2012
11-0222	02-6105-447-	ROAD MATERIALS	2419568	004144	OXYGEN CYLINDER ROAD DEPT	33.26
		Printed On Check 007387				33.26
Voucher No.	11-9941	Vendor	FREEDOMREC	FREEDOM RECYCLING LLC		Voucher Date 05/22/2012
11-0222	02-6105-447-	ROAD MATERIALS	65	004142	DEBRIS REMOVAL FROM TORNADO DITE	325.00
		Printed On Check 007388				325.00
Voucher No.	11-9942	Vendor	NORTON	TIM NORTON AUTO SERVICE L.L.C.		Voucher Date 05/22/2012
11-0222	02-6105-447-	ROAD MATERIALS	25435	004229	01 DODGE BLOWER MOTOR, WATER PUMP, BALANCE TIRES	1,280.00
11-0222	02-6105-447-	ROAD MATERIALS	25531	004242	MOUNT/BALANCE TIRES XRT 3, VALVE STEM, 01 RAM	620.00
		Printed On Check 007389				1,600.00
Voucher No.	11-9943	Vendor	ENGLISHFO	RON ENGLISH / ENGLISH FOUNDATIONS		Voucher Date 05/22/2012
11-0222	02-6105-447-	ROAD MATERIALS	702094	004235	FOOTERS, WALLS AROUND CULVERT PIPE, MILFORD ROAD	2,000.00
		Printed On Check 007390				2,000.00
Voucher No.	11-9944	Vendor	SAVEYS	SAVEY'S TRACTOR & EQUIPMENT REPAIR		Voucher Date 05/22/2012
11-0222	02-6105-447-	ROAD MATERIALS		004217	0400 MODEL JOHN DEER TRACTOR REPAIRS	9,020.29
		Printed On Check 007391				9,020.29

Page No 1

**Pendleton County Fiscal Court**

**Voucher Claims Register**

Road Fund

From Batch: 11-0222 To Batch: 11-0222

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	11-9945	Vendor	FALMOUTH	CITY OF FALMOUTH		Voucher Date 05/22/2012
11-0222	02-6105-447-	ROAD MATERIALS		004237	5 GALLON FAST DRY TRAFFIC PAINT	136.60
		Printed On Check 007392				136.60
Voucher No.	11-9946	Vendor	TIM ANTRON	TIM ANTRONDS		Voucher Date 05/22/2012
11-0222	02-6105-573-	TELEPHONE		004216	REIMBURSEMENT FOR CELL PHONE JAN, FEB MARCH 2012	144.00
		Printed On Check 007393				144.00
12 Vouchers Printed Totalling						117,262.09

Page No 2

**Pendleton County Fiscal Court  
Voucher Claims Register**

*Jail Fund*

*From Batch: 11-0322 To Batch: 11-0322*

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Voucher Date	Amount
Voucher No.	11-0047	Vendor	BOONE JAIL	BOONE COUNTY JAIL			
11-0322	03-6101-314-	CONTRACT WITH OTHER COUNTIES	APRIL	003038	APRIL 2012, INMATE HOUSING		13,055.00
		Printed On Check	005708			Voucher Totals	13,055.00
Voucher No.	11-0048	Vendor	TONYGILLES	ANTHONY GILLESPIE			
11-0322	03-6101-455-	PETROLEUM PRODUCTS - GAS, OIL, ETC.		003030	REIMBURSEMENT FOR FUEL-PICKUP DAVIS COUNTY	05/22/2012	50.00
		Printed On Check	005709			Voucher Totals	50.00
Voucher No.	11-0049	Vendor	MIDWESTAUT	GLENN STRINKAMP - MIDWEST AUTOMOTIVE			
11-0322	03-6101-602-	MAINTENANCE & REPAIR - VEHICLES	0127	003041	OIL CHANGE, AIR /OIL FILTER, MOUNT & BALANCE TIRES	05/22/2012	78.48
		Printed On Check	005710			Voucher Totals	78.48
3 Vouchers Printed Totalling							13,183.48

Page No 1

**Pendleton County Fiscal Court  
Voucher Claims Register**

*L.G.E.A. Fund*

*From Batch: 11-0422 To Batch: 11-0422*

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Voucher Date	Amount
Voucher No.	11-0060	Vendor	MILES	RODNEY MILES - BODY SHOP			
11-0422	04-6135-682-	EMERGENCY MANAGEMENT VEHICLE&MAINTS	13212	004202	TIRES -00 FORD AMBULANCE	05/22/2012	348.40
		Printed On Check	002008			Voucher Totals	348.40
1 Vouchers Printed Totalling							348.40

Page No 1

**Pendleton County Fiscal Court  
Voucher Claims Register**

*011 Fund Fund*

*From Batch: 11-7522 To Batch: 11-7522*

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Voucher Date	Amount
Voucher No.	11-0061	Vendor	MODERN LEA	MODERN LEASING			
11-7522	75-6145-500-	MISCELLANEOUS CONTRACTUAL SERVICE	0739737260	004228	COPIER LEASE DISPATCH	05/22/2012	322.00
		Printed On Check	002073			Voucher Totals	322.00
Voucher No.	11-0062	Vendor	ANGELAWRIG	ANGELA WRIGHT			
11-7522	75-6145-500-	011 STAFF TRAINING		004210	REIMBURSEMENT 011 FEBRUARY TRAINING, 100 MI @ .45	05/22/2012	74.70
		Printed On Check	002674			Voucher Totals	74.70
2 Vouchers Printed Totalling							396.70

Page No 1

**In Re: Closing Remarks**

Squire Veirs stated that he attended the Planning Commission meeting and reported that the Commission discussed the right of way on county roads, the Planning Commission subdivision regulations have right of ways at 50 feet, while the county Administrative Code states that right of ways are 30 feet from the center line of the road, the commission voted to keep the right of way at 50 feet.

**In Re: Adjournment**

A motion was made by Squire Fields, seconded by Squire Whaley that this meeting be adjourned to meet again in regular session on June 12<sup>th</sup>, 2012 at 7:00 PM, subject to any called meetings, motion carried;

ATTEST:

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

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