PENDLETON COUNTY FISCAL COURT
AUGUST 28, 2012
COURT MET PURSUANT TO ADJOURNMENT
WITH
HONORABLE HENRY BERTRAM COUNTY JUDGE/EXECUTIVE
PRESIDING

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

MEMBERS ABSENT: None

COUNTY ATTORNEY: Jeff Dean

Invocation was given by Squire Whaley and the Pledge of Allegiance was led 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 22A – Waste Tire Agreement, Squire Whaley made a motion to approve the agenda as amended, seconded by Squire Fogle, motion carried.

In Re: Approval of Minutes

The minutes from the August 14th, 2012 meeting were presented to the court with Squire Veirs making a motion to approve the minutes as presented, seconded by Squire Fields, motion carried.

In Re: Approval of Treasurer's Report

Pendleton County Treasurer, Vicky King, presented the court with a written report for the month of July at the August 14th, 2012 meeting, Squire Whaley made a motion to approve the report as presented, seconded by Squire Veirs, motion carried.

In Re: John Patrick Presentation Dealing with Speeding on 491

Resident John Patrick was present to voice his concerns with traffic and speeding on Highway 491 in Pendleton County. Judge Bertram explained to Mr. Patrick that this is a state highway and he cannot set speed limits or put any signage on a state highway. This was informational only, no action taken.

In Re: Approve GRW Contract Amendment for Butler Sewer Project

Judge Bertram presented the court with a copy of Amendment No. 2 to the Engineering Agreement for Pendleton County Wastewater Systems Improvements. Squire Fogle made a motion approving the contract amendment, seconded by Squire Veirs, motion carried.

801 Corporate Drive
Lexington, KY 40503
Tel 859 / 223-3999
Fax 859 / 223-8917

GRW Engineers, Inc.

Engineering
Architecture
Planning
GIS
Aviation Consultants

Arlington, TX
Cincinnati, OH
Columbus, OH
Indianapolis, IN
Knoxville, TN
Louisville, KY
Nashville, TN

August 17, 2012

Mr. Bill Mitchell
Pendleton County Community Development Office
135 West Shelby Street
Falmouth, KY 41040

Re: Pendleton County Wastewater Systems Improvements
Amendment No.2 of Engineering Agreement
GRW Project No. 3962

Dear Mr. Mitchell:

Submitted herewith, are three (3) copies of Amendment No. 2 to our Engineering Agreement for the referenced project. Our original Engineering Agreement with Pendleton County was January 25, 2011. Please have Judge Bertram execute all copies and retain two (2) copies for your files and mail one (1) back to our office.

Should you have any questions or comments, please advise our office.

Sincerely,

John E. Martin, Jr., P.E
Project Manager

Encl

Engineers · Architects · Planners
GRW | 801 Corporate Drive Lexington, KY 40503

Transmittal

ID: 00002
Date Sent: 8/17/2012

GRW Project Name: 3962-01 Pend WW Imprvmnts
GRW Project Number: 3962-01
Client Number/Name: Pendleton County Fiscal Court

To: Bill Mitchell
City of Falmouth
Community Development Office
P.O. Box 171
Falmouth, KY 41040
859-654-4567 (Phone)
859-654-4309 (Fax)

From: John Martin
GRW
801 Corporate Drive
Lexington, KY 40503
859-223-3999 (Phone)
859-223-8917 (Fax)

Subject: Amendment No 2 of Eng Agree
Via: Mail
Purpose: For your review and comment
Remarks: Letter to Bill Mitchell and 3 copies of Amendment No. 2 mailed on August 17, 2012.
CC:

Description of Contents

Quantity	Title	Number	Date	Scale	Size	Revision
1	B. Mitchell Ltr and Amend. No. 2- 8-17-12.pdf		8/17/2012			

AMENDMENT NO. 2
AGREEMENT BETWEEN
PENDLETON COUNTY FISCAL COURT
AND
GRW ENGINEERS, INC.
FOR PROFESSIONAL SERVICES

This is an Amendment, made this ______th day of __________, in the year Two Thousand Twelve by and between the Pendleton County Fiscal Court (hereinafter called the OWNER) and GRW Engineers, Inc. (hereinafter called the ENGINEER).

WITNESSETH: THAT WHEREAS, the OWNER intends to plan, design and construct improvements to the Butler, Kentucky Wastewater Treatment Plant, replace approximately 327 water meters, approximately 90 water meter boxes and saddles and extend sewer service to Lower Lock Road.

WHEREAS, the Engineer is an independent consulting engineering firm and has on its staff, or available to it, the engineers, architects, etc., whose services would be required in the design, construction administration and resident inspection of the PROJECT; and

WHEREAS, the OWNER and ENGINEER have entered into an Engineering Agreement for Professional Services on the PROJECT, dated January 25, 2011;

WHEREAS, the OWNER and ENGINEER have entered into an amendment to the Agreement dated May 16, 2012;

NOW THEREFORE, the ENGINEER and OWNER, in consideration of the mutual covenants hereinafter set forth, agree to amend the Engineering Agreement as follows:

Refer to AMENDMENT No. 1, SECTION 2 – SCOPE OF SERVICES, dated May 16, 2011;

Add the following:

2.5 Butler WWTP Structural Assessment

2.5.1 ENGINEER will enter into a subcontract agreement with KTA – Tator, Inc. (KTA), 115 Technology Drive, Pittsburg, PA 15275, an independent consultant company that specializes in protective coatings to evaluate the existing structural integrity and condition of the two existing steel package WWTP's. The cornerstone of the approach involves an evaluation of the existing condition of coating systems (e.g. visible coating deterioration/visible corrosion, coating thickness, adhesion, substrate condition, lead/hazardous metal content) applied to the major structural components (i.e. floor, shell, roof) of the tank.

The remainder of the condition assessment focuses on the structural condition: visible indications of section loss, foundation settling, visible weld defects, broken or missing structural members.

KTA will submit a comprehensive report for review by the ENGINEER and OWNER that will include an assessment of the structural condition, maintenance recommendations, opinions of probable repair or upgrade costs and related life cycle implications. This report will aid the ENGINEER and OWNER in developing a plan to repair or upgrade the WWTP's. The Scope of Services will include:

2.5.1.1 Responsibilities of KTA – Tator, Inc.

Task 1 – Initial Background Data Collection and Drawing Review

- Obtain available construction drawings.
- Construction History – Information regarding the time sequence of the fabrication, maintenance repairs and renovations performed on the tank.
- Painting History – Information regarding dates and scope of maintenance painting, types of surface preparation performed and coating systems applied.
- Miscellaneous Background – Other pertinent data or information relating to coating system performance and/or operation or maintenance issues of concern.

Task 2 – Field Investigation

Task 2.1 Coating Condition Assessment

- Visual Examination – The coating system will be examined to determine the percentage of visible coating deterioration/corrosion in general accordance with SSPC-VIS 2, Standard Method for Evaluating the Degree of Rusting on Painted Steel Surfaces. Other objectionable coating characteristics (e.g. cracking, blistering, and peeling) will also be identified.
- Dry Film Thickness – The total dry film thickness of the existing coating system will be measured in representative areas of each major structural component using a Type II non-destructive magnetic dry film thickness gage. Calibration of the instrument is traceable to National Institute of Standards and Technology (NIST) calibration plates.
- Adhesion – Coating adhesion will be assessed in accordance with ASTM

D3359, "Measuring Adhesion by Tape Test" and/or ASTM D 6677, "Standard Test Method for Evaluating Adhesion by Knife." These methods involve scribing the coating with a knife and evaluating the adhesion according to an ASTM rating scale. Since adhesion testing is destructive, only a limited number of tests will be performed as deemed necessary by the KTA Professional to ascertain the representative adhesive properties of the existing coating systems. Repair of the coatings damaged during destructive testing will not be performed under this scope of services.

- Substrate Examination – The substrate is examined in order to determine or verify the type of surface preparation previously performed, and to identify potential concerns (e.g. intact or flaking mill scale, or under-film corrosion). Substrate examination is destructive to the coating in the test area and will typically be performed in the same locations of adhesion testing in order to limit the damage.

- Sample Procurement – Laboratory Analysis – Coating samples will be removed from the tank. The number of sample locations will be dependent upon background information on painting history and observed field conditions. Because sample procurement damages the existing coating systems, samples are typically obtained from the same locations used for adhesion testing and substrate examination.

  KTA's state-of-the-art laboratory will conduct analysis to determine the generic coating types and heavy metal (lead, cadmium, and chromium) content of the existing coating systems. This information is important in order to select a compatible over-coating system (if appropriate) and to determine environmental and worker protection requirements during any maintenance activities (painting or otherwise).

- Pitting Assessment – The approximate distribution/density, diameter range, and depth range of observed corrosion pits will be documented. Pit depths will be measured using a pointed probe type pit depth gauge. The gauge utilizes a projecting pin that extends to the bottom of the pit, while the instrument housing rests on the top of the surface.

- Miscellaneous Other Field Tests – Other field tests may be performed by the KTA Professional as deemed necessary to provide an adequate assessment of the condition of the tank.

Task 2.2 Structural Condition Assessment

- The foundations supporting the tank will be visually observed for signs of

settlement, cracking, and spalling.

- Broken, excessively corroded (>1/8" section loss), missing, deformed, dented, or dinged structural members observed and accessible during the assessment will be documented.

- The approximate distribution/density, diameter range, and depth ranges of observed excessive corrosion pits (>1/8") will be documented. Accessible pit depths will be measured as described in Task 2.1 – Pitting Assessment.

- The thickness of the substrate in areas where excessive pitting (>1/8" in depth) is observed will be measured or in areas deemed necessary by the KTA Professional. The measurements will be taken using a Type-D ultrasonic thickness gauge.

Task 3 – Data Analysis and Report Preparation

KTA will issue a comprehensive report of the observations and findings. The general layout of the final report will be as follows (unless requested otherwise):

- Executive Summary
- Background Information and Assessment Methodology
- Discussion of Results
- Coating Condition
- Structural Condition
- Recommendations
- Opinion of Probable Costs for Recommended Action

A hardcopy and electronic format version of the report will be delivered to the ENGINEER. The report will include color photographs to highlight key observations and findings. The Opinion of Probable Costs will be based upon take-off measurements from owner-supplied tank drawings (see Task 1), field verification of significant steel dimensions/quantities, and the recommended painting options, expressed as a range of probable cost.

2.5.1.2 Responsibilities of ENGINEER

- Coordinate two site visits with KTA (one site visit per WWTP).

- Assist the City of Butler in preparing a plan to drain and thoroughly clean each WWTP.

- Make a total of two (2) site visits to inspect each WWTP prior to KTA being on site.

- Review KTA report with OWNER.

2.5.1.3 Responsibilities of the City of Butler

- Drain and thoroughly clean each WWTP prior to field inspection.

- Provide safe access to the WWTP's (i.e. ladders, aerial lifts).

- Have plant personnel available on site for assistance.

- Provide available construction drawings.

- Provide construction history regarding the time sequence of the fabrication, maintenance repairs and renovations performed on the tank.

- Provide painting history regarding dates and scope of maintenance painting, types of surface preparation performed and coating systems applied.

- Provide miscellaneous pertinent data or information relating to coating system performance and/or operation or maintenance issues of concern.

Refer to the ORIGINAL AGREEMENT, SECTION 3 – ADDITIONAL SERVICES, dated January 25, 2011;

Add the following:

The ENGINEER will assist the OWNER in preparing bidding documents to purchase and install approximately 327 water meters and 90 water meter boxes and saddles.

Refer to SECTION 2 - SCOPE OF SERVICES;

Add the following:

2.6 Contract Documents, Bidding and Construction Administration Services for Water Meters Project

2.6.1 Contract Documents

2.6.1.1 Prepare Contract Documents for the installation of the water meters, boxes and saddles.

2.6.2 Bidding Phase

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

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

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

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

2.6.3 Construction Administration

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

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

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

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

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

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

Refer to SECTION 5 - COMPENSATION: Add the following sections:

5.22. The OWNER shall pay the ENGINEER a lump sum fee of $ 17,330.00 for services as described in Section 2.5 — Butler WWTP Structural Assessment.

5.23 The OWNER shall pay the ENGINEER a lump sum fee of $ 2,215.00 for services as described in Section 2.6.1 — Contract Documents.

5.24 The OWNER shall pay the ENGINEER a lump sum fee of $ 2,390.00 for services as described in Section 2.6.2 -- Bidding.

5.25 The OWNER shall pay the ENGINEER a lump sum fee of $ 2,270.00 for services as described in Section 2.6.3 — Construction Administration.

IN TESTIMONY WHEREOF, the parties hereto have caused their names to be hereunto affixed on this date first above written.

OWNER:	ENGINEER:
PENDLETON COUNTY, KY	GRW ENGINEERS, INC.
BY:________________	BY: Brad Montgomery
TITLE: Judge Executive	TITLE: Vice-President
ATTEST:________________	ATTEST: John E. Montague Jr.

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In Re: Used One Ton Truck at Surplus

Squire Fogle made a motion to purchase a One Ton Truck from surplus at a cost of $6,000.00, Squire Fields seconded the motion, motion carried.

In Re: Code Red Contract Approval

Judge Bertram presented the court with a copy of the Codered Service Agreement. Squire Veirs made a motion to accept the agreement as presented, seconded by Squire Fogle, motion carried.

CODERED SERVICES AGREEMENT

OCN/ECN Conversion Agreement
Unlimited Emergency Use

This CodeRED® Services Agreement ("Agreement") is made and effective as of *August 1, 2012* (the "Effective Date") by and between Emergency Communications Network, LLC. a Delaware Limited Liability Company ("Licensor") and *Pendleton County Fiscal Court*, a body politic and corporate of the State of *Kentucky* ("Licensee") located at *233 Main Street, Falmouth, KY 41040.*

Licensor is the owner of a service identified as "CodeRED® Emergency Notification System" (the "Service"). Licensee desires to utilize the Service for the purpose of communicating matters of public interest and concern. The parties agree as follows:

1. **License:** Licensor grants Licensee a non-exclusive and non-transferable license (the "License") to use the Service in accordance with the terms of this Agreement. Licensee assumes full responsibility for use of the Service by anyone who uses the Service through Licensee's access codes. Licensee may not assign, license, sublicense, rent, sell or transfer the License, the Service, those codes used to access the Service, or any rights under this Agreement. To access the Service, Licensor will provide Licensee with up to *three (3)* unique user name(s) and password(s).

2. **Ownership:** Licensee agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with the Service or any associated materials. The License confers no title or ownership in the Service or its underlying technology. Licensee understands and agrees that United States copyright laws protect the Service. Licensor reserves all rights in and to the Service and all underlying data and information maintained by Licensor relating to the Service, including but not limited to, the source or object code.

3. **Functionality:** Licensee's map shall only include data located within the geographic boundaries of the Pendleton County, Kentucky (the "Calling Area"). Licensee may only place calls to telephone numbers assigned within the 48 contiguous United States of America. International call rates may be set by separate agreement. Any additional Service functions will be charged at the rates on the Signature Page. Licensee agrees to pay Licensor, at its then-current rates, for Licensee's use of the Service beyond those set forth in this Agreement.

4. **Costs for the Service:** Licensee agrees to pay all costs and fees for utilizing the Service, as described on the Signature Page, and as set forth in this paragraph. Licensee understands and agrees that the pricing set forth on the Signature Page is predicated on *$0.76* per recipient ("Price Per Recipient"), based upon the number of Licensee's recipients, not to exceed *6,734*. Licensee further understands and agrees that a deviation above 2% of such population, as is listed in this Agreement, shall result in increased pricing, prorated in accordance with the time remaining in the Term, calculated by multiplying the Price Per Recipient by the updated population. Payment is due and payable upon receipt of invoice (ROI). Finance charges at a rate of 1% per month (12% per annum) will be charged on all balances outstanding beyond 30 days. All payments due under this Agreement shall be paid to: Emergency Communications Network, LLC at 9 Sunshine Blvd., Ormond Beach, FL 32174.

5. **Term of the Service Agreement:** This Agreement will continue for a period of *four (4) years* (the "Initial Term") commencing on the Effective Date. Upon termination of this Agreement, whether by expiration of the Initial Term, any Renewal Term (as hereinafter defined) (the Initial Term and any Renewal Term, collectively, the "Term"), or as set forth herein, Licensee's access to the Service will be terminated.

6. **Annual System Minute Bank Replenishment:** Licensor will grant Licensee unlimited use of the Service for delivering Emergency Messages within the Calling Area, and unlimited use of the Service for delivering messages to Licensee's staff. Emergency Messages are defined as messages delivered for incidents that are an immediate danger to life and/or property in the area immediately affected by the emergency event. Licensee will also be provided with a bank of system minutes, as defined on signature page, for general non-Emergency Messages to businesses and residents in the Calling Area ("General System Minutes"). In the event the Term of this Agreement continues for more than one (1) year, any unused General System Minutes will roll over to the following year. General System Minutes are not transferable and expire upon termination of this Agreement.

7. **Discount Contract Extension:** Upon completion of the Initial Term or any Renewal Term (as hereinafter defined), the Term of this Agreement will automatically extend for an additional four (4) year period (each a "Renewal Term"), except as otherwise set forth herein. This renewal provision will extend the Agreement by four (4) additional years at the end of each Initial Term or Renewal Term. Either party may cancel this renewal provision by submitting written notice to the other no less than 30 days prior to the end of the then-current Initial Term or Renewal Term. In the event the Agreement is extended:

Emergency Communications Network, LLC
CodeRED® Services Agreement
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Licensee

a) Any unused System Minutes remaining in Licensee's General System Minute bank from the prior Initial Term or Renewal Term, as applicable, will roll over for non-Emergency Messages and Licensor will update its systems to extend the License for four (4) additional years of use for unlimited Emergency Messages and unlimited staff messages;

b) Licensor will invoice Licensee at an annual rate equal to the Price Per Recipient of $0.75 multiplied by the most recent number of Licensee recipients, *which shall be paid in full for three (3) years upon commencement of the Renewal Term in exchange for Licensor waiving the fees for the fourth (4th) year*, and Licensee agrees to pay the additional fees set forth in this paragraph upon receipt of invoice from the Licensor, subject to the terms set forth in paragraph 4.

8. **Minute Bank Refill Feature:** Licensee understands that the actual calling minutes used by Licensee for non-Emergency Messages to residents and businesses in the Calling Area will be deducted from the balance of General System Minutes remaining in Licensee's account. In the event that using the Service for non-Emergency Messages completely exhausts Licensee's included General System Minutes, Licensor will immediately refill Licensee's General System Minute bank with a block of 3,440 General System Minutes and will invoice Licensee for the Additional General System Minute price as indicated on the Signature Page. Licensee shall pay Licensor in accordance with the terms set forth in paragraph 4. Licensee understands and agrees that it is required to maintain a General System Minute balance at all times, and agrees to purchase additional General System Minute blocks as needed in order to maintain a General System Minute balance.

9. **Appropriate Use of The Service:** Licensee agrees to maintain its user name(s) and password(s) as confidential information. Licensee agrees to use the Service in a way that conforms with all applicable federal, state and local laws and regulations, including but not limited to all telemarketing and prerecorded call laws. Licensee agrees that Licensor shall not be liable for the content of message(s) created by Licensee or by those who access the Service using Licensee's codes. Licensee agrees to defend, indemnify and hold harmless Licensor and its affiliates, employees, officers, directors, managers, members and agents from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, whether brought by a third party, arising from any violation of any laws or this Agreement by Licensee; from the content, placement, or transmission of any messages sent through Licensee's accounts, or use of the Service through Licensee's account.

10. **Security:** Licensor will use commercially reasonable practices and standards to secure and encrypt data transmissions. Licensee understands and acknowledges that Licensor is providing the Service on the World Wide Web utilizing public utility services which may not be secure. Licensee agrees that Licensor shall not be liable to Licensee for any interruption of service as a result of any disruption by an Internet Service Provider or public utility. Licensee agrees that any errors, duplications, or inaccuracies related to Licensee or user supplied data will be the responsibility of the Licensee. Licensee recognizes that once email and text messages have been released from Licensor's equipment, the ultimate delivery of the messages depends on the message recipient's local network and that Licensor cannot guarantee the delivery of email and text messages.

11. **Representations and Warranties:** Licensee acknowledges and agrees that: (a) software in general is not error-free and the existence of any errors in Licensee's software used in conjunction with the Service shall not constitute a breach of this Agreement; (b) Licensee is responsible for maintaining access to the Internet in order to use the Service; Licensor in no way warrants Licensee's access to the Internet via Licensee's Internet Service Provider(s); and (c) the individual signing on behalf of Licensee has full authority to cause Licensee to enter into and be bound by the terms of this Agreement and this Agreement fully complies with all laws, ordinances, rules, regulations, and governing documents by which Licensee may be bound.

12. **Disclaimer:** In no event (even should circumstances cause any or all of the exclusive remedies to fail their essential purpose, and even if Licensor has been advised of the possibility of such damages) shall Licensor, its officers, directors, managers, members employees or agents, be liable for any indirect, punitive, special, incidental or consequential damages of any nature (regardless of whether such damages are alleged to arise in contract, tort or otherwise), including, but not limited to, loss of anticipated profits or other economic loss in connection with the existence, furnishing, function, or Licensee's use of the Service or this Agreement. Licensee understands that the cumulative liability of Licensor for any and all claims relating to the Service shall not exceed the most recent payment made by Licensee to Licensor. The Service is provided as-is, and Licensor disclaims all warranties, express or implied, and does not warrant for merchantability or fitness of a particular purpose.

13. **Confidentiality:** Licensee understands and agrees that persons in the Calling Area may voluntarily contribute their contact information to be used in the Service, and that Licensor shall develop a database of such information, along with other information licensed to Licensor (the "Data"). Licensee agrees that Licensor desires to maintain the privacy of the Data, and that Licensee shall make no ownership claims regarding such Data. Licensee further acknowledges that

Emergency Communications Network, LLC
CodeRED® Services Agreement
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Licensor may disclose to Licensee certain confidential, proprietary trade secret information of Licensor (along with the Data, "Confidential Information"). Confidential Information may include, but is not limited to, the Service, computer programs, diagrams, manuals, specifications, design documents, marketing information, user data, Calling Area data, financial information or business plans. Licensee agrees that, at all times during and after the termination of this Agreement, Licensee will not, without the prior written consent of Licensor, disclose any Confidential Information or any part thereof to any third party. Nothing in this Agreement will be deemed to prohibit the disclosure of any information in response to a subpoena or other similar order by a court or agency. Licensee will promptly notify the Licensor of the receipt of any subpoena or similar order and of any request under a Public Information Act or similar law, and will assist Licensor in preventing the disclosure of the Confidential Information pursuant to the extent required by Licensor.

14. Termination: Licensee or Licensor may terminate this Agreement at the completion of the Initial Term or the then-current Renewal Term by providing the other with no less than 30 days advance written notice prior to the end of the Term. Licensee understands and agrees that failure to provide notice as set forth herein shall result in automatic renewal. Upon termination of this Agreement, Licensee will return all Confidential Information and copies to Licensor. Licensor, in its sole discretion, may also terminate this Agreement: a) for any reason by providing no less than 30 days advance notice, and in such case, Licensor will refund to Licensee an amount equal to the lesser of the monthly-prorated balance of the annual fee based on the number of days left in the term of the Agreement or the difference between the annual fee and the number of minutes used by Licensee, for any purpose, multiplied by the Additional General System Minute price on the Signature Page; or b) immediately, and without further notice, as a result of Licensee's breach of this Agreement, and in such case, no fees paid hereunder shall be refunded. Upon termination, Licensee agrees to remove any computers within Licensee's control, any and all files and documents related to the Service.

15. Notices: All notices hereunder shall be in writing and shall be deemed delivered upon: (a) personal delivery, if delivered by hand during ordinary business hours; (b) the day of delivery if sent by U.S. Mail, postage pre-paid; or (c) the day of signed receipt if sent by certified mail, postage pre-paid, or other nationally recognized carrier, return receipt or signature provided and in each case addressed to the parties as follows:

As to Licensor: Emergency Communications Network, LLC, 9 Sunshine Blvd. Ormond Beach, FL 32174

As to Licensee: *Pendleton County Fiscal Court, Attn: Mike Moore/Emergency Management Director, 233 Main Street, Falmouth, KY 41040.*

Either party may change the address provided herein by providing notice as set forth in this paragraph.

16. General: (a) This Agreement supersedes all prior understandings or agreements, whether oral or written, on the subject matter hereof between the parties. Only a further writing that is duly executed by both parties may modify this Agreement. The terms and conditions of this Agreement will govern and supersede any additional terms provided unless mutually agreed to via written signature by both parties, including additional terms contained in standard purchase order documents and third party application terms. (b) Each party to this Agreement agrees that any dispute arising hereunder shall be submitted to binding arbitration according to the rules and regulations of, and administered by, the American Arbitration Association, and that any award granted thereunder may be rendered to final judgment. If any dispute arises hereunder, the prevailing party shall be entitled to all costs and attorney's fees from the losing party for enforcement of any right in this Agreement, whether in arbitration, a Court of first jurisdiction and all Courts of Appeal. (c) In the event any provision of this Agreement is determined by an arbitrator or court of competent jurisdiction to be void, the remaining provisions of this Agreement shall remain binding with the same effect as though the void provision(s) had been limited or deleted, as applicable. (d) This Agreement may be executed in counterparts, each of which shall constitute an original, with all such counterparts constituting a single instrument. The headings contained in this agreement shall not affect the interpretation of this Agreement and are for convenience only. Licensee agrees that this Agreement shall not be construed against the Licensor as the drafter, and that Licensee has read and understands this Agreement, and had the opportunity to review this Agreement with legal counsel. (e) Certain obligations set forth herein represent independent covenants by which either party hereto may be bound and shall remain bound regardless of any breach of this Agreement and shall survive termination of this Agreement.

[Remainder of page intentionally left blank. Signatures appear on following page.]

Emergency Communications Network, LLC
CodeRED® Services Agreement

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Initials
Licensor
Licensee

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties execute this Agreement on the date(s) indicated below.

Licensee: *Pendleton County Fiscal Court, Kentucky*	Licensor: Emergency Communications Network, LLC
By:	By:
Printed Name: Henry W. Bertram	Printed Name:
Title: Judge/Exe	Title:
Date: 8/24/12	Date:

Four (4) year CodeRED Service Agreement	$0.75 x 5,734 population x 4 years	= $ 17,202.00
Credit for 4th year due to pre-payment	$0.75 x 5,734 population x 1 year	= ($ 4,300.50)
TOTAL OWED FOR SERVICE THROUGH JULY 31, 2016:		$ 12,901.50
Unlimited Emergency Messages to Map		$ Included
Unlimited Messages to Licensee's Staff		$ Included
34,404 General System Minutes per year for non-Emergency Messages		$ Included
Additional General System Minutes		$ 0.50 per minute
Email and Text Messaging		$ No Charge
Up to 3 CodeRED user pass codes Additional Pass codes may be purchased for an annual fee of $250.00 per pass code.		$ Included
Initial Residential Database Upload		$ Waived
One (1) CodeRED distance training session Additional distance training sessions may be purchased for $150.00 per hour (one hour minimum) In-person training sessions may be purchased for $1,000.00 per trainer, per day, plus all travel and lodging		$ Included
Standard CodeRED data collection website		$ No Charge
Standard CodeRED mapping interface and data layers		$ No Charge

Database Accuracy Updates

Licensor Supplied Database: "Database Accuracy Updates" ensure that the data population maintained by Licensor undergoes periodic accuracy checks using the Licensor's most current in-house compiled database including. *Quarterly "Database Accuracy Updates" will be performed by the Licensor.* Additional updates requested by Licensee will be at 3¢ per record in final updated database population.

Licensee Supplied Database: A service labor fee of $100.00 per hour will be billed to Licensee for any data importing, manipulating, and loading any database supplied by Licensee or on Licensee's behalf to Licensor.

Annual System Maintenance, including all Software Upgrades $ No Charge

OPTIONAL: GIS Upload and Hosting upon request: $ 2,500

GIS information must be in a standard format recognizable and electronically transferable to the CodeRED system. Up to 10 layers may be loaded for use in the System. Licensee may update up to 10 layers annually at Licensees discretion.

GIS Custom Street "single layer" Upload and Hosting upon request: $250

Emergency Communications Network, LLC
CodeRED® Services Agreement

Page 4 of 4

Initials
Licensor
Licensee

In Re: Falmouth Fire Department Contract

Judge Bertram presented the court with a copy of an Interlocal Fire Protection Agreement between the county and the city of Falmouth. Squire Whaley made a motion to approve this agreement, seconded by Squire Whaley, motion carried.

INTERLOCAL FIRE PROTECTION AGREEMENT

AN INTERLOCAL FIRE PROTECTION AGREEMENT BETWEEN THE CITY OF FALMOUTH, KENTUCKY, AND THE PENDLETON COUNTY FISCAL COURT, ESTABLISHING AND SETTING OUT THE TERMS AND CONDITIONS FOR THE PROVISION OF FIRE PROTECTION SERVICES BY THE CITY OF FALMOUTH VOLUNTEER FIRE DEPARTMENT IN THE UNINCOROPRATED AREAS OF PENDLETON COUNTY, INCLUDING THE SERVICE AREA PREVIOUSLY SERVED BY THE BUTLER AND COMMUNITY VOLUNTEER FIRE DEPARTMENT INC.

Upon the enactment of this Interlocal Fire Protection Agreement (hereinafter "Agreement") by the City of Falmouth (hereinafter "City") and the County of Pendleton (hereinafter "County"), there are established and set out the terms and conditions for the provision of fire protection services by the City of Falmouth Volunteer Fire Department in both the unincorporated portion of the service area of Pendleton County formally served by the Butler and Community Volunteer Fire Department Inc., as well as that area previously served under the original City-County Fire Agreement of 2006, by each of the legislative bodies of the City and the County;

WHEREAS, the City and the County previously entered into a City-County Fire Agreement in 2006, as amended on April 24, 2012;

NOW, THEREFORE, be it agreed by the City of Falmouth and the County of Pendleton, jointly, as follows:

Section 1 Updated Amendment of the City-County Fire Protection Agreement by and between the parties hereto of 2006:

The purpose of this Interlocal Fire Protection Agreement is to set forth terms and conditions of the provision of Fire Protection Services by the City of Falmouth Volunteer Fire Department in the unincorporated area of Pendleton County previously served by the past Butler and Community Volunteer Fire Department Inc., as well as to Amend the provisions of the original Agreement of the parties of 2006.

Section 2 EFFECTIVE DATE

July 1, 2012

Section 3 TERM OF AGREEMENT – RENEWAL OF AGREEMENT

a) The term of this Agreement shall begin June 30, 2012 and continue for three (3) month periods thereafter.

b) This Agreement is automatically renewed under same terms and conditions, unless either party, by written notice to the other one (1) month prior to expiration of the current term, proposed changes in the Agreement, or to terminate the Agreement.

c) Following notice as set out in b) above, either party has the right to terminate this Agreement by non-renewal on written intent to so do thirty (30) days prior to the renewal date.

Section 4 AREA OF COVERAGE BY CITY OF FALMOUTH VOLUNTEER FIRE DEPARTMENT

a) The unincorporated area of the County previously served by the past Butler and Community Volunteer Fire Department, Inc. The area described (attached map) is that area shown north of the line running east and west of the Falmouth Fire Protection Area; the area shown west of the line running north and south of Northern Pendleton Fire

District Protection Area; the area shown south of the line running east and west of the Campbell County line, Kenton Fire District boundary line and the Kenton County line respectively; and the area shown east of the line running north and south of Grant County line.

b) The unincorporated area of the County, south of the line running east and west (attached map), and also as set out in the original agreement of 2006.

Section 5 CITY CHARGES FOR SERVICES IN COUNTY

Pendleton County agrees to pay City of Falmouth as follows:

a) $150.00 Per Fire Truck responding to scene;

b) $20.00 per department member responding to scene;

c) $75.00 Flat rate for fuel per run;

d) Statement of charges is to be submitted to County on a monthly basis for each fire call during the month, prior to the second Tuesday, the first monthly meeting of Pendleton Fiscal Court.

e) Payment is to be made to City by the first Wednesday following the first monthly meeting of Pendleton Fiscal Court.

Section 6 MUTUAL AID TO FIRE DEPARTMENTS

Falmouth Volunteer Fire Department will provide mutual aid, as needed as set out in separate written agreements, to the North Pendleton Fire Direct Area and to surrounding fire protection areas.

3

Section 7 This Updated Amendment to Agreement shall be effective July 1, 2012 upon passage of Resolutions reflecting approval of both parties, respectively. All employees and officials at the City of Falmouth and the County of Pendleton are hereby directed to offer their full cooperation to facilitate a successful and smooth transition to the Interlocal Fire Protection Agreement.

CITY OF FALMOUTH

BY: Mark Hart
Mark Hart, Mayor

ATTEST:
Terry England
Terry England, City Clerk/Treasurer

PENDETON COUNTY FISCAL COURT

BY: ______________________
Henry W. Bertram, Judge Executive

ATTEST:

____
Vicky King, Fiscal Court Clerk

APPROVED AS TO FORM AND CONTENT:

____
Henry Watson III
Counsel to the City of Falmouth

____
Date

____
Jeff Dean
Pendleton County Attorney

____
Date

4

In Re: Approve Airport Waterline Grant fro FAA

Judge Bertram presented the court with a copy of a Grant Agreement for a waterline project at the Gene Snyder Airport. Squire Fogle made a motion, seconded by Squire Fields to approve this grant agreement, motion carried.

U.S. Department
of Transportation
Federal Aviation
Administration

Memphis Airports District Office
2862 Business Park Dr., Bldg. G
Memphis, TN 38118-1555
Phone: 901-322-8180

PLEASE READ BEFORE EXECUTING GRANT

August 23, 2012

Mr. Dan Bell, Chairman
Falmouth-Pendleton County Airport Board
630 Maple Ave.
Falmouth, KY 41040

Dear Mr. Bell:

Gene Snyder Airport
Falmouth, Kentucky
Grant Offer, AIP Project No. 3-21-0064-012-2012

Enclosed are four copies of a Grant Offer issued in accordance with your Federal Assistance Application dated August 15, 2012, for Airport Improvement Program (AIP) Project Number 3-21-0064-012-2012, Gene Snyder Airport, Falmouth, KY. This Grant Offer is in the amount of $39,360 from funds authorized under "The FAA Modernization and Reform Act of 2012", and appropriated under the terms of "The Consolidated and Further Continuing Appropriations Act of 2012".

On March 2006, FAA issued Advisory Circular 150/5300-18 providing guidance for aeronautical surveys, data collection, and Airports Geographic Information System (Airports GIS) standards. In FY 2011, we implemented a phased transition to incorporate the Airports GIS requirements specified in AC 150/5300-18. The Gene Snyder Airport is now required to incorporate Airports GIS into all FAA grant-funded projects for safety critical projects. We have determined that AC 150/5300-18 requirements do not apply to the Utilities Improvement project included in this grant offer.

Your attention is invited to the Terms and Conditions of Accepting Airport Improvement Program Grants dated April 13, 2012. You are requested to review that document prior to signing the Grant Agreement.

The Grant Offer may be accepted on or before September 12, 2012. Please complete Acceptance by having the authorized officials execute this section of the grant offer. **Certification by the attorney must be completed following the acceptance and dated on or after the acceptance date.** After the authorized officials have executed the Grant

2

Agreement, please FAX a copy to our office at 901-322-8195 and mail two executed copies of the Grant to the Manager, Airports District Office; Federal Aviation Administration; 2862 Business Park Drive, Building G; Memphis, Tennessee 38118-1555.

Sincerely,

Tommy L. Dupree, Acting Manager
Memphis Airports District Office

Enclosures
cc: KDA

U. S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

Date of Offer: August 23, 2012
Project Number: 3-21-0064-012-2012
DUNNS No.: 094564635

RECIPIENT: The City of Falmouth, KY; County of Pendleton, KY; and the Falmouth – Pendleton County Airport Board (Herein called Sponsor)
Airport: Gene Snyder

OFFER

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States' share of ninety percent (90%) of the allowable costs incurred in accomplishing the project consisting of the following:

Improve Utilities

as more particularly described in the Project Application dated August 15, 2012.

The maximum obligation of the United States payable under this Offer shall be $39,360 for airport development, $ 0 for land, and $ 0 for planning. This offer is made in accordance with and for the purpose of carrying out the provisions of Title 49, United States Code, herein called Title 49 U.S.C. Acceptance and execution of this offer shall comprise a Grant Agreement, as provided by Title 49 U.S.C., constituting the contractual obligations and rights of the United States and the Sponsor.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Tommy L. Dupree, Acting Manager
Memphis Airports District Office

SPECIAL CONDITION
(None)

ACCEPTANCE

The Sponsor agrees to accomplish the project in compliance with the terms and conditions contained herein and in the document "Terms and Conditions of Accepting Airport Improvement Program Grants" dated April 13, 2012. The Sponsor specifically acknowledges that knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject the Sponsor's Designated Official Representative to fines, imprisonment or both if the U.S. Department of Justice determines the official acted outside the scope of his/her duties.

Executed this _____ day of _________________, 2012.
(Seal)

City of Falmouth, Kentucky
Name of Sponsor

Attest

Signature of Sponsor's Designated Official Representative

Title

Title

Page 1 of 3 (AIP Grant # 3-21-0064-012-2012)

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of The Commonwealth of Kentucky. Further, I have examined the foregoing Grant Agreement, and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and Title 49 U.S.C. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Signature of Sponsor's Attorney ______________________ Date ______________________

The Sponsor agrees to accomplish the project in compliance with the terms and conditions contained herein and in the document "Terms and Conditions of Accepting Airport Improvement Program Grants" dated April 13, 2012. The Sponsor specifically acknowledges that knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject the Sponsor's Designated Official Representative to fines, imprisonment or both if the U.S. Department of Justice determines the official acted outside the scope of his/her duties.

Executed this _____ day of_______________, 2012.
(Seal)

County of Pendleton, Kentucky
Name of Sponsor

Attest ______________________

Signature of Sponsor's Designated Official Representative

Title ______________________

Title

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of The Commonwealth of Kentucky. Further, I have examined the foregoing Grant Agreement, and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and Title 49 U.S.C. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Signature of Sponsor's Attorney ______________________ Date ______________________

The Sponsor agrees to accomplish the project in compliance with the terms and conditions contained herein and in the document "Terms and Conditions of Accepting Airport Improvement Program Grants" dated April 13, 2012. The Sponsor specifically acknowledges that knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject the Sponsor's Designated Official Representative to fines, imprisonment or both if the U.S. Department of Justice determines the official acted outside the scope of his/her duties.

Executed this _____ day of_______________, 2012.
(Seal)

Falmouth – Pendleton County Airport Board
Name of Sponsor

Attest ______________________

Signature of Sponsor's Designated Official Representative

Title ______________________

Title

Page 2 of 3 (AIP Grant # 3-21-0064-012-2012)

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of The Commonwealth of Kentucky. Further, I have examined the foregoing Grant Agreement, and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and Title 49 U.S.C. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Signature of Sponsor's Attorney ______________________ Date ______________________

Page 3 of 3 (AIP Grant # 3-21-0064-012-2012)

In Re: Approve Appointment of Gregg Browning to the Pendleton County Cemetery Board

Squire Fields made a motion to approve appointment of Gregg Browning to the Pendleton County Cemetery Board, seconded by Squire Veirs, motion carried.

RE: Cemetery Board

Subject: RE: Cemetery Board
From: Stephen Mulloy <smulloy@shelterinsurance.com>
Date: 8/24/2012 3:22 PM
To: 'Henry Bertram' <pendjud@fuse.net>

Henry, I talked with Gary Barnard and he's ok w Greg Browning and I am also. I'm sure Roger Anderson is indifferent on the matter so go ahead with what you need to do and also a Billy Matthews is a possible republican prospect. He's a friend of Gregs. We will call a meeting soon. Thanks, Steve Mulloy

-----Original Message-----
From: Henry Bertram [mailto:pendjud@fuse.net]
Sent: Monday, August 20, 2012 1:38 PM
To: steve mulloy
Subject: Cemetery Board

Steve,

As you may know, we have had two resignations on the cemetery board. Both Ron Moreland and Henry Aulick have turned in their resignations. Their explanation is that they are getting too old for all the hard work. I worked with Henry two weeks ago and I found out why he can't get help. He worked me to death.

Gregg Browning with the Historical Society has approched me to fill one of the positions. I would like you to discuss this with the other board members before I tell him anything. Let me know if you are okay with talking with them.

Thanks!!!!

Henry

--
Henry W. Bertram, Pendleton County Judge/Executive

Please visit Pendleton County's website at www.pendletoncounty.ky.gov.

1 of 1 9/7/2012 8:37 AM

In Re: Approve Part-Time Road Department Employees

Squire Veirs made a motion to approve the hiring of two seasonal road department employees, seconded by Squire Whaley, motion carried.

In Re: Approve Part-Time Co-Op Employee

Squire Fogle made a motion to approve a Co-Op employee to work at the animal shelter, Squire Fields seconded the motion, motion carried.

In Re: Approve Paying Jail Employees for Security During Northern Pendleton Tornado

Jail employees worked security for the Sheriff during the March tornado in the Peach Grove area, Judge Bertram informed the court that it is the responsibility of the court to pay these employees and ask for a motion approving this payment. Squire Whaley made a motion approving the payment of the employees, seconded by Squire Veirs, motion carried.

RE: Help

Subject: RE: Help
From: "Thompson, Wendy (DLG)" <wendy.thompson@ky.gov>
Date: 8/13/2012 10:21 AM
To: "Vicky king" <vking_3280@fuse.net>

Whether they work for the Jail or Sheriff, they are still county employees either way. The correct thing to do would have been to have the jail pay them and then have the sheriff reimburse the jail for the patrols. Ultimately, they have to be paid for time worked or you then have a federal issue with the labor department. So no this isn't misappropriation of funds because they are jail employees.

Wendy Thompson
Local Government Advisor
Department for Local Government
1024 Capital Center Drive, Suite 340
Frankfort, KY 40601
502-573-2382
502--573-3712 - fax

-----Original Message-----
From: Vicky king [mailto:vking_3280@fuse.net]
Sent: Monday, August 13, 2012 10:06 AM
To: Thompson, Wendy (DLG)
Subject: Help

I have a question and I am hoping you can give me some direction as to how to handle it.

During the tornado the Sheriff ask a couple of the jailer's staff to do evening patrols to discourage looting - for some reason when he turned in his time and materials to FEMA he didn't turn in their time - he is now refusing to pay them and the Judge is not willing to pay them because the were not working for the county but for the sheriff - can we pay them without it being considered a misappropriation of funds?

Any advice you can offer will be greatly appreciated,

Thanks

--
Vicky King
Pendleton County Treasurer
859-654-4321

No virus found in this message.
Checked by AVG - www.avg.com
Version: 2012.0.2197 / Virus Database: 2437/5197 - Release Date: 08/13/12

of 1 8/13/2012 10:40 AM

PENDLETON COUNTY DEPUTY JAILER

Time Sheet

Employee Name Anthony Gillespie

Date 3-10-12

WEEK 1	THUR	FRI	SAT	SUN	MON	TUES	WED	
SHIFT WORKED							3-7	
REG HOURS								
OVERTIME HOURS							8	(Reg) x 14.91
SICKTIME HOURS								
VACATION DAYS								119.28
PERSONAL DAYS								
HOLIDAYS								

WEEK 2	THUR	FRI 3-9	SAT 3-10	SUN	MON	TUES	WED	
SHIFT WORKED								
REGULAR HOURS								
OVERTIME HOURS		12	12					(OT) 24 x 22.37
SICKTIME HOURS								
VACATION DAYS								536.88
PERSONAL DAYS								
HOLIDAYS								

SUMMARY

TOTAL REGULAR HOURS [illegible] TOTAL OVERTIME HOURS [illegible] TOTAL SICKTIME HOURS ______
TOTAL VACATION DAYS ______ TOTAL PERSONAL DAYS ______ TOTAL HOLIDAYS ______
EMPLOYEE SIGNATURE Tony Gillespie
SUPERVISOR SIGNATURE ______

656.16 x 5% = 623.35 x 7.65 = 656.16
656.16 x 19.55 =
47.69 (FICA)
128.28 (Retirement)
832.13 Tony

Tony 656 16
Paul 468 00
FICA 47 69
FICA 35 80
Retirement 128 28
1335 93

PENDLETON COUNTY DEPUTY JAILER

Time Sheet

Employee Name Paul Vater

Date 3/11/12

WEEK 1	THUR 3-8	FRI 3-9	SAT 3-10	SUN 3-11	MON 3-12	TUES 3-13	WED 3-14	
SHIFT WORKED								
REG HOURS	X	X	X	X				
OVERTIME HOURS	12	X	12	12				Reg 36
SICKTIME HOURS								
VACATION DAYS								
PERSONAL DAYS								
HOLIDAYS								

WEEK 2	THUR 3-15	FRI 3-16	SAT 3-17	SUN 3-18	MON 3-19	TUES 3-20	WED 3-21	
SHIFT WORKED								
REGULAR HOURS								
OVERTIME HOURS								
SICKTIME HOURS								
VACATION DAYS								
PERSONAL DAYS								
HOLIDAYS								

SUMMARY

TOTAL REGULAR HOURS ______ TOTAL OVERTIME HOURS [illegible] TOTAL SICKTIME HOURS ______
TOTAL VACATION DAYS ______ TOTAL PERSONAL DAYS ______ TOTAL HOLIDAYS ______
EMPLOYEE SIGNATURE Paul Vater
SUPERVISOR SIGNATURE ______

36 x 13.00 = 468.00 x 7.65 = 468.00
35.80 (FICA)
503.80 PAUL

In Re: Approve Sheriff's Audit Closeout and 2011 Tax Settlement

Judge Bertram presented the court with a copy of the Sheriff's 2011-2012 Property Tax audit, Squire Whaley made a motion approving the tax settlement, seconded by Squire Fields, motion carried.

Z-01
MG 7/9/12

Pendleton County
Charles Peoples, Sheriff
Exit Conference
Sheriff's Settlement – 2011 Taxes
For the period April 16, 2011 through April 16, 2012

Date:	August 13, 2012
Auditors Present:	Michael Greenwell, Auditor
Auditees Present:	Charles Peoples, Sheriff
Location:	Sheriff's Office

We appreciate the courtesy extended to our audit staff. During the course of our audit we have developed the following comments and recommendations for your review. Please enter your response and initial the space provided. *The Sheriff has 10 days to respond. Written responses need to be received by the auditor no later than August 27, 2012 in order to be included in the audit report. Responses will be included as written by the Sheriff, without any editing by the Auditor of Public Accounts.*

1. The Sheriff Should Settle The Tax Account

The Sheriff should settle the tax account. The Sheriff's tax account owes the Mental Health Department $52 and the Ambulance District $767. The Sheriff's tax account is due $228 from County, $1,162 from the School, $260 from the Library, and $82 from the Extension Office. The Sheriff should settle his tax account by collecting the receivables and paying the liabilities as shown above and on the attached *Determination of Fund Balance*. <C-07>

Initials: CP Response or Additional Information: ______________________

SOI: Referenced Audit Documentation

PENDLETON COUNTY SHERIFF'S OFFICE
202 CHAPEL STREET • FALMOUTH, KENTUCKY 41040
Office (859) 654-4511 Fax (859) 654-5974
Dispatch Center (859) 654-3300
www.sheriff.pendletoncounty.ky.gov
Charles Wm. "Craig" Peoples, *Sheriff* Billy Todd Dennie, *Chief Deputy*

August 13, 2012

Pendleton County Fiscal Court
Henry Bertram, Judge/Executive
Main St.
Falmouth, Kentucky 41040

Re: 2011-2012 Tax Audit

Vicky,

Per the Audit of the 2011-2012 Property Tax Collections and the Mental Health Tax Settlement Worksheet the County is due the amount of $ 52.00.

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

PENDLETON COUNTY SHERIFF
CHARLES WILLIAM PEOPLES
TAX ACCOUNT
202 CHAPEL ST PH 859-654-4511
FALMOUTH, KY 41040

1714

DATE August 13, 2012

PAY TO THE ORDER OF Pendleton County Treasurer (Mental Health) $ 52.00/00
Fifty – two ——— 00/100 ——— DOLLARS

THE BANK OF KENTUCKY

FOR per audit settlement

⑈001714⑈ ⑆042102115⑆ ⑈0039148⑈

In Re: Approve contract for Marketing Gateway

Squire Veirs made a motion to approve a contract between the Pendleton County Fiscal Court and Angela Hornbeck for the marketing of Gateway Community College in Pendleton County, Squire Whaley seconded the motion, motion carried.

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT IS MADE AND EXECUTED this _____ day of ______________, 2012, by and between the PENDELTON COUNTY FISCAL COURT (hereinafter THE COUNTY) and ANGELA HORNBECK, (hereinafter THE CONTRACTOR).

I. Services

THE CONTRACTOR shall perform the professional and technical services outlined in APPENDIX A (Professional Services Program) to this contract.

II. Terms

THE CONTRACTOR services shall commence on September 1, 2012 and be performed continuously for a period of twenty (20) weeks. All terms of this Contract shall remain in full force and effect until that date unless and until either party hereto gives 15 days written notice to the other party of its intent to terminate this Contract prior to said date, in which event this Contract will terminate, after the said 15 day period, or unless and until either party desires to change the terms of the Contract and such changes are agreed upon by a properly-executed revision per Section 8.

III. Compensation

The amount of compensation to be paid by the County to THE CONTRACTOR for the services outlined in Appendix A shall be $4,500.00 to be paid in installments of $ 225.00 per week. THE CONTRACTOR shall keep an accounting of all charges against this Contract which shall be regularly and upon request, accessible to the County for review.

IV. Data to Be Furnished to THE CONTRACTOR

If the services to be performed by THE CONTRACTOR are dependent upon the County's furnishing data and information to THE CONTRACTOR, all information, data, reports, records, maps, and other graphic materials as are existing, available, and necessary for the carrying out of the work shall be furnished to THE CONTRACTOR without charge by the County and its agencies, and the County shall cooperate with THE CONTRACTOR in every way possible.

V. Personnel

THE CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required to perform the services required under this Contract. Such personnel

shall not be deemed employees of, or have any contractual or agency relation with the County.

VI. Relationship of the Parties

In the performance of the duties and obligations imposed on each party by this Agreement, it is mutually understood and agreed that THE CONTRACTOR is at all times acting as an independent contractor with respect to Pendleton County. As such THE CONTRACTOR shall be responsible for all taxes and insurance, including workers compensation insurance for herself and her employees. Pendleton County shall not have any control or direction over the manner, methods or means by which THE CONTRACTOR performs her work and functions.

VII. Termination or Suspension of Contract

In the event of termination, as provided for in Section 2, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, or other materials prepared by THE CONTRACTOR and delivered to the County under this Contract shall, at the option of the County, become the County's property and THE CONTRACTOR shall be entitled to receive just and equitable compensation for any work completed on such documents and other materials for which THE CONTRACTOR has not already invoiced the County.

VIII. Liability / Damages

Notwithstanding Section VII, THE CONTRACTOR shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by THE CONTRACTOR, and the County may withhold any payments to THE CONTRACTOR for the purposes of setoff until such time as the exact amount of damage due to the County from THE CONTRACTOR is determined.

Similarly, the County shall not be relieved of liability to THE CONTRACTOR for damages sustained by THE CONTRACTOR by virtue of any breach of contract by the County, and THE CONTRACTOR may withhold any finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports, and/or other materials prepared by THE CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due THE CONTRACTOR is determined.

IX. Waivers or Revisions

To be valid, a waiver or revision of any portion of this Contract must be in writing from an authorized representative of the County and THE CONTRACTOR.

X. Choice of Law

This agreement shall be interpreted according to the laws of the Commonwealth of Kentucky. Pendleton County, Kentucky shall be the sole and exclusive venue for any state court proceeding that may arise out of this agreement.

XI. Authority

The County and THE CONTRACTOR warrant that they have taken all necessary steps specified by the Kentucky Revised Statutes to empower lawfully their representatives to execute this Contract and any revisions thereto.

XII. Entire Agreement

This Agreement constitutes the entire agreement between the parties. There are no agreements, understandings, restrictions, warranties or representations between the parties other than those set forth herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their authorized officers as of the day and year written herein as the date of execution.

PENDLETON COUNTY FISCAL COURT	THE CONTRACTOR
HENRY W. BERTRAM JUDGE/EXECUTIVE	Angela Adams Hornbeck ANGELA HORNBECK

APPENDIX A

PROFESSIONAL SERVICES PROGRAM

THE CONTRACTOR shall provide services as the PENDLETON COUNTY /GATEWAY INITIATIVE COORDINATOR and will provide the following professional services.

The PENDLETON COUNTY GATEWAY COORDINATOR will serve as a liaison between Gateway Community and Technical College and the local Advisory and Marketing Committees in the Pendleton County community. The primary services provided by THE CONTRACTOR will be to coordinate efforts to market and assist in the implementation of the programs and services of the Gateway Pendleton County Center. The services are anticipated to require between 8-12 hours (average of 10) per week through December 2012 with continuation based on the overall success of the initiative.

Specific Services include the following:

1. Provide coordination of meetings of the local Advisory Committee (minimum of 2 meetings), the local marketing committee (anticipate 4-5 meetings) and other committees as needed.
2. Working with the GCTC marketing department and the local Marketing Committee to complete the following:
   a. Coordinate the production of marketing materials for the initiative including banners, brochures and other literature and media. (Much of this work will be completed by GCTC staff and the coordination can be accomplished electronically.)
   b. Coordinate the dissemination of marketing materials in the local communities.
   c. Coordinate the marketing activities determined to be critical by the local Advisory Committee, Marketing Committee. Working closely with key

members of the Advisory Committee (i.e. Bill Mitchell, Judge Bertram)
   d. Arrange for any needed speakers for local civic, government, clubs with regard to the initiative. Be able to meet with small groups and make a presentation about the initiative as requested.
3. Serve as the "in community" liaison for the college's admissions and recruitment efforts by providing basic information to students and prospective students regarding admissions (distributing and collecting forms periodically) relaying information about classes, assisting with any general orientation or information sessions. (Much of this can be accomplished via phone to key staff at the college, i.e. Shelby Krentz, Director of Early College Initiatives, Andre Washington, Dean of Enrollment).
4. Collaborate with GCTC personnel and the local community to plan for future semester classes with a focus on the Spring 2013 session including courses to be taught, location of classes, times, etc. Assist in the recruitment of qualified faculty to teach the courses. This work will be coordinated through the Advisory Committee and GCTC personnel.
5. Provide periodic visits to the classes during the semester to provide a personal connection to the students and faculty members and to learn and resolve any issues related to the classes. (Meet each class at the beginning and at least 3 other times during the term.)
6. THE CONTRACTOR shall report to: Bill Mitchell (for the local Advisory /Marketing Committees/Pendleton County) and Shelby Krentz (for Gateway)

In Re: Report on Debris Cleanup of Peach Grove Tornado Area

Judge Bertram reported that approximately 75 volunteers were on hand to help with debris clean up in the tornado area on Saturday, August 25, 2012. The county used grant funds to rent two front end loaders to help with debris removal and Judge Bertram volunteered to operate one and Tony Maxedon operated the other. This was informational only, no action taken.

In Re: Catawba Bridge Report

Judge Bertram informed the court that he has spoken with Karen Murphy of CSX and informed her that Kentucky Transportation has determined that they cannot use state funds to fund a bridge owned by the railroad and that the county will agree to spend up to $110,000.00 to replace the railroad bridge on Catawba Road. Once this bridge is completed it will become the property of the county. At the time of this meeting there had been no response from Ms. Murphy. This is informational only, no action taken.

In Re: Kincaid Dredging Meeting Report

Judge Bertram and Bill Mitchell will be going to Frankfort in the near future to meet with representatives from the Department of Fish and Wildlife. This was informational only, no action taken.

In Re: Williamstown Lake Committee Dissolution

Judge Bertram presented the court with a copy of an Interlocal Agreement terminating the Interlocal Agreement for Lake Williamstown Expansion, Squire Fields made a motion to accept this agreement, seconded by Squire Fogle, motion carried.

INTERLOCAL AGREEMENT
TERMINATING
INTERLOCAL AGREEMENT FOR LAKE WILLIAMSTOWN EXPANSION

This Interlocal Agreement (the "Termination Agreement") is made and entered into this ______ day of ____________________, 2012, by and between the County of Grant, Kentucky ("Grant County"), the County of Pendleton, Kentucky ("Pendleton County"), and the City of Williamstown, Kentucky ("Williamstown").

WITNESSETH:

WHEREAS, Kentucky Revised Statutes §65.210, et seq. (the "Interlocal Cooperation Act") allows local governmental units to make the most efficient use of their resources by enabling them to cooperate on the basis of mutual advantage; and

WHEREAS, Grant County and Pendleton County, acting by and through their respective Fiscal Courts, and Williamstown, acting by and through its City Council, on November 6, 2000, in accordance with the Interlocal Cooperation Act, entered into a valid and enforceable agreement entitled Interlocal Agreement for Lake Williamstown Expansion (the "Prior Agreement"); and

WHEREAS, Grant County and Pendleton County, acting by and through their respective Fiscal Courts, and Williamstown, acting by and through its City Council, desire to voluntarily terminate the Prior Agreement and mutually agree to terminate the Prior Agreement; and

WHEREAS, the Prior Agreement expressly provides that it may be terminated at any time by mutual agreement of the parties thereto.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereby agree with each other and their successors as follows:

1. Termination of Prior Agreement. The Prior Agreement shall terminate as of the date of this Termination Agreement. All rights and duties created by the Prior Agreement shall terminate as of the date of this Termination Agreement, except as provided herein.

2. Termination of Lake Williamstown Expansion Committee. The Lake Williamstown Expansion Committee (the "Committee") shall be disbanded as of the date of this Termination Agreement. All of the Committee's rights, powers, and duties under the Prior Agreement shall terminate as of the date of this Termination Agreement, except as provided herein.

3. Distribution of Assets. As of July 13, 2012, the Committee's assets total $839,903.04. The assets held by the Committee shall be distributed as follows:

1

COUNTY OF GRANT, KENTUCKY
BY: ____________________
Darrell Link, Grant County Judge/Executive
Dated this 6th day of August, 2012.

COUNTY OF PENDLETON, KENTUCKY
BY: ____________________
Henry Bertram, Pendleton County Judge/Executive
Dated this 14 day of August, 2012.

FILED, pursuant to KRS Chapter
65 et seq. this ______ day of ____________, 2012.

DEPARTMENT FOR LOCAL GOVERNMENTS

3

In Re: Waste Tire Grant

Squire Whaley made a motion to approve application for grant funding for the management of waste tires, seconded by Squire Veirs, motion carried.

ENERGY AND ENVIRONMENT CABINET

Steven L. Beshear
Governor

Department for Environmental Protection
Division of Waste Management
200 Fair Oaks
Frankfort, Kentucky 40601
www.waste.ky.gov

Leonard K. Peters
Secretary

June 29, 2012

Dear County Judges/Executive and 109 Board Chairs:

The Division of Waste Management is pleased to announce the availability of a $3,000 Waste Tire Grant to help counties pay for the disposal or recycling of waste tires. Funding for this grant comes from the Waste Tire Trust Fund established in KRS 224.50-880.

Eligible expenses under this grant are the actual costs (up to $3,000) that the county incurs during the grant period for disposal or recycling of waste tires. Other expenses -- such as labor and equipment costs, for example -- are not eligible.

The grant period is July 1, 2012, through June 30, 2013. **Grant funds will only be disbursed after the County's previous 2011-2012 Waste Tire Grant has been closed.**

Note:

- There is no match requirement for this grant.
- To obtain this grant, the county must submit a signed "Waste Tire Grant Agreement," attached, and that agreement must be received in the office of Recycling and Local Assistance.
- **By July 15, 2012,** the county shall submit a completed and signed "Report for Waste Tire Grant," attached, and include with that Report:
  - all receipts for actual costs incurred under this Waste Tire Grant during the grant period, and
  - information about either the total number of tires, or the total weight of tires in tons, the county disposed or recycled during the grant period using Waste Tire Grant funds.
- Any Waste Tire Grant money not spent during the grant period shall be returned to the cabinet by **July 30, 2013** in the form of a check payable to the Kentucky State Treasurer.

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We expect to disburse grant funds by the end of July, 2012.

ATTN: Ricky Solomon
Division of Waste Management
200 Fair Oaks Lane, 2nd Floor
Frankfort, KY 40601

If you have any questions, call Ricky Solomon or me at (502) 564-6716.

We look forward to continuing our partnership with you to improve the environment in the commonwealth.

Sincerely,

Chris R. Fitzpatrick

Chris R. Fitzpatrick, Manager
Recycling and Local Assistance Branch

cc: SWC

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COUNTY REQUEST AND AGREEMENT FOR WASTE TIRE GRANT FUNDING

Pendleton County hereby applies for grant funding pursuant to KRS 224.50-880 for the management of waste tires as described below.

The county understands and agrees to the following terms and conditions:

- This Waste Tire Grant funding shall be used only for actual costs, incurred by the county during the grant period, for the disposal or recycling of waste tires. The grant period is July 1, 2012 through June 30, 2013.
- By July 15, 2013, the county shall submit a completed "Report for Waste Tire Grant" and all receipts demonstrating actual costs incurred by the county during the grant period for the disposal or recycling of waste tires under this Waste Tire Grant.
- Waste Tire Grant funds not spent during the grant period shall be reimbursed to the Cabinet by July 15, 2013.

Pendleton
County

Signature,
Head of Governing Body

Business Address: 233 Main St (Street) Falmouth (City) 41040 (Zip)

Federal ID Number: 61-6002764

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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 AUGUST 28, 2012
7:00 PM

COURT ORDERED TRANSFERS

Jail Fund

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

03-5101-441	Machinery and Equipment	$23,200.00

INTERFUND TRANSFERS

Transfer from General Fund to Jail Fund	$30,000.00
Transfer from General Fund to 911 Fund	$30,000.00

Henry W. Bertram

Vicky J. King

In Re: Payment of Claims

Judge Bertram presented and reviewed the payment of claims, whereupon Squire Fields made a motion seconded by Squire Fogle 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: 08/28/2012 To: 08/28/2012

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 02-5133		Vendor BILLMITCHE BILL MITCHELL			Voucher Date	08/28/2012
02-0128	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES		905015	RECORD LAKE WILLIAMSTOWN TERMINATION AGREEMENT	13.00
		Printed On Check 015331			Voucher Totals	13.00
Voucher No. 02-5134		Vendor MODERN LEA MODERN LEASING			Voucher Date	08/28/2012
02-0128	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	6730747247	905022	COPIER LEASE - JUDGES OFFICE	790.86
		Printed On Check 015332			Voucher Totals	790.86
Voucher No. 02-5135		Vendor FRANKAMMER FRANK AMMERMAN			Voucher Date	08/28/2012
02-0128	01-5020-509-	REGISTRATIONS, CONF, & TRAINING		905003	REIMBURSEMENT FOR CONFERENCE EXPENSES	297.42
		Printed On Check 015333			Voucher Totals	297.42
Voucher No. 02-5136		Vendor HENRY BERT HENRY BERTRAM			Voucher Date	08/28/2012
02-0128	01-5025-499-	OTHER SUPPLIES		905010	REIMBURSEMENT FOR MEALS AT FRANKFORT MEETING	26.67
		Printed On Check 015334			Voucher Totals	26.67
Voucher No. 02-5137		Vendor KING VICKY KING			Voucher Date	08/28/2012
02-0128	01-5040-509-	REGISTRATIONS & CONFERENCES		905041	REIMBURSEMENT, TREAS CONFERENCE 214 MILES, PARKIN	107.44
		Printed On Check 015335			Voucher Totals	107.44
Voucher No. 02-5138		Vendor SCHWAAB SCHWAAB, INC.			Voucher Date	08/28/2012
02-0128	01-5047-445-	TAX ADMINISTRATOR OFFICE SUPPLIES		905025	PRE INKED STAMP	39.90
		Printed On Check 015336			Voucher Totals	39.90
Voucher No. 02-5139		Vendor KOLA KY OCCUPATIONAL LICENSE ASSOCIATION			Voucher Date	08/28/2012
02-0128	01-5047-509-	TAX ADMINISTRATOR REGIS,CONF&TRAINING		905067	2012 KOLA CONFERENCE, TAX ADMIN	175.00
		Printed On Check 015337			Voucher Totals	175.00
Voucher No. 02-5140		Vendor BRIANTHOMP BRIAN THOMPSON			Voucher Date	08/28/2012
02-0128	01-5070-445-	P & Z OFFICE SUPPLIES		905050	RIMBURSEMENT FOR CERTIFIED MAIL	4.10
		Printed On Check 015338			Voucher Totals	4.10
Voucher No. 02-5141		Vendor INDUSTRIAL PENDLETON CO INDUSTRIAL AUTHORITY			Voucher Date	08/28/2012
02-0128	01-5075-578-	ECONOMIC DEVELOPMENT UTILITIES		905044	COMM. DEVELOPMENT OFFICE EXPENSE - 41.25%	200.86
		Printed On Check 015339			Voucher Totals	200.86
Voucher No. 02-5142		Vendor TOWERCLOCK DAVID NEAL			Voucher Date	08/28/2012
02-0128	01-5080-571-	COURTHOUSE RENEWALS & REPAIRS		905011	INSTALLATION OF REBUILT TOWER CLOCK MOVEMENT	1,000.00
		Printed On Check 015340			Voucher Totals	1,000.00
Voucher No. 02-5143		Vendor WOODYMORG/ ELWOOD MORGAN			Voucher Date	08/28/2012
02-0128	01-5080-571-	COURTHOUSE RENEWALS & REPAIRS		905078	TOP TREES, REMOVE DEBRIS, COURTHOUSE YARD	1,475.00
		Printed On Check 015341			Voucher Totals	1,475.00
Voucher No. 02-5144		Vendor SCIOTO SCIOTO, L.L.C.			Voucher Date	08/28/2012
02-0128	01-5081-320-	JUDICIAL CENTER CUSTODIAL PERSONNEL		905073	AUGUST CLEANING SERVICES-JUDICIAL CTR	2,635.30
		Printed On Check 015342			Voucher Totals	2,635.30

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Pendleton County Fiscal Court
Voucher Claims Register
General Fund
From: 08/28/2012 To: 08/28/2012

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 02-5145		Vendor COOPER	COOPER WHOLESALE, INC.		Voucher Date	08/28/2012
02-0128	01-5081-411-	JUDICIAL CENTER CUSTODIAL SUPPLIES	10241	904700	CUSTODIAL SUPPLIES, JUDICIAL CTR	55.08
		Printed On Check 015343			Voucher Totals	55.08
Voucher No. 02-5146		Vendor DEBRA	DEBRA-KUEMPEL		Voucher Date	08/28/2012
02-0128	01-5081-571-	JUDICIAL CENTER RENEWALS AND REPAIRS	694672	905021	REPLACE FUSE, CEILING TILES; LABOR,MATERIAL, FUEL,	942.30
02-0128	01-5081-571-	JUDICIAL CENTER RENEWALS AND REPAIRS	695560	905057	REPAIRS TO CONDENSER WATER PUMP	720.00
		Printed On Check 015344			Voucher Totals	1,662.30
Voucher No. 02-5147		Vendor JONGOSNEY	JON GOSNEY - ELECTRICAL SERVICES		Voucher Date	08/28/2012
02-0128	01-5085-441-	CO. PROPERTIES - MACHINERY&EQUIPMENT		905001	MAINTENANCE & REPAIRS ON EOC RADIO TOWER BLDG	1,223.02
		Printed On Check 015345			Voucher Totals	1,223.02
Voucher No. 02-5148		Vendor FALMOUTH	CITY OF FALMOUTH		Voucher Date	08/28/2012
02-0128	01-5120-507-	FIRE DEPARTMENT CONTRIBUTIONS		905076	JUNE FIRE RUNS	10,585.00
02-0128	01-5120-507-	FIRE DEPARTMENT CONTRIBUTIONS		905077	JULY FIRE RUNS	13,485.00
		Printed On Check 015346			Voucher Totals	24,070.00
Voucher No. 02-5149		Vendor HYATTLOUIS	HYATT REGENCY LOUISVILLE		Voucher Date	08/28/2012
02-0128	01-5205-403-	ANIMAL FOOD AND SUPPLIES		904846	ANIMAL CONTROL CONFERENCE LODGING SEPT 5-7	237.04
		Printed On Check 015347			Voucher Totals	237.04
Voucher No. 02-5150		Vendor NORTON	TIM NORTON AUTO SERVICE L.L.C.		Voucher Date	08/28/2012
02-0128	01-5210-592-	MAINTENANCE & REPAIR -TRUCK SOLID WAST	20084	905030	2003 SILVERADO STEERING WHEEL, FREON, CHARGE AC	116.00
		Printed On Check 015348			Voucher Totals	116.00
Voucher No. 02-5151		Vendor BOARDOFEDU	PENDLETON COUNTY BOARD OF EDUCATION		Voucher Date	08/28/2012
02-0128	01-5405-107-	RECREATION - SUPER / DIRECTOR		905040	AUGUST RECREATION CONTRIBUTION	2,512.88
		Printed On Check 015349			Voucher Totals	2,512.88
Voucher No. 02-5153		Vendor FALMOUTH	CITY OF FALMOUTH		Voucher Date	08/28/2012
02-0128	01-5430-345-	OTHER SOCIAL SERVICE PROGRAMS		905008	BANNER FOR GATEWAY COLLEGE	150.00
		Printed On Check 015350			Voucher Totals	150.00
Voucher No. 02-5154		Vendor RC & D	LICKING RIVER VALLEY RC& D COUNCIL INC.		Voucher Date	08/28/2012
02-0128	01-5100-551-	MEMBERSHIPS - CO.JUD,FIS CT	2012-2013 DUES	905072	2012-13 MEMBERSHIP DUES	200.00
		Printed On Check 015351			Voucher Totals	200.00
Voucher No. 02-5177		Vendor TIGERDIREC	TIGERDIRECT		Voucher Date	08/28/2012
02-0128	01-5070-445-	P & Z OFFICE SUPPLIES	31134644	905032	COMPUTER FOR PLANNING & ZONING OFFICE	161.76
		Printed On Check 015352			Voucher Totals	161.76
					22 Vouchers Printed Totalling	37,183.30

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Pendleton County Fiscal Court
Voucher Claims Register
Road Fund
From: 08/28/2012 To: 08/28/2012

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 02-5155		Vendor MAGO	MAGO CONSTRUCTION CO, INC		Voucher Date	08/28/2012
02-0228	02-6105-405-	ASPHALT	54990	904673	51.15 TON ASPHALT, MCKINNEYSBURG ROAD	3,503.78
02-0228	02-6105-405-	ASPHALT		904672	32.00 TON ASPHALT, MILFORD ROAD	2,190.16
02-0228	02-6105-405-	ASPHALT		904692	134.10 TON ASPHALT, JONESTOWN	9,180.96
02-0228	02-6105-405-	ASPHALT		904690	62.17 TON ASPHALT, WYATTS BEND	4,255.64
02-0228	02-6105-405-	ASPHALT		904693	20.44 TONS ASPHALT, GRIMES SLIP	1,400.14
02-0228	02-6105-405-	ASPHALT		904805	10.68 TON ASPHALT, LIBERTY RIDGE	731.58
02-0228	02-6105-405-	ASPHALT		904691	20.55 TON ASPHALT, MCKINNEYSBURG	1,407.68
02-0228	02-6105-405-	ASPHALT		904804	31.22 TONS ASPHALT, JONESTOWN	2,136.57
		Printed On Check 007524			Voucher Totals	24,828.51
Voucher No. 02-5156		Vendor SURPLUS	KENTUCKY STATE TREASURER		Voucher Date	08/28/2012
02-0228	02-6105-441-	MACHINERY AND EQUIPMENT		905079	USED ONE TON TRUCK-ROAD	6,000.00
		Printed On Check 007525			Voucher Totals	6,000.00
Voucher No. 02-5157		Vendor FREEDOMREC	FREEDOM RECYCLING LLC		Voucher Date	08/28/2012
02-0228	02-6105-447-	ROAD MATERIALS		905024	TORNADO DEBRIS REMOVAL	1,050.00
		Printed On Check 007526			Voucher Totals	1,050.00
Voucher No. 02-5158		Vendor DAVIDBRUIN	DAVID BRUIN		Voucher Date	08/28/2012
02-0228	02-6105-447-	ROAD MATERIALS	090828	904010	REPLACED VINYL & PADDING ON TRUCK SEAT	125.00
		Printed On Check 007527			Voucher Totals	125.00
Voucher No. 02-5159		Vendor LATONIA	LATONIA BLACKTOP SERVICE, LLC		Voucher Date	08/28/2012
02-0228	02-6105-447-	ROAD MATERIALS	1185	905042	BLACKTOP WORK ON RIVER ROAD	3,600.00
		Printed On Check 007528			Voucher Totals	3,600.00
Voucher No. 02-5160		Vendor FARMTIRESE	FARM TIRE SERVICE,LLC		Voucher Date	08/28/2012
02-0228	02-6105-447-	ROAD MATERIALS		905035	TIRES ON PAVER	2,610.58
02-0228	02-6105-447-	ROAD MATERIALS		904694	FLAT REPAIR ON SKID STEER TRAILER	13.00
02-0228	02-6105-447-	ROAD MATERIALS		905034	DISMOUNT, TUBE, SERVICE CALL	169.00
		Printed On Check 007529			Voucher Totals	2,831.68
Voucher No. 02-5161		Vendor FALMOUTH	CITY OF FALMOUTH		Voucher Date	08/28/2012
02-0228	02-6105-447-	ROAD MATERIALS		905014	12 METAL HALIDE 250 WATT BULBS	175.20
		Printed On Check 007530			Voucher Totals	175.20
Voucher No. 02-5162		Vendor BOARDOFEDU	PENDLETON COUNTY BOARD OF EDUCATION		Voucher Date	08/28/2012
02-0228	02-6105-455-	PETROLEUM PRODUCTS		905049	JULY FUEL MASTER TRANSACTION LISTING	2,763.37
		Printed On Check 007531			Voucher Totals	2,763.37
					8 Vouchers Printed Totalling	41,373.68

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Pendleton County Fiscal Court
Voucher Claims Register
Jail Fund
From: 08/28/2012 To: 08/28/2012

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 02-5163		Vendor JUVENILES	KENTUCKY STATE TREASURER		Voucher Date	08/28/2012
02-0328	03-5101-314-	CONTRACT WITH OTHER COUNTIES		905036	JUVENILE HOUSING AND MEDICAL LAB WORK	583.00
		Printed On Check 005764			Voucher Totals	583.00
Voucher No. 02-5164		Vendor PAULMILLER	PAUL MILLER UPFITTERS		Voucher Date	08/28/2012
02-0328	03-5101-441-	MACHINERY AND EQUIPMENT		903040	2013 FORD EXPLORER	24,416.36
		Printed On Check 005765			Voucher Totals	24,416.36
Voucher No. 02-5165		Vendor PAULMILLER	PAUL MILLER UPFITTERS		Voucher Date	08/28/2012
02-0328	03-5101-441-	MACHINERY AND EQUIPMENT		905103	EQUIP. & INSTALL. FRONT & REAR CAGES & WINDOW BARS	1,720.92
		Printed On Check 005766			Voucher Totals	1,720.92
Voucher No. 02-5166		Vendor WYATT'S	WYATT'S SUPERVALU		Voucher Date	08/28/2012
02-0328	03-5101-445-	OFFICE SUPPLIES	44	905037	LUNCH MEAT ETC. FOR MEALS AT WEB MURDER TRIAL	66.07
		Printed On Check 005767			Voucher Totals	66.07
Voucher No. 02-5167		Vendor KEN KELLS	KEN KELLS		Voucher Date	08/28/2012
02-0328	03-5101-445-	OFFICE SUPPLIES		905106	MEAL FOR INMATES AT COURT	8.48
02-0328	03-5101-500-	MISCELLANEOUS EXPENSE		905107	REIMBURSEMENT FOR MEAL AT CONFERENCE	19.08
		Printed On Check 005768			Voucher Totals	27.56
Voucher No. 02-5168		Vendor SHERIFF	PENDLETON COUNTY SHERIFF		Voucher Date	08/28/2012
02-0328	03-5101-455-	PETROLEUM PRODUCTS - GAS, OIL, ETC.		905043	JULY TRANSPORT, 2720 MILES @ .35 A MILE	952.00
		Printed On Check 005769			Voucher Totals	952.00
Voucher No. 02-5169		Vendor CLINICAL	CLINICAL SOLUTIONS		Voucher Date	08/28/2012
02-0328	03-5101-540-	ROUTINE MEDICAL		905104	JULY 2012 MEDS FOR INMATES	80.59
		Printed On Check 005770			Voucher Totals	80.59
Voucher No. 02-5170		Vendor ST EHEALTH	ST. ELIZABETH HEALTHCARE		Voucher Date	08/28/2012
02-0328	03-5101-540-	ROUTINE MEDICAL		905074	80% TOTAL FOR ERIC DOLLENS	1,202.77
		Printed On Check 005771			Voucher Totals	1,202.77
Voucher No. 02-5171		Vendor KYJAILERS	KY JAILERS ASSOCIATION		Voucher Date	08/28/2012
02-0328	03-9100-569-	STAFF TRAINING		905108	JAILERS FALL CONFERENCE	150.00
		Printed On Check 005772			Voucher Totals	150.00
Voucher No. 02-5172		Vendor MIDWESTAUT	GLENN STEINKAMP - MIDWEST AUTOMOTIVE		Voucher Date	08/28/2012
02-0328	03-5101-592-	MAINTENANCE & REPAIR - VEHICLES	6201	905105	OIL CHANGE & FILTER , AIR FILTER, 207 FORD CV	53.48
02-0328	03-5101-592-	MAINTENANCE & REPAIR - VEHICLES	6192	905100	REPAIR WIRING HARNESS 08 FORD	175.00
		Printed On Check 005773			Voucher Totals	228.48
					10 Vouchers Printed Totalling	29,517.74

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Pendleton County Fiscal Court

Voucher Claims Register

L.G.E.A. Fund

From: 08/28/2012 To: 08/28/2012

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description		Amount
Voucher No. 02-5173		Vendor EMERCOMMUN EMERGENCY COMMUNICATIONS NETWORK, LLC				Voucher Date	08/28/2012
02-0428	04-5135-446-	FUNCTION SPECIFIC EQUIPMENT & SUPPLIES	11073	003971	CODE RED SERVICES 4 YEARS THROUGH 7/31/16		12,901.60
		Printed On Check 002150				Voucher Totals	12,901.60
						1 Vouchers Printed Totaling	12,901.60

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Pendleton County Fiscal Court

Voucher Claims Register

911 Fund Fund

From: 08/28/2012 To: 08/28/2012

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description		Amount
Voucher No. 02-5174		Vendor MODERN LEA MODERN LEASING				Voucher Date	08/28/2012
02-7828	75-5145-300-	MISCELLANEOUS CONTRACTUAL SERVICE		005033	COPIER LEASE - DISPATCH		291.03
		Printed On Check 002814				Voucher Totals	291.03
						1 Vouchers Printed Totaling	291.03

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Pendleton County Fiscal Court

Voucher Claims Register

M/H Fund Fund

From: 08/28/2012 To: 08/28/2012

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description		Amount
Voucher No. 02-5175		Vendor NORTH KEY NORTH KEY COMMUNITY CARE				Voucher Date	08/28/2012
02-6826	06-5233-343-	GENERAL HEALTH - MH/MR		005060	JULY, AUGUST, SEPT. 2012 CONTRIBUTION		38,872.00
		Printed On Check 000564				Voucher Totals	38,872.00
						1 Vouchers Printed Totaling	38,872.00

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Pendleton County Fiscal Court

Voucher Claims Register

Education Fund

From: 08/28/2012 To: 08/28/2012

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description		Amount
Voucher No. 02-5176		Vendor RUMPKE	RUMPKE OF KENTUCKY INC.			Voucher Date	08/28/2012
02-9128	01-5210-468-	RECYCLING AND LANDFILL SUPPLIES		005088	ADMINISTRATIVE & STATE FEES		30.52
		Printed On Check 001308				Voucher Totals	30.52
						1 Vouchers Printed Totaling	30.52

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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 September 11, 2012 at 7:00 PM, subject to any called meetings, motion carried.

ATTEST:

Pendleton County Judge Executive

Pendleton County Fiscal Court Clerk