

SPENCER COUNTY FISCAL COURT

FY 21/22 AGENDA

Monday, May 2nd, 2022

9:00 AM

28 East Main Street

Details on how to view the meeting online are at the end of the agenda.

Requests for items to be placed on the agenda under New or Old business should be received by 10 AM on Thursday before the Monday meeting.

Opening Prayer, Jim Travis

A. Call to Order by the County Judge Executive

B. Roll Call by the County Clerk

C. Approval of Minutes from Prior Court Meetings

1. April 18th Minutes

D. Communications from County Judge Executive

1. 2022 Building Safety Month Proclamation

E. Communications from Citizens, *** 3-minute limit *** (Note: This is for citizens to address Fiscal Court with their concerns and/or comments. This is not a time for debate, discussion, or action on the issue they are addressing.)

F. Communications/reports from Members, Other Offices, and Committees (Note: This is for brief updates or announcements. If discussion or action in the form of a motion is needed it needs to be on the agenda under New or Old business.)

1. Zoning, Readings & Recommendations- *Julie Sweazy*
2. EM/EMS Director - *Chris Lipp*
3. Safety Committee Report – *Esq. Brewer*
4. Solid Waste Committee Report – *Esq. Travis*
 - a. *Litter Abatement Refund*
5. Veterans Committee Report – *Esq. Brewer*
6. Equipment Committee Report – *Esq. Jerry Moody*
7. Telecommunications Committee – *Esq. Beaverson*
8. Health Insurance Committee Report
9. Board of Elections Postage

G. Old Business

1. Washburn Lane Improvements; J. Travis
2. Agreement with All Points Broadband

H. New Business

1. Emergency Management Request for Deputy Chief
2. Road Discontinuance; *Esq. Beaverson*
3. Pilots Way Stop Sign; J. Travis
4. Road Material Bids
5. Rural & Municipal Aid Resolution and Agreement
6. Budget Revenue and Appropriations
 - a. Senate Bill 135
 - b. Discretionary Funds
7. Administrative Office of the Courts - Reimbursement Forms - Annex & Main Courthouse
8. Chamber Bank Account Motion; J. Moody
9. Invoices, Bills, Transfers

I. Adjournment

View the Fiscal Court meeting via smartphone or computer access through **Facebook:**

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www.facebook.com/spencercountyfiscalcourt



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SPENCER COUNTY FISCAL COURT
MONDAY, MAY 2, 2022, 9:00 AM
28 EAST MAIN STREET
MINUTES

Opening prayer

- A. Call to order by County Judge Executive, John Riley
- B. Roll call by Spencer County Clerk- Lynn Hesselbrock- all present
- C. Review and approval of the minutes from previous meetings
 - Motion made by Esq. Beaverson, seconded by Esq. Travis, with all members of the Court present voting "aye" by roll call vote, it is hereby ordered to approve the minutes from the April 18, 2022 Fiscal Court meeting with any corrections being made.
- D. Communications from the County Judge Executive
 1. Proclamation on Building Safety Month



Proclamation

Building Safety Month — May 2022

Whereas, our county is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike, and;

Whereas, our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

Whereas, these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work and play, and;

Whereas, these modern building codes include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, and;

Whereas, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our local code officials—who assure us of safe, sustainable and affordable buildings that are essential to our prosperity, and;

Whereas, "Safety for All: Building Codes in Action," the theme for Building Safety Month 2022, encourages us all to raise awareness about planning for safe and sustainable construction; career opportunities in building safety; understanding disaster mitigation, energy conservation; and creating a safe and abundant water supply to all of our benefit, and;

Whereas, each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW, THEREFORE, I, John Riley Spencer County Judge Executive, do hereby proclaim the month of May 2022 as Building Safety Month. Accordingly, I encourage our citizens to join us as we participate in Building Safety Month activities.

2. It was remarkable, that The Sheriff's wife, Debbie, is home. She received a liver and a kidney transplant. She was expected to be back at work within about ninety days. The Sheriff said that her progress had been fantastic and it was truly a miracle.
3. The Judge said that early voting will begin May 12, 13 and 14 at the Library and the Elk Creek Fire Station. May 17 was of course, Election Day. That will be at the High School, Spencer Christian Church and Mt. Eden Fire Station.
4. Goose Creek Road. They had been working on Goose Creek Road and if everything goes right, they may have that back open sometime by Wednesday or Thursday. That was a good thing.
5. Saturday was of course, Derby Day. Sunday was Mother's Day.

E. Communications from Citizens ***3-minute limit***

Mr. Scott Travis came before the Court to tell them that he was coming to them as a concerned citizen. He wanted to share some information. He didn't know if they had read HB 1, if they went to page 137, line 26, there was 75 million for non-profits. It was going to be on a first come first served basis. It was going to be through the Secretary of Public Protection Cabinet. You could get up to \$100,000.00, each non-profit. He suggested that AMVETS could be one that could potentially benefit from this, and other Veteran-type organizations. It was mostly geared towards people who have special needs, disabilities. It was a big pot of money and it could go a long way. First come, first served, and that is what that means and hopefully they could get some of that into our county. He said this was just his opinion, he would hope that the next administration would have a goal of having a million bucks or more from places like this. He mentioned FEMA money to have in case a road falls in. He remarked that they may already be getting that much, he didn't know. He said that there was always talk about getting a grant writer and there would be benefits to that. It was out there and they just needed to act on it and bring it our way to improve our community.

F. Communications from other offices.

1. Zoning

Ms. Sweazy had one second reading and one first reading.

PUBLIC NOTICE

Please take notice that the Fiscal Court of Spencer County on the 2nd day of May 2022 passed the following ORDINANCE(S):

On motion of Esq. Travis, second by Esq. Brewer with all members of the court present voting "Aye", to approve the zoning application of Elizabeth Hochstrasser Young from AG-1, agricultural to R-1, single family residential on a 2.445 acre tract of land located at 2150 Hochstrasser Road based on the recommendation and findings presented by the planning commission.

Attest: Lynn Hesselbrock
Clerk Spencer County Fiscal Court

John Riley
Spencer County Judge/Executive

- Motion made by Esq. Travis seconded by Esq. Brewer, with all members of the Court present voting "aye" by roll call vote, it is hereby ordered to approve the zoning request on Hochstrasser Road based on the findings of fact and the recommendation of the Planning Commission.

The first reading as follows: No action required or taken.

PUBLIC NOTICE

Please take notice that the Fiscal Court of Spencer County on the 16th day of May 2022 will consider the following ORDINANCE(S) for second reading and adoption:

Heckert Properties LLC requesting a zone change from AG-1, agricultural to AG-2, Agricultural on a 5.652 acre tract of land located at 1177 Hardesty Ridge Rd, Hwy. 1251.

Attest: Lynn Hesselbrock
Clerk Spencer County Fiscal Court

John Riley
Spencer County Judge/Executive

Ms. Sweazy reminded the Court of the Tire Amnesty coming up and asked that if they knew of any non-profit groups, to have them come and see her about roadside litter pick up. She said that they receive calls frequently about how bad the roads look. She said that individuals could sign up, but they would have to come up with some sort of legal document in order for them to do that. Judge Riley said he had talked to Karen last week about that, they would be sending \$8700.00 back from last year. He asked her to develop a plan; she hasn't made a plan as to how. The Judge remarked that some of it could just be scheduling her folks to periodically schedule them to go out and pick up litter. They could charge that back against the litter abatement, but they had to track it and account for the time they put in it. They had folks who could go out there and do it, it just had to be scheduled and done. Ms. Sweazy remarked that the local Boy Scouts had picked up eight miles of roadway, they picked up 197 bags of trash. The Judge asked who did 155 and Ms. Sweazy remarked Melissa Pund did it by herself. Esq. Travis remarked that it might be a good idea to get a legal document that would allow individuals to pick up trash. Esq. Beaverson asked Ms. Sweazy when the Mill Road development was going to come to Fiscal Court and Ms. Sweazy remarked that it had been extended until June to go to Planning and Zoning.

2. EMS/EM Director- Chris Limpp

Mr. Limpp had nothing to report.

3. Safety committee report- Esq. Brewer

Esq. Brewer had nothing to report.

4. Solid waste committee report- Esq. Travis

a. Litter abatement refund

The Judge said that there was a letter in their packet about this.

5. Veterans' committee report- Esq. Brewer

Esq. Brewer asked the Judge if he was aware of the flags were getting pretty rough. The Judge said that they just came in on Friday. Esq. Brewer informed the Court that AMVETS was doing a raffle to help raise money for a building. The Judge asked if that was for the crossbow and Esq. Brewer replied that it was. The Treasurer asked if they needed to vote on sending the litter abatement money back.

- Motion made by Esq. Travis, seconded by Esq. Brewer, with all members of the Court present voting "aye" by voice vote, it is hereby ordered to send the litter abatement grant money back to Frankfort.



ANDY BESHEAR
GOVERNOR

REBECCA W. GOODMAN
SECRETARY

**ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION**

TONY HATTON,
COMMISSIONER

300 SOWER BOULEVARD
FRANKFORT, KENTUCKY 40601
TELEPHONE: 502-564-2150
TELEFAX: 502-564-4245

April 25, 2022

Honorable John Riley
Spencer County Fiscal Court
P. O. Box 397
12 West Main Street
Taylorsville, Kentucky 40071

Dear Judge Riley:

Spencer County Fiscal Court received a total of \$30,596.55 in litter abatement grant funding for 2021. As part of the grant agreement, you agreed to utilize the funding to clean litter along public roads and to return unspent litter abatement funding to the Cabinet by April 15, 2022 or 30 days after a refund request from the Cabinet.

Based on information provided in your 2021 Annual Report received on February 28, 2022, the county must return to the Cabinet the unspent litter funds totaling \$8,761.78.

Please submit a check in the amount of \$8,761.78 by May 25, 2022, payable to Kentucky State Treasurer to:

Lisa G. Evans, Grant Administrator
Division of Waste Management
Recycling and Local Assistance Branch
300 Sower Boulevard
Frankfort, Kentucky 40601

If you have any questions, please feel free to contact me at 502-782-6355 or lisa.evans@ky.gov.

Sincerely,

A handwritten signature in cursive script that reads "Lisa G. Evans".

Lisa G. Evans, Grants Administrator
Recycling & Local Assistance Branch

c: Karen Spencer, Spencer County SWC

An Equal Opportunity Employer M/F/D

6. Equipment committee report- Esq. J. Moody
Esq. J. Moody reported that they were moving the smallest Ford dump truck from the Road department to the Parks department. Esq. J. Moody said this would actually save the County money.

Esq. Brewer remarked that they were taking the decals off the ambulance to be surplused and they would be starting on the Crown Vic next. Randy Bush's vehicle was still in the shop for repairs.

7. Telecommunications committee- Esq. Beaverson

He had nothing to report.

8. Health Insurance committee report

The Treasurer reported that they had met on Friday with Scott Brown and he had forwarded them some more information late Friday afternoon. The committee kind of recommended going with the County paying \$700.00 a month towards Health insurance. He also had a proposal in there where it went up 12.5%, so they made the recommendation to pay \$700.00 a month and offer what they had been offering. Dental insurance went up a dollar a month; life insurance is the same. The Treasurer was not sure if they had got that forwarded out to everybody. If nothing else, they would send that out to everybody. The Treasurer reported that Esq. M Moody had trouble finding the attachment, so they would put it off until next time.

9. Board of Elections postage.

The Judge said that the reason he put that on there was that on March 21st the Clerk asked for the Court to approve paying for a mailing for the Board of Elections. And it came out; he said that nothing on there about the Board of Elections. He received phone calls with people asking him about that so he thought that he would go ahead and bring it up this morning. He said that it just seemed improper that they pay close to \$5200.00 for that mailing. Again, it did not have anything about the Board of Elections on it; it looked almost like a piece of campaign material. He just didn't think that was proper and in his opinion, the proper thing would be for the Clerk to pay for that mailer, and not the taxpayers. Esq. Beaverson asked if he had a sample of it and the Judge did. The Clerk remarked that it was the same format and postcard that they had used in the 2020 election, and it said the same thing that it did in 2020. The Judge remarked that he knew that he was not going to get agreement around that table, but it just seemed improper, almost like a piece of campaign material for the Clerk. And obviously, she's a candidate in the election, so, he had concerns about it, and he knew that there were other concerns about that. Esq. Brewer asked the County Attorney what his take was on it, and the County Attorney replied that he would have to research that. The Judge remarked that he had tried to get the minutes to the Board of Elections meetings and he was not able to get those meeting minutes, so. He will take a look at those and see what they show. Esq. Brewer asked who got those minutes for him. The Judge replied the Clerk and the Clerk responded that she would get those to him as soon as she had the chance to do so. She also said that the April minutes had not yet been approved. The Clerk remarked that he had asked for them late on Wednesday afternoon and wanted them by Friday. The Judge remarked that he did not know how deeply those things were buried, and asked the Clerk when she would have those to him. The Clerk replied as soon as she was able to do so. There was no disclaimer on the mailer and the Judge replied he would have felt better if the mailer had said "Board of Elections" and not the candidate. The Judge remarked again, that it seemed improper.



Lynn Hesselbrock
SPENCER COUNTY CLERK

Dedicated to serving the great people
of Spencer County.

ELECTION CONTACT INFO:

- 502-477-3215
- spencer.countyclerk.us
- lynn.hesselbrock@ky.gov
- @Spencer Co Clerk

**VOTE
2022**

PLEASE READ
VERY IMPORTANT
VOTING INFORMATION
ON THE BACK



2 West Main St.
Taylorsville KY 40071

PSRM FIRST CLASS
U.S. POSTAGE
PAID
LEXINGTON, KY
PERMIT NO. 1

THE RILEY FAMILY
OR CURRENT RESIDENT
955 CHATMAN LN
TAYLORSVILLE, KY 40071-9783

T6 P1
004273



AGENDA ITEM SUMMARY COVER SHEET

Meeting Date: March 21, 2022
 Requesting Department: County Clerk/County Board of Elections
 Presenter(s): County Clerk

ITEM DESCRIPTION (Brief):
 Voters will need to be made aware of voting options for the May primary election. This election will be conducted very differently than the 2020 election. Postcards were sent out to each household in the 2020 election cycle, but were paid for by the State Board of Elections.

ITEM DETAIL (Expanded from Item Description):
 Approval Recommended? YES By: Lynn Hesselbrock
 Transfers: this is an election expense. Cost to be \$5,487.63

ATTACHMENTS: (Number items if more than one)
 Attachment #1: Cost estimate from Bluegrass Integ. Attachment #2:
 Attachment #3: Attachment #4:
 Attachment #5: Attachment #6:
 Attachment #7: Attachment #8:

NOTES:
 This is the company that sent the postcards for the 2020 election cycle. The State Board of Elections will not be paying for postcards this election cycle.

F28 PG170 3-21-22 2:4 (→ 2-29) correct

30

- Motion made by Esq. Brewer, seconded by Esq. Travis, with all members of the Court present voting "aye" by voice vote, except Esq. M. Moody who was absent, it is hereby ordered to approve ARPA Resolution #4.

**American Rescue Plan Act
Spencer County Fiscal Court
Resolution #4**

Whereas, Spencer County Fiscal Court was allotted \$3,758,705.00 of ARPA funding from the US Treasury; and,

Whereas, Spencer County as of the date of this resolution has drawn down the first of two tranches totaling \$1,879,352.50 in the FYE 2021 fiscal year, and intend to draw down the second and final tranche totaling \$1,879,352.50 in the upcoming FYE 2023; and;


Whereas, The US Treasury has recently issued a "final ruling" (31 CFR § 35.6(d)) with details and guidance on the options and proper use of this funding; and

Whereas, various entities within Spencer County are able to request distribution of ARPA funds; and

Whereas, Mt. Eden Fire District Board of Directors has submitted a detailed request for financial assistance and provides vital services for emergency response within Spencer County.

Now Therefore be it Resolved, that Spencer County Fiscal Court hereby elects to make a one-time distribution of ARPA funds to fulfill the request for financial assistance for the benefit of our Spencer County citizens in the amount of \$29,878 as requested in the attached letter from the Fire District Board of Directors.

Adopted this 21st day of March, 2022.



John Riley, Spencer County Judge Executive

3-21-22
Date



Attested by: Lynn Hesselbrock, Fiscal Court Clerk

3-22-2022
Date

6. Board of Elections postcard request.

The Clerk came before the Court to request that Fiscal Court cover the expense for postcards to be sent to households informing them of the methods that they can cast a ballot in the upcoming primary election. The ways that a voter can vote have changed from the 2020 election and the State Board of Elections paid for this expense in 2020, but they would not be paying for this expense in this election. They used CARES funds that were previously available in 2020 and those funds were no longer available.



Invoice

Bluegrass Integrated Communications - 833 Nandino Blvd - Lexington, KY 40511
Remit to: PO BOX 11816 Lexington, KY 40578

Phone: (859) 231-7272

Attn
Lynn Hesselbrock
Spencer County Clerk
2 W. Main St
Taylorsville, KY 40071

Invoice #: 193556
Invoice Date: 04/26/2022
Date Of Service: 04/20/2022
Terms: Net Due Upon Receipt
CustCode: 18932
PO #:

Job Name: Spencer Co Postcard Primary 2022 Households Sales Rep: Julie Thomas Prof. Mgr: Caleb Ritchie

Quantity	Description	Unit Price	Ext Price
Agency			
1	Design - Graphic (up to 3 hours of design time)	260.00000	\$260.00
Data			
1	Load Data File	34.50000	\$34.50
10,452	Standardization and preparation of USPS addresses	0.00990	\$93.02
10,452	Sort & output data	0.00890	\$93.02
Mailing			
10,452	Lexington Post Office Entry		\$0.00
Print			
10,452	Print: 4:25x6 100# Cover 4/4 no Bleed	0.12100	\$1,264.69
Postage			
	Postage used		\$3,407.35


Payment Details

Check #	Check \$		Applied
46083	\$3,642.40	Postage	\$3,407.35
46083	\$3,642.40	Service	\$235.05
			\$3,642.40

Services Sub Total:	\$1,745.23
Tax:	\$0.00
Total Services:	\$1,745.23
Postage Used:	\$3,407.35
Balance Due:	\$5,152.58
Postage Escrow / Services Payment Applied:	(\$3,642.40)
Total Balance Due:	\$1,510.18

G. Old Business

1. Washburn Lane improvements- Esq. Travis

	AGENDA ITEM SUMMARY COVER SHEET	
	Meeting Date:	<u>5-2-22</u>
	Requesting Department:	<u>Magistrate</u>
	Presenter(s):	<u>Jim Travis</u>
ITEM DESCRIPTION (Brief)		
<u>Old business Washburn Ln Improvements</u>		
ITEM DETAIL (Expanded from Item Description)		
Approval Recommended? YES <input type="checkbox"/>	By: <u>Jim Travis</u>	
Budget Considerations:		
Notes:		
<u>Discuss what route we want to take as to Washburn Ln.</u>		

Esq. Travis remarked that he had met with Eric Bean and Freddy Chatman and asked Freddy if he would sell a right of way through there for a brand new road. Esq. Travis had called him twice since then and Mr. Chatman said that he was researching it. He noticed that he had disked up the ground to put crops in. He thought that was a dead deal. Esq. Travis talked to people who lived there, and he thought the best option would be to go back to one of their original thoughts and that was to close Washburn off by the low water crossing and put a cul de sac in there. Instead of dumping all of the traffic that was going to come from this new development, and further back on Hochstrasser back out on to Washburn Lane, it would be better to direct that traffic back out to 155. It would probably be \$100,000.00 to put in the cul de sac; versus a half million or better to go the new road. He said they could still improve Washburn Lane and they already had \$23,000.00 approved to do that and basically make it a subdivision road to do that. Esq. J. Moody remarked that he thought that one time the developer was going to put in a cul de sac and the County would just pay for asphalt. Esq. Travis remarked that he had his subdivision approved so that was off the table now. Discussion ensued about what the developer had agreed to do, and what the County decided to do in regards to the development. The Judge remarked that he would be glad to get with QK4 and get cost estimates on that. Esq. Travis remarked that there were two ways they could go since Freddy Chatman did not want a new road to go through his property. He said that they could either spend a million dollars to widen and improve Washburn Lane and dump all that traffic, or they close it off. Esq. Travis said that he had talked to the State Highway department regarding a possible red light at Hochstrasser Lane,

and they would have to do a traffic study to see if that was needed. The Judge said they did not have enough information to make a decision and Esq. Travis said he didn't think that they needed to spend \$10,000.00 to \$12,000.00 to have QK4 give them a design on rebuilding Washburn Lane at this time; he thought that was just a waste of money. Ms. Sweazy spoke up and remarked that from a Planning standpoint, when they brought new subdivision developers in and they had to plan to build a subdivision, in their regulations, they required them to put roadways up to a property line and reserve a 50-foot or 60-foot right of way to go into a neighboring farm, for future purposes. To connect, for connectivity, for emergency services and things. That way, if there were an emergency, like at the red light, at 55 and 155, right there, the only way to re- route traffic would be across Washburn Lane then Hochstrasser out. Otherwise, people are stuck on 55, Shelbyville Road, for hours. She said they might want to think about why they would ever want to close a road, when that could be another alternative for EMS, the Sheriff's office, fire department, if there were a major accident. The Judge remarked that before the target moved, he reached out to Emergency Services about the possibility of closing that, and surprisingly, he had no negative response at all from schools, Sheriff's office, EMS, Fire Department. That deal was scrapped, they went another route, the "T" intersection with the idea of either improving the existing Washburn Lane or improve that in some way. He thought it was premature to do anything on that now. Esq. Travis remarked that he didn't think that they had scrapped anything, they had several different ideas. They hashed this out, for well over a year. They were just moving from one idea back to another. He said that only two residents on Washburn Lane were opposed to this and the other ten were not. Discussion continued.

- Motion made by Esq. Travis to put a cul de sac on Washburn Lane. Motion dies for lack of a second.

2. Agreement with All Points Broadband.

Esq. Beaverson remarked that the changes were in the packet. Paragraph 5 had been removed; paragraph 1 has been changed and Mr. Hogg was present if the Court had any questions. In response to a question by the Judge, Mr. Hogg remarked that they had changed the term "exclusive" to "primary".



AGENDA ITEM SUMMARY COVER SHEET

Meeting Date: 5/2/2022
Requesting Department: Telecom Committee
Presenter(s): Beaverson, M. Moody

ITEM DESCRIPTION (Brief)

Agreement with All Points Broadband

ITEM DETAIL (Expanded from Item Description)

Approval Recommended? _____ By: _____
Budget Considerations:

Notes:

The attached document is an agreement between All Points Broadband (APB) and Spencer County Fiscal Court. The first step in moving forward with APB assessing the county unserved and underserved needs is fiscal court approving the agreement.

- Motion made by Esq. Beaverson to approve the agreement with All Points Broadband that was in the packet, seconded by Eq. M. Moody, with all members of the Court present voting "aye" by roll call vote, except Esq. J. Moody, who abstained, it is hereby order to approve the Agreement with All Points Broadband.

BROADBAND PARTNERSHIP AGREEMENT

This Broadband Partnership Agreement (this "Agreement") dated as of the date last set forth below, is entered into by and between Spencer County, Kentucky (the "County") and APB Partners Spencer, LLC ("APB"). The County and APB are each a "Party" and collectively the "Parties".

WHEREAS, the County recognizes the critical importance of ensuring universal broadband access for all of the residents and businesses of the County in order to support economic development, educational advancement, and quality of life in the County;

WHEREAS, the County desires to engage a broadband deployment partner to develop and execute a comprehensive strategy for achieving universal broadband access for all residents and businesses in the County;

WHEREAS, APB has the capability to identify one or more eligible project areas within the County and to develop one or more related eligible projects to be supported, in part, by local, state and/or federal funding (including, but not limited to the Kentucky Broadband Deployment Fund (the "KBDF")); and

WHEREAS, the County and APB desire to enter into this Agreement in order to set forth certain terms regarding their planned partnership for the deployment of broadband throughout the County.

NOW THEREFORE, the County and APB agree as follows.

1. Engagement of APB as Primary Broadband Partner. The County engages APB as its primary broadband deployment partner to pursue one or more broadband deployment projects for all of the areas of the County that are currently underserved or unserved by broadband with the objectives of (a) developing a strategy for achieving universal broadband availability in the County, (b) obtaining state and federal grant funding to offset the costs of executing such strategy, and (c) building, operating and maintaining new fiber-to-the-home ("FTTH") broadband infrastructure in the County. The Parties acknowledge and agree that the primary intent of the County's engagement of APB is to develop and submit an application under Phase II of the KBDF. If APB determines that an application under Phase II of the KBDF is not likely to be successful, then the Parties may agree to terminate this Agreement.
2. APB Services. Without limiting the generality of the foregoing, APB shall have primary responsibility for the following (the "APB Services"): (a) performing detailed field verification activities to comprehensively identify all locations in the County that are unserved or underserved (as such terms may be defined by the applicable state or federal funding programs), (b) designing one or more FTTH networks that will offer broadband to all such unserved or underserved locations, (c) identifying private sector partners and/or local, state and/or federal funding sources for such FTTH network(s), (d) preparing one or more applications or other applicable filings for state and/or funding

WITNESSETH the following signatures:

SPENCER COUNTY, KENTUCKY

By: _____
John Riley, Judge Executive

Date: _____


APB PARTNERS SPENCER, LLC

By: _____
James G. Carr, Chief Executive Officer

Date: _____

H. New business

1. Emergency Management Request for Deputy Chief.

	AGENDA ITEM SUMMARY COVER SHEET	
	Meeting Date: <u>5/2/2022</u>	
Requesting Department: <u>emergency services</u>		
Presenter(s): <u>Chris Limpp</u>		
ITEM DESCRIPTION (Brief)		
Deputy Chief Position		
ITEM DETAIL (Expanded from Item Description)		
Approval Recommended? <input type="checkbox"/>	By: _____	
Budget Considerations:		
Notes: Current Deputy Chief Sean Johnson is retiring 8/31. Moving forward with the position I recommend making the deputy chief a 40 hour Monday to Friday position very similar to my position work schedule wise. This will allow a second person in the office through out the work week so if needed a third truck can be put in service it also having someone dedicated to the position will give another person to respond to emergency management calls if I am out of the office or away on vacation. My initial thought is a salary position with a take home response vehicle. scheduled Monday through Friday 8 to 4 with the person hired knowing there may be times they have to come in outside those hours in the event of serve weather or other types of emergency events. Would like to post the position and have a recommendation for Fiscal Court by the second meeting in July or first meeting in August.		

Mr. Chris Limpp came before the Court to request that the Deputy Chief position be moved to a 40-hour workweek also. His current Deputy Chief was retiring the end of August. It creates a new position. Part of his thought process was that they got some good traction about doing a new EMS building and adding another crew and that was stalled out for now. Having a second individual in the office Monday through Friday would allow him and that person to man a third truck when the need arose, which is happening more and more often. That person would also be able to respond to an Emergency Management calls, EMS calls, whenever he was not available, or when he was out of town. And the Deputy Chief also serves as the Secretary of the LEPC. It was moving EMS into the right step to get a car two position into a 40- hour work- week as well. He was seeking permission to do that. The Judge remarked that he was going to make a motion to approve this. They were going to have to set a salary rate for that, he wasn't sure what would be equivalent. Mr. Limpp remarked that he was thinking \$55,000.00; that was what it was probably going to take. The Judge remarked create a new position, fulltime, salary position, at a maximum of \$55,000.00. The Judge said that he thought

that this was just an indication of the growth of our county, they were definitely moving in the right direction, the current Director, from a shift supervisor to a fulltime EMA/EMS Director, and this was just another move in the right direction, in his opinion. He thought that it needed to be specified that that position be filled by a paramedic. Mr. Limpp remarked that he would like for him to be a paramedic and an EMS instructor, there was also some ICS classes that would be required to have, to be eligible to apply, state Emergency Management qualifications. Eq. Travis asked if he had anybody on his staff that would qualify, and Mr. Limpp remarked that he might; he was going to open it up. He typically liked to hire from within, but he would open it up and see what they got. See what resumes they got, and hire the best candidate to put in the position. The Judge commented that to restate his motion:

- Motion made by Judge Riley to create a new position Deputy Emergency Management/EMS Director as a salary position with a pay rate up to \$55,000.00 to be filled by a paramedic. Mr. Limpp responded, correct. Esq. Brewer remarked that in essence, they were creating a new position, but they were also going to have to hire another person. Mr. Limpp said hire another 24-hour paramedic when Sean retires at the end of August. Mr. Limpp said that they had Mark Thompson retiring at the end of July, and had Sean retiring at the end of August, so they were going to have two more spots to hire as well. The Judge remarked that statewide paramedics were in short supply. Mr. Limpp remarked that there were 3500 active paramedics in the state but only 1500 were actively working. So they were pushing out, trying to get more advanced EMTs into service. The Judge said that he thought that this would put them in a better position for continuity should something happen to one or the other. For situations where both ambulances are out, you have another call, you have another crew that can man an ambulance. Mr. Limpp remarked that he spent a lot of time each week waiting for Shelby County or Bullitt County for an ambulance to come and pick up a patient. Their crews were getting busier; they knew that. They wanted to get a third crew, but that was at a standstill for now. This was a stopgap for at least for Monday through Friday. The Judge went on that it was almost a transition, they had been on the cusp of needing that third ambulance crew for some time, and this was a transition to not go full blown with a third ambulance crew, but yet a crew to service. The Judge repeated his motion. Esq. Brewer asked Mr. Limpp to give them a job description of what the job would be doing. Mr. Limpp said he would serve as the Deputy Director of EMS/Emergency Management. Right now, he works a 24- hour shift, he has scheduling, he has the secretary duties for the LEPC, he answers correspondence he has. He serves as the head of the agency in his absence, if he was on vacation, or absent because of an emergency, and other duties to be assigned. Esq. Brewer asked if that was what Sean does as well, and Mr. Limpp said yes, and he also served as a shift supervisor. It would be somebody else to respond, and it never failed, if he took a week off to go out of town, they had a missing person or have a truck fall over, the deputy has to, somebody who could actually concentrate on that position. Mr. Limpp went on the describe other emergencies that would require a greater Emergency response, such as the Marshall County, that would require more than himself.

Esq. Brewer seconded the motion. Esq. J. Moody remarked that before they did anything, they needed to hire a consultant to look at the whole EMS program they had. The Judge remarked who would that be and if he had a recommendation. Esq. J. Moody remarked he would like to ask Misty Edwards. She had been a County Judge, she had run EMS; she was well qualified. The Judge said that he had a lot of trust and respect for their current Director. Esq. J. Moody remarked he felt that they needed to get an opinion from somebody outside of the County. He wasn't saying that they did not

need this position, he was not saying anything against Chris, he was saying that they needed to get another opinion, because they were getting ready to take a big giant step. Esq. Brewer asked how soon he thought that could happen and Esq. J. Moody remarked that he did not know her schedule, but he was sure it would be within a month. Esq. M. Moody asked if it might be better if the Deputy did not work hours that were not exactly like Mr. Limpp's because many runs may happen on weekends and nights. Mr. Limpp replied that he had tried to track that, and it was all over the place. Mr. Limpp remarked that day shift seemed to be busier now. He said that since they had changed to their new billing company, Wednesday between 12:00 and 4:00 was their busiest time. Esq. M. Moody asked if it wouldn't be better to have supervisors work some different hours. Mr. Limpp said that his thought process was that he and the Deputy Director could man a third ambulance. Esq. M. Moody remarked that they could do that with another EMT. The Judge said that his was a salaried position so there would be times when the hours would be flexible; Mr. Limpp's hours were flexible. Discussion continued. Esq. M. Moody commented that the agenda cover sheet said that he was not really looking for action on the item at this meeting and Mr. Limpp remarked that he would like to get it approved so that he could get the job description typed up and get it out for hiring the position. Esq. M. Moody remarked shouldn't they have a job description before they approved it. Mr. Limpp remarked that Sean left August 31 and he would utilize vacation and sick time before that. He would estimate the middle or the first part of August. Esq. Brewer retracted his second of the motion. Esq. J. Moody asked why, if they were waiting for a patient to be picked up, an EMT on the Fire Department could not make a run. Mr. Limpp remarked that it was because of the way the state wrote the regulations. Discussion continued on the regulations and standards for Emergency providers. Esq. Travis remarked that he thought that this was a perfect example of what he had been advocating for the last three years; that they put EMS on their own special taxing district, like the Fire department and the Library, and they would cease and have the EMS Director come at Fiscal Court begging for every little thing he needs; it would be placed in the hands of a board to make those decisions. He said that he hoped a new court would look into doing that immediately. Mr. Limpp said he thought that it was a step in the right direction to get the new administrative position off of a 24-hour shift, working office hours. For now, it helped cover a gap of time when they didn't have an ambulance. Esq. Travis asked what they were waiting on and Esq. Brewer asked what did they want from EMS to move forward with this one way or another. Judge Riley remarked that he withdrew his motion and they wanted to do at the next meeting. Esq. M. Moody remarked that he thought that they needed to have a job description rather than just casual conversation; if it was the Road department, they would need a job description. Esq. Beaverson remarked a job description as well as what the pay would be, not what they thought it would be. Mr. Limpp remarked that was what he thought it would take to get a qualified person, a minimum qualified person.

2. Road discontinuance- Esq. Beaverson

Esq. Beaverson remarked that everybody was sent the two regulations they followed whenever a road was to be discontinued or closed. He wanted to outline that process. One of the requirements was the notice, which was also in their packet. The notice would be posted in and around Mt. Eden for the purpose of discontinuing 2nd Street. Also, two disinterested viewers were to take a look at the road, along with the Road Foreman and the Road Engineers to see if there would be inconvenience that would take place. It was doubtful if there would be an inconvenience, but the process had to be followed with the discontinuance of any County road. Harold Herndon and Marty

Nemes have agreed to be the citizens to look at the road. Once they are approved, they will start the process and post the notices.

- Motion made by Judge Riley, seconded by Esq. Beaverson, with all members of the Court present voting "aye" by voice vote, it is hereby ordered to appoint Marty Nemes and Harold Herndon as observers for the closure of 2nd Street in Mt. Eden.



AGENDA ITEM SUMMARY COVER SHEET

Meeting Date: 5/2/2022
 Requesting Department: District 5
 Presenter(s): Beaverson

ITEM DESCRIPTION (Brief)

Appointment of Viewers for Road Discontinuance
 2nd Street, Mount Eden, KY

ITEM DETAIL (Expanded from Item Description)

Approval Recommended? By: _____
 Budget Considerations:

Notes:

In accordance with KRS 178.070, Fiscal Court shall appoint two (2) viewers who, together with the road foreman and engineer, will report back during a future hearing, any inconveniences of a road discontinuance. Also attached is the proposed notice to be placed in three (3) prominent locations within one (1) mile of the discontinued road.

KRS 178.070 Discontinuance of county roads. The fiscal court may direct any county road to be discontinued. Notice must be published, according to the provisions of KRS 178.050; and in addition, notices must be placed at three (3) prominent and visible public places within one (1) mile of the road. After posting the notices, the fiscal court shall appoint two (2) viewers who have no vested interest in the discontinuance of the road and who, together with the county road engineer, shall view the road and report in writing at the hearing what inconvenience would result from the discontinuance. Upon presentation of the report and other evidences, if any, at a public meeting of the fiscal court, the court may discontinue the road.

Effective: July 13, 2004 History: Amended 2004 Ky. Acts ch. 61, sec. 4, effective July 13, 2004. -- Amended 1964 Ky. Acts ch. 68, sec. 2. -- Recodified 1942 Ky. Acts ch. 208, sec. 1, effective October 1, 1942, from Ky. Stat. sec. 4300.

KRS 178.116 Discontinuance of a road.

(1) Any county road, or road formerly maintained by the county or state, shall be deemed discontinued and possession shall revert to the owner or owners of the tract of land to which it originally belonged unless at least one (1) of the following conditions exists:


- (a) A public need is served by the road;
 - (b) The road provides a necessary access for a private person;
 - (c) The road has been maintained and policed by the county or state within a three (3) year period.
- (2) If the only condition which exists is for a necessary access for a private person, by a joint petition of all parties entitled to such access, the road shall be deemed discontinued and possession shall revert to the owner or owners of the tract of land to which it originally belonged.
- (3) If the only condition which exists is for a necessary access for a private person, by joint petition of all parties entitled to such access, the road shall be closed to public use but remain open in accordance with its condition and use for the access of the private parties involved.
- (4) If a county road has been discontinued under the provisions of KRS 178.070; then by a joint petition of all private parties entitled to necessary access the road shall be closed to public use but remain open in accordance with its condition and use for the access of the private parties involved, or by a joint petition of all parties entitled to necessary access the road shall revert to the owner or owners of the tract or tracts of land to which it originally belonged.
- (5) For the purposes of this chapter "necessary access" shall be construed to include access to any farm, tract of land, or dwelling, or to any portions of such farm, tract of land, or dwelling.

Effective: July 15, 1980 History: Created 1980 Ky. Acts ch. 243, sec. 3, effective July 15, 1980.

Esq. Beaverson remarked that there was a reason to close the road and asked if they discussed that. The Judge replied that he did not think it was necessary. Esq. Beaverson continued that they would be coming back to report to them at a hearing. He said the purpose was that there was an area in Mt.

Eden that Dollar General was looking at, and in order to accommodate that footprint, they needed to take in 2nd Street as well. The Judge informed Esq. Beaverson that what he would do is engage those two and Erik or Erika, one of them, to give a report.

3. Pilots Way stop signs- Esq. Travis



AGENDA ITEM SUMMARY COVER SHEET

Meeting Date: 5-2-22

Requesting Department: Magistrate

Presenter(s): Jim Travis

ITEM DESCRIPTION (Brief)

New business: Three way stop sign on Pilots Way

ITEM DETAIL (Expanded from Item Description)

Approval Recommended? YES By: Jim Travis

Budget Considerations:

Notes:

Discuss placing a three way stop sign on Pilots Way to slow speeding traffic

Esq. Travis reported that Pilots Way was a very long stretch of road that people speed on. He got more complaints of speeding on the road than every other road in his district combined. The residents suggested placing a three-way stop sign at Pilots Way and Cessna Court. It would be a total of five signs, three signs for the stop signs and two signs to give indication of a stop sign ahead. The sole purpose was to slow traffic.

- Motion made by Esq. Travis, seconded by Esq. Brewer, with all members of the Court present voting "aye" by voice vote, it is hereby ordered to have the Road department install stop signs at Pilots Way and Cessna Court.

4. Road department material bid.

There was no agenda cover sheet. The Judge needed authorization to put the following items out for bid.

INVITATION TO BID

Spencer County Fiscal Court is now accepting sealed bids and prices for the purchase of the following items/services during Fiscal Year 7/1/2022-6/30/2023:

- Diesel, per gallon, prices delivered to county buildings
- Stone (all varieties, including but not limited to dga, 6-10s, 57s, 3s, 8s, 9s, surge) priced per ton, at the quarry
 - Freight (for stone), priced per ton delivered from quarry to county road department
 - Liquid asphalt emulsions (including but not limited to chip-and-seal, cold mix, enviro-pave, AE-90 or equivalents) priced per gallon
 - Bituminous Base and Surface, priced per ton, priced at the plant and laid on county roads anywhere within Spencer County

Deadline for sealed bids is 2:00pm local time on Friday, May 27, 2022 at the Office of the County Judge Executive, PO Box 397, 12 W Main St, Taylorsville KY 40071, where they will be publicly opened at that time; and submitted for review/award at the June 6, 2022 Fiscal Court meeting at 9:00am. The Court reserves the right to accept and/or reject any and/or all bids. For more information, contact County Judge's Office at 502/477-3205.

- Motion made by Esq. Beaverson, seconded by Esq. Travis, with all members of the Court present voting "aye" by voice vote, it is hereby ordered to authorize the Judge to put the referenced materials out for bid.

5. Rural and Municipal Aid resolution and agreement.

There was no cover sheet. The Judge needed the passage of the resolution for Rural and Municipal Aid.

- Motion made by Esq. Beaverson seconded by Esq. Travis, with all members of the Court present voting "aye" by roll call vote, it is hereby ordered to approve the Rural and Municipal Road Aid resolution.

R E S O L U T I O N

Fiscal Court of SPENCER County

Resolution adopting and approving the execution of a County Road Aid Coop Program Contract between the Fiscal Court and the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid, for the fiscal year beginning July 1, 2022, as provided in the Kentucky Revised Statutes and accepting all roads and streets referred to therein as being a part of the County Road System.

Be it resolved by the Fiscal Court that:

The Fiscal Court does hereby accept all roads and streets referred to in said contract as being a part of the County Road System; and

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

The County Judge/Executive of the county is hereby authorized and directed to sign said Contract as set forth on behalf of the Fiscal Court of SPENCER County, and the County

Clerk of SPENCER County is hereby authorized
and directed to certify thereto.

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

ESQ. Travis	
ESQ. J. Moody	
ESQ. Brewer	
ESQ. M. Moody	
ESQ. Beaverson	
Judge Riley	

COMMONWEALTH OF KENTUCKY SPENCER COUNTY

I, Lynn Hesselbrock, Clerk of
SPENCER County certify that the foregoing is a true copy of the
Order above. Given under my hand and seal of office this the 4th
of May 2022.

SIGNED

CLERK OF SPENCER COUNTY

The Judge needed a motion to agree to him signing the agreement.

- Motion made by Esq. Beaverson, seconded by Esq. Brewer, with all members of the Court present voting "ae" by voice vote, it is hereby ordered to authorize the Judge to sign the agreement.

COUNTY ROAD AID COOPERATIVE
PROGRAM AGREEMENT

22MAY 3 10:00AM

THIS AGREEMENT, entered into as of the date of the signature below of the Secretary of the Transportation Cabinet, is made by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid ("the Department"), and the Fiscal Court of SPENCER County, Kentucky (the "County").

WHEREAS, Kentucky Revised Statutes (KRS) § 177.320(2) provides that 18.3% of revenue resulting from the imposition of motor fuel taxes on taxpayers pursuant to KRS § 138.220(1)(2), KRS § 138.660(1)(2), and KRS § 234.320 shall be set aside for the construction, reconstruction, and maintenance of county roads and bridges provided by KRS 179.410 and 179.415, ("County Road Aid Funds"), and

WHEREAS, the County has accepted an invitation from the Department to allow it to participate in a cooperative program to aid the County in the construction, reconstruction, and maintenance of certain roads and bridges using its share of the County Road Aid Funds apportioned to it by the Department as provided below (the "Cooperative Program"), and

NOW THEREFORE, in consideration of the terms and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Department and the County agree as follows:

1. Apportionment of County Road Aid Funds. The County's apportionment of County Road Aid Funds shall be based on revenue estimates supplied by the Office of State Budget Director. For the Fiscal Year beginning July 1, 2022, this amount is \$944,753.39 (the "Apportionment"). The above referenced estimate is based on the most recent available date and is subject to change according to available revenue. The Apportionment shall be distributed by the

Department to the County in accordance with the terms of this Agreement.

2. Assignment of the Apportionment. The County hereby assigns all of its right, title and interest in and to the Apportionment to the Transportation Cabinet's Division of Accounts for Fiscal Year 2023.

3. Distribution of County Road Aid Funds. The County and the Department agree that the Apportionment shall be distributed by the Department to the County as follows:

a. First Distribution. The Department shall initially distribute to the County sixty percent (60%) of the Apportionment, less three percent (3%) of the Apportionment set aside for the emergency fund below. This initial amount is \$549,846.00

b. Second Distribution. The Department shall distribute up to and including an additional thirty percent (30%) of the Apportionment to the County, less three percent (3%) of the Apportionment set aside for the emergency fund below. The amount of the second distribution will depend on how actual revenues compare to revenue estimates.

c. Final Distribution. The Department shall allocate and distribute the remaining balance of the Apportionment, less three percent (3%) set aside for the emergency fund below. The Final Distribution shall be based on actual revenues tabulated after the end of the fiscal year (June 30).

4. Emergency Funds. The County agrees that three percent (3%) of the Apportionment shall be withheld by the Department in an emergency fund (the "Emergency Fund"). The Emergency Fund shall include three percent (3%) of the total apportionments of all participants in the Cooperative Program, plus any remaining balances from previous fiscal years. The Department, upon written application from a duly authorized representative of the County, may disburse up to fifty percent (50%) of the approved funds to the County for the purpose of it using

said funds for emergency roadway and bridge projects designated by the County. Following the completion of the project, after final cost documentation has been submitted and processed, the Department will then distribute the determined remaining amount. If the actual cost of an emergency project is less than the amount of emergency funds disbursed by the Department, then the County shall reimburse the difference to the Department.

5. Disbursement of Funds. Upon execution of this Agreement, the Department will disburse the foregoing allocated funds directly to the County to pay for materials, labor and equipment necessary for the County to accomplish construction, reconstruction, and maintenance on county roads designated by the County. This assistance is extended insofar as funds are available from the Apportionment. The County shall be responsible for all costs associated with the construction, reconstruction and maintenance of roadways and bridges in excess of the amount of the Apportionment allocated and disbursed by the Department to the County. The Department may assist the County in fulfilling its needs by disbursing funds to the County for materials and work performed by contract, for materials obtained by contract and for the rental or purchase of road maintenance and construction equipment. Any rental rates shall be based on current edition of the "Blue Book for Rental of Equipment" or the Department's official rental rates. The Department may also 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.

6. Use of County Road Aid Funds. The County agrees and certifies that the Apportionment will be expended by the County solely for the purpose of construction, reconstruction, and maintenance of county roads as defined in KRS § 178.010(1)(b).

7. Rights of Way. The County, if required under applicable law, will acquire any

rights-of-way contemplated under this Agreement and assumes responsibility for any claims for damages arising from such acquisitions.

8. Indemnification. The County shall fully indemnify, hold harmless and defend the Department from and against all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of, relate to or result from (a) any breach of any representation or warranty of the County contained in this Agreement, (b) any breach of any covenant or other obligation or duty of the County under this Agreement or under applicable law, in each case whether or not caused by the negligence of the Department and whether or not the relevant claim has merit.

9. Reimbursement of Losses. The County will reimburse the Department for losses it may sustain arising out of performance of this Agreement. Such loss as sustained by the Department may be charged to the Apportionment in this or future fiscal years.

10. Termination of Agreement. The Department reserves the right to cancel this Agreement 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. If this Agreement is canceled under this provision, then the County will receive any unpaid portion of the Apportionment from the Department for Local Government.

11. Access to Records. The County acknowledges and agrees that pursuant to KRS § 179.415(3) it shall retain all records of the expenditures of the Apportionment for a period of five (5) years and said records, including any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement [records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent and shall

be exempt from disclosure as provided in KRS 61.878(1)(c)], shall be subject to audit by the Department for Local Government or its duly authorized agent and made accessible by the County to the Department for Local Government or its duly authorized agent for said period of time in order to determine the proper expenditure of said money for the purposes required by KRS § 177.320(2). The County also recognizes that any books, documents, papers, records, or other evidence received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS § 61.870 to KRS § 61.884.

12. Authorization. The Fiscal Court of the County shall pass a resolution adopting and approving the terms of this Agreement in the form of the resolution attached to this Agreement and made a part hereof. The County Judge/Executive of the County, and the Commissioner of the Department, 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 Agreement.

13. Choice of Law and Venue. All questions as to the execution, validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the dates listed below.

SPENCER COUNTY FISCAL COURT

BY: [Signature]
County Judge/Executive

Date: 5-2-22

(For Kentucky Transportation Cabinet use only)

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

BY: _____
Commissioner

Date: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____
Office of Legal Services

Date: _____

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

BY: _____
Secretary of the Transportation Cabinet

Date: _____

- 6. Budget revenue and appropriations
 - a) Senate Bill 135

The Court had a copy of the proposed budget in their packets. The Judge apologized because he said that he always said that he liked to get the budget to them early, and that didn't happen this year, but it was presented to them via email. He would be happy to open it up for discussion or they could put it on the agenda for the next meeting, or they could talk about it now. After they approved the first reading, it was sent to DLG to approve and then sent back to them. The Judge remarked that they could have the first reading today and Esq. M. Moody remarked that he would like to have a little time to look at it. They would need to approve the standing orders when they approved the first reading. The Treasurer remarked that they did put money in the budget for the CDGB grant, not knowing if it would be through then or not. They amended the budget last year and this year for it. The Treasurer mentioned the changes to the budget due to the legislation regarding some recording fees that were generated by the Clerk's office. He said right now, it was kind of an estimate on how much they would collect on that. The Clerk asked the members of the Court if they knew what Senate Bill 135 was and Esq. Travis asked the Clerk to explain. She remarked that the new legislation, Senate Bill 135, mandated that Fiscal Court set up a separate account for the document storage fees her office collected. These fees were to be used at the discretion of the Clerk for items related to the permanent storage and upkeep of documents in the Clerk's office. The funds were to be held by the Court and when the Clerk made an expenditure that was permitted, she submitted an invoice to the Court for payment. She explained that this would not go into effect until July 15 of this year, and up until this time, the storage fees would go into the regular excess fees she turned over to the County. Esq. Travis asked if this was similar to HB 537, and the Clerk replied that they were separate pieces of legislation, and Senate Bill 135 allowed the Clerk to determine how the funds would be used, unlike how HB 537 funds had been used. The Treasurer remarked that they would have to have their first reading of the budget at the next meeting. It had to be approved before the end of June or else we don't want to do like we did one time before, still had our daily meetings and still almost got shut down. The Judge said that there was no such thing as a perfect budget, there was a lot of guess work there.

b. The Judge remarked that there was a memo from Bobbi Jo Lewis in regards to discretionary funds and the significant cuts in discretionary funding. At this point, he was not sure what they were going to do on Washburn Lane, he did talk to him up at Bobbi Jo's office, and asked if they could possibly get some discretionary funds to help with Washburn Lane. They said that was exactly the type of project that they were looking at to use discretionary funds on; for safety and jobs. There were going to be a lot of jobs in that area for residential building. He thought they could easily get as much as a quarter million dollars of discretionary money to help with that project to move forward. No action taken.

7. Administrative Office of the Courts- reimbursement forms- Annex and Main Courthouse.

There was no cover sheet. The Treasurer asked if they needed to vote on this as there was a signature line on the forms. The Judge needed authorization to sign reimbursement forms.

- Motion made by Esq. Travis, seconded by Eq. Beaverson, with all members of the Court present voting "aye" by voice vote, it is hereby ordered to authorize the Judge to sign the reimbursement request forms from AOC for the rental of the Annex and part of the Main Courthouse.

SPENCER COUNTY ANNEX

Commonwealth of Kentucky Court of Justice



Court Facilities Local Government Reimbursement Form

FACILITY NAME: SPENCER COUNTY ANNEX

DATE: 4/27/2022

FISCAL YEAR: 2023 (July 1, 2022 – June 30, 2023)

In accordance with KRS Chapter 26A, this Reimbursement Form shall constitute an estimate of reimbursements to be made by the Administrative Office of the Courts (hereinafter "AOC") to Spencer County (hereinafter "Local Government") for Fiscal Year 2023. This form includes a summary of all facility costs and space allocations.

Please inform the AOC point of contact if deviations or discrepancies exist between the information contained in this Reimbursement Form and the Local Government's records.

No changes should be made to this document unless written approval authorizing the changes is made by the AOC in advance. No changes made by the Local Government to the calculations of the AOC shall be binding on the AOC unless such prior written approval is attached hereto. Acceptance of this Reimbursement Form does not constitute prior written approval.

It is imperative that this document be completed, signed, and submitted to the Administrative Office of the Courts on or before June 15, 2022. Failure to do so may result in a delay in payments.

MAIL COMPLETED FORMS TO:

Administrative Office of the Courts (AOC)
Budget Department
Attn: Donald Leathers
1001 Vandalay Drive
Frankfort, KY 40601

AOC Point of Contact: Donald Leathers
Telephone Number: (502) 573-2350
FAX Number: (502) 782-8709

SPENCER COUNTY ANNEX

2

SECTION I. SPACE ALLOCATIONS

Space allocations provided below constitute space designations recorded in the AOC Accounting and Reporting System. An increase or decrease in space allocations results in an adjustment of authorized reimbursements. The court ratio (d) is used to calculate AOC's proportionate share of use allowance and operating payments. No changes shall be made that will directly affect the court ratio without prior written approval by the AOC.

a. Net Functional Court of Justice Space	<u>3,970.6</u>	SF
b. Net Functional Non-Court of Justice Space	<u>.0</u>	SF
c. Total Functional Space (Item a. plus Item b.)	<u>3,970.6</u>	SF
d. Court of Justice Space Ratio (Item a. divided by Item c.)	<u>1.000</u>	
e. Total Non-Functional Space (non-office occupied space, i.e., public restrooms, corridors, entrances, etc.)	<u>.0</u>	SF
f. Total Net Building Space (Item c. plus Item e.)	<u>3,970.6</u>	SF

SECTION II. USE ALLOWANCE

Although not typical, some counties may be entitled to a use allowance payment. The use allowance is calculated in accordance with KRS 26A.090 (2), as modified by 2022 HB 244. If applicable, it will be indicated below.

Total Use Allowance	<u>\$4,590.00</u>
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SECTION III. OTHER RENTED SPACE

This section represents estimated rental expense(s) payable as a reimbursement to the Local Government as reflected in the AOC Accounting and Reporting System for AOC's occupancy of county owned or leased rental properties, other than the SPENCER COUNTY ANNEX.

It is the responsibility of the Local Government to ensure that reimbursement payments for county owned rental properties are transferred to the appropriate local unit of government.

Rental costs leased or owned by the Local Government for space occupied by the Court of Justice:

Total Annual Other Rented Space	<u>\$ 0.00</u>
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SECTION IV. REGULAR OPERATING COST ESTIMATE

Regular Operating Expenses include the local unit of government's annual expenses for utilities, insurance, janitorial costs, maintenance costs, and necessary maintenance and upkeep of the facility including ordinary repairs which do not increase the permanent value or expected life of the court facility but keep it in efficient operating condition. Ordinary repairs are those repairs that are reasonably anticipated recurring annual expenses or unanticipated nonrecurring repairs costing \$2,499 or less.

The regular operating cost estimate below represents anticipated regular operating expenses for the upcoming fiscal year based on the previous fiscal years' actual operating costs.

In Fiscal Year 2023, the maximum amount the AOC will reimburse each local government for janitorial and maintenance costs, including staff salaries and benefits, contracts for janitorial or maintenance service providers, janitorial supplies, and uniform costs, is \$5.00 per square foot. (Note that preventative maintenance contracts such as HVAC preventative maintenance contracts may be reimbursed in addition to the \$5.00 per square foot minimum.) The estimated regular operating costs below have been calculated using the \$5.00 per square foot minimum.

a. AOC Estimate of Regular Operating Cost (based on actual prior year expenses)	<u>\$22,700.00</u>
b. Court Ratio (from Section I, Item d.):	<u>1,000</u>
c. Court of Justice Regular Operating Costs (multiply Item a. by Item b.):	<u>\$22,700.00</u>

SECTION V. SUMMARY OF AOC'S REIMBURSEMENT

a. Estimated Court of Justice Regular Operating Costs (from Section IV, Item c.):	<u>\$22,700.00</u>
b. Total Other Rented Space (Section III):	<u>\$ 0.00</u>
c. Total Use Allowance (Section II):	<u>\$4,590.00</u>
d. Net Adjustment:	<u>\$ 0.00</u>
e. ESTIMATED ANNUAL REIMBURSEMENT TO COUNTY (Item a. thru Item d.)	<u>\$27,290.00</u>

Nonrecurring Projects are not included on this Reimbursement Form. Nonrecurring Project requests and reimbursements are processed in accordance with the Administrative Office of the Courts Policies for the Operation and Maintenance of Court Facilities (February 2018) Section 4: A Nonrecurring Project means a major repair (i.e. those that cost \$2,500 or more for all labor and materials and are not reasonably anticipated annual expenses); or replacements, upgrades or modifications to the KCOJ facility or KCOJ occupied portion of the facility.

SECTION VI. CATASTROPHIC LOSS AGREEMENT

By signing this form, the Local Government agrees that in the event that the **SPENCER COUNTY ANNEX** is damaged or destroyed by any casualty, the Local Government shall provide the AOC with proof of the amount of any proceeds received by the Local Government from any insurer. Such proceeds shall first be applied to any bond indebtedness that may remain on the facility, and the Local Government shall relinquish to the AOC its pro rata portion of any remaining proceeds, based on the percentage of the facility that is occupied by the Court of Justice.

SPENCER COUNTY ANNEX

4

SECTION VII. AGREEMENT CONCERNING OPERATION OF COURTHOUSE

By signing this form, the Local Government acknowledges that the Chief Circuit Judge has the sole discretion, in accordance with the Personnel Policies for the Kentucky Court of Justice which have been adopted by Order of the Supreme Court, to determine whether offices occupied by the Kentucky Court of Justice will be closed in his or her circuit, for inclement weather or other extraordinary circumstances. While the Local Government may close its offices within the facility, if the facility is shared, it acknowledges that it has no authority to close offices occupied by the Kentucky Court of Justice.

SECTION VIII. AGREEMENT CONCERNING ACCOUNTING AND AUDIT OF EXPENDITURES

By signing this form, the Local Government agrees to provide the AOC with an accounting of (1) all revenue received by the Local Government from court facilities fees collected pursuant to KRS §§ 23A.220, 64.091, or 24A.185 in the prior fiscal year; and (2) all expenditures made in the prior fiscal year from court facilities fees collected pursuant to KRS §§ 23A.220, 64.091, or 24A.185.

By signing this form, the Local Government acknowledges and agrees that the AOC or its designee shall have access for auditing purposes to (1) any facility occupied in whole or in part by the Court of Justice; (2) any books, documents, papers, records, or other evidence which are directly related to this Reimbursement Form; and (3) any books, documents, papers, records, or other evidence which are directly related to any court facility fees collected by the Local Government pursuant to KRS §§ 23A.220, 64.091, or 24A.185.

SECTION IX. SIGNATURE AND ACCEPTANCE

I hereby certify that the calculations related to the cost of the facility are accurate and correct to the best of my knowledge, and the premises are in compliance with all applicable state and federal standards, including but not limited standards set by the State Fire Marshal, the Americans with Disabilities Act of 1990 ("ADA"), and the Occupational Safety and Health Administration ("OSHA"). I acknowledge that the Local Government is responsible for correcting non-compliance with said standards at its own costs if a determination of non-compliance is made by any federal or state agency, including the AOC ADA/OSHA Compliance Officer. The Fiscal Court/Council/Commission and I understand the terms of this document and agree that revisions will not be made without consultation with the Administrative Office of the Courts.

Approved By (i.e. County Judge/Executive, Mayor):

(Signature)

(Name)

(Title)

(Telephone Number)

Approved: _____
(Date)

The AOC Budget Department has reviewed this Reimbursement Form and hereby authorizes AOC to reimburse the Local Government in accordance with Section V, above.

(Judicial Branch Budget Director)

Approved: _____
(Date)

SPENCER COUNTY COURTHOUSE

Commonwealth of Kentucky Court of Justice



Court Facilities Local Government Reimbursement Form

FACILITY NAME: SPENCER COUNTY COURTHOUSE

DATE: 4/27/2022

FISCAL YEAR: 2023 (July 1, 2022 – June 30, 2023)

In accordance with KRS Chapter 26A, this Reimbursement Form shall constitute an estimate of reimbursements to be made by the Administrative Office of the Courts (hereinafter "AOC") to Spencer County (hereinafter "Local Government") for Fiscal Year 2023. This form includes a summary of all facility costs and space allocations.

Please inform the AOC point of contact if deviations or discrepancies exist between the information contained in this Reimbursement Form and the Local Government's records.

No changes should be made to this document unless written approval authorizing the changes is made by the AOC in advance. No changes made by the Local Government to the calculations of the AOC shall be binding on the AOC unless such prior written approval is attached hereto. Acceptance of this Reimbursement Form does not constitute prior written approval.

It is imperative that this document be completed, signed, and submitted to the Administrative Office of the Courts on or before June 15, 2022. Failure to do so may result in a delay in payments.

MAIL COMPLETED FORMS TO:

Administrative Office of the Courts (AOC)
Budget Department
Attn: Donald Leathers
1001 Vandalay Drive
Frankfort, KY 40601

AOC Point of Contact: Donald Leathers
Telephone Number: (502) 573-2350
FAX Number: (502) 782-8709

SPENCER COUNTY COURTHOUSE

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SECTION I. SPACE ALLOCATIONS

Space allocations provided below constitute space designations recorded in the AOC Accounting and Reporting System. An increase or decrease in space allocations results in an adjustment of authorized reimbursements. The court ratio (d) is used to calculate AOC's proportionate share of use allowance and operating payments. No changes shall be made that will directly affect the court ratio without prior written approval by the AOC.

a. Net Functional Court of Justice Space	<u>4,399.9</u>	SF
b. Net Functional Non-Court of Justice Space	<u>4,040.6</u>	SF
c. Total Functional Space (Item a. plus Item b.)	<u>8,440.5</u>	SF
d. Court of Justice Space Ratio (Item a. divided by Item c.)	<u>0.521</u>	
e. Total Non-Functional Space (non-office occupied space, i.e., public restrooms, corridors, entrances, etc.)	<u>2,935.9</u>	SF
f. Total Net Building Space (Item c. plus Item e.)	<u>11,376.4</u>	SF

SECTION II. USE ALLOWANCE

Although, not typical, some counties may be entitled to a use allowance payment. The use allowance is calculated in accordance with KRS 26A.090 (2), as modified by 2022 HB 244. If applicable, it will be indicated below.

Total Use Allowance	<u>\$3,435.00</u>
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SECTION III. OTHER RENTED SPACE

This section represents estimated rental expense(s) payable as a reimbursement to the Local Government as reflected in the AOC Accounting and Reporting System for AOC's occupancy of county owned or leased rental properties, other than the SPENCER COUNTY COURTHOUSE.

It is the responsibility of the Local Government to ensure that reimbursement payments for county owned rental properties are transferred to the appropriate local unit of government.

Rental costs leased or owned by the Local Government for space occupied by the Court of Justice:

Total Annual Other Rented Space	<u>\$ 0.00</u>
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SPENCER COUNTY COURTHOUSE

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SECTION IV. REGULAR OPERATING COST ESTIMATE

Regular Operating Expenses include the local unit of government's annual expenses for utilities, insurance, janitorial costs, maintenance costs, and necessary maintenance and upkeep of the facility including ordinary repairs which do not increase the permanent value or expected life of the court facility but keep it in efficient operating condition. Ordinary repairs are those repairs that are reasonably anticipated recurring annual expenses or unanticipated nonrecurring repairs costing \$2,499 or less.

The regular operating cost estimate below represents anticipated regular operating expenses for the upcoming fiscal year based on the previous fiscal years' actual operating costs.

In Fiscal Year 2023, the maximum amount the AOC will reimburse each local government for janitorial and maintenance costs, including staff salaries and benefits, contracts for janitorial or maintenance service providers, janitorial supplies, and uniform costs, is \$5.00 per square foot. (Note that preventative maintenance contracts such as HVAC preventative maintenance contracts may be reimbursed in addition to the \$5.00 per square foot minimum.) The estimated regular operating costs below have been calculated using the \$5.00 per square foot minimum.

a. AOC Estimate of Regular Operating Cost (based on actual prior year expenses)	<u>\$52,500.00</u>
b. Court Ratio (from Section I, Item d.):	<u>0.521</u>
c. Court of Justice Regular Operating Costs (multiply Item a. by Item b.):	<u>\$27,352.50</u>

SECTION V. SUMMARY OF AOC'S REIMBURSEMENT

a. Estimated Court of Justice Regular Operating Costs (from Section IV, Item c.):	<u>\$27,352.50</u>
b. Total Other Rented Space (Section III):	<u>\$ 0.00</u>
c. Total Use Allowance (Section II):	<u>\$3,435.00</u>
d. Net Adjustment:	<u>\$ 0.00</u>
e. ESTIMATED ANNUAL REIMBURSEMENT TO COUNTY (Item a. thru Item d.)	<u>\$30,787.50</u>

Nonrecurring Projects are not included on this Reimbursement Form. Nonrecurring Project requests and reimbursements are processed in accordance with the Administrative Office of the Courts Policies for the Operation and Maintenance of Court Facilities (February 2018), Section 4. A Nonrecurring Project means a major repair (i.e. those that cost \$2,500 or more for all labor and materials and are not reasonably anticipated annual expenses); or replacements, upgrades or modifications to the KCOJ facility or KCOJ occupied portion of the facility.

SECTION VI. CATASTROPHIC LOSS AGREEMENT

By signing this form, the Local Government agrees that in the event that the **SPENCER COUNTY COURTHOUSE** is damaged or destroyed by any casualty, the Local Government shall provide the AOC with proof of the amount of any proceeds received by the Local Government from any insurer. Such proceeds shall first be applied to any bond indebtedness that may remain on the facility, and the Local Government shall relinquish to the AOC its pro rata portion of any remaining proceeds, based on the percentage of the facility that is occupied by the Court of Justice.

SPENCER COUNTY COURTHOUSE

4

SECTION VII. AGREEMENT CONCERNING OPERATION OF COURTHOUSE

By signing this form, the Local Government acknowledges that the Chief Circuit Judge has the sole discretion, in accordance with the Personnel Policies for the Kentucky Court of Justice which have been adopted by Order of the Supreme Court, to determine whether offices occupied by the Kentucky Court of Justice will be closed in his or her circuit, for inclement weather or other extraordinary circumstances. While the Local Government may close its offices within the facility, if the facility is shared, it acknowledges that it has no authority to close offices occupied by the Kentucky Court of Justice.

SECTION VIII. AGREEMENT CONCERNING ACCOUNTING AND AUDIT OF EXPENDITURES

By signing this form, the Local Government agrees to provide the AOC with an accounting of (1) all revenue received by the Local Government from court facilities fees collected pursuant to KRS §§ 23A.220, 64.091, or 24A.185 in the prior fiscal year; and (2) all expenditures made in the prior fiscal year from court facilities fees collected pursuant to KRS §§ 23A.220, 64.091, or 24A.185.

By signing this form, the Local Government acknowledges and agrees that the AOC or its designee shall have access for auditing purposes to (1) any facility occupied in whole or in part by the Court of Justice; (2) any books, documents, papers, records, or other evidence which are directly related to this Reimbursement Form; and (3) any books, documents, papers, records, or other evidence which are directly related to any court facility fees collected by the Local Government pursuant to KRS §§ 23A.220, 64.091, or 24A.185.

SECTION IX. SIGNATURE AND ACCEPTANCE

I hereby certify that the calculations related to the cost of the facility are accurate and correct to the best of my knowledge, and the premises are in compliance with all applicable state and federal standards, including but not limited standards set by the State Fire Marshal, the Americans with Disabilities Act of 1990 ("ADA"), and the Occupational Safety and Health Administration ("OSHA"). I acknowledge that the Local Government is responsible for correcting non-compliance with said standards at its own costs; if a determination of non-compliance is made by any federal or state agency, including the AOC ADA/OSHA Compliance Officer. The Fiscal Court/Council/Commission and I understand the terms of this document and agree that revisions will not be made without consultation with the Administrative Office of the Courts.

Approved By (i.e. County Judge/Executive, Mayor):

(Signature)

(Name)

(Title)

(Telephone Number)

Approved: _____
(Date)

The AOC Budget Department has reviewed this Reimbursement Form and hereby authorizes AOC to reimburse the Local Government in accordance with Section V, above.

(Judicial Branch Budget Director)

Approved: _____
(Date)

- 8. Chamber of Commerce bank account- Esq. J. Moody
There was no cover sheet.
- Motion made by Esq. J. Moody, seconded by Esq. Brewer to direct the Treasurer to open a bank account to run grant funds through applied for by the Chamber of Commerce. Esq. J. Moody remarked this would allow the Chamber to apply for grants. Discussion ensued with Judge Riley

saying he would speak against it because they had no idea, he asked if the Chamber had a specific grant that they were applying for. He said he thought that they needed more information on this. Esq. J. Moody remarked that the Chamber of Commerce has done a tremendous job, and the Judge said that they were, no question. Esq. J. Moody explained that this was a way that they could get grant money and keep growing and eventually get more business in. It did not cost the County anything, but would give the Chamber the right to apply for grants. The Judge said that they had a right to apply for grants. Esq. J. Moody said that they could not get the grants unless Fiscal Court watched over the money. The Treasurer remarked that they would have to watch over it. If they were going to watch over it, they would have to approve it. Esq. J. Moody said they would have to approve the spending of it. The Treasurer remarked that they would still have to approve the grants; some of these grants you have to open a high interest bearing, some are interest bearing, it made a difference. He said that he did not have a problem if they approve one if they get one at a time, to oversee it, but he thought they were putting the cart before the horse. Esq. J. Moody remarked that he had discussed this with them, and that the Judge was against it, and that was his right. The Judge remarked that it wasn't that he was against it, that was not the point. He asked if the grant was going to be to the Chamber of Commerce. He went on if the grant was going to be to the Chamber of Commerce, that was one thing. He asked if the grant was to Fiscal Court, that was a different thing altogether. The Judge remarked that he was 100% in agreement to work together with the Chamber of Commerce where they could work on common ground to apply for grants; if it needs to be the Chamber applying for it, or Fiscal Court applying for it, we don't know that yet. The County Attorney said that he thought that the Chamber wanted to run a grant but they needed a municipal account. He didn't really know if the County was going to have to manage the money in terms of the grant. He thought that the Chamber would do that, it was just once they made the decision that they were going to buy this thing, they would come to Fiscal Court and they would rubber stamp what they were going to use the grant money for. The Treasurer commented that they had seen that problem there before, where it didn't get rubber stamped. The Treasurer said he still thought that if the Chamber got a grant, they needed to put it in the Chamber's bank account that they open up. He went on, now if they worked together with them, he didn't care for them opening up a bank account and doing it with them, he just thought until the time that they got a grant, they needed to. Esq. Beaverson asked how it was done in other counties, other counties that were wiser. The Treasurer said he knew that they didn't have a grant for others to use. Esq. Travis asked if it was the responsibility of Fiscal Court to get involved in a private entity like this. He answered himself, no, it shouldn't be. He said to let them take care of their own affairs. The Judge said that he thought that if they could work together. Esq. J. Moody remarked that they should just put gates on the highway and not let anyone else in. He said this was completely stupid and that these women were working for nothing, and the Court did not want to back them up. Esq. M. Moody asked if the point was that the County setting up the bank account would make them eligible for grants. Esq. Beaverson remarked that when he was on the Chamber they ran across something similar where they had to turn away some grants because they didn't have that connection with the County. The Judge asked what constituted a connection, the motion was to set up a bank account. He didn't know how to set up a bank account. A bank account for what, what grant? Esq. J. Moody remarked that the County Attorney would see to it that it was set up right. The Judge went on that there was all sorts of grants, and the Fiscal Court should work with the Chamber of any other entity that wants to apply for a grant. The County Attorney remarked that to Esq. Beaverson's point, he was sure that Shelby County

Invoices Register - Detail
SPENCER COUNTY FISCAL COURT
Batch: 2022, May 2-FC
Fund: General
Invoice Date From: 07/01/2021 To: 06/30/2022

Invoice	Date	Road	Age	Vendor Code	Vendor Name	Account	PO No.	Vendor	Claim Description	Units	Price Paid	Date	Amount
4965172287	04/22	04/19	10	NEKTIVA	HEKTIVA INC	01-5205-578-0	00005879		ANIMAL CONTROL LANDLINE	1.00	81.10		81.10
4965172287	04/22	04/19	10	NEKTIVA	HEKTIVA INC	01-5010-578-0	00005879		COUNTY CLERK LANDLINE	1.00	448.32		448.32
4965172287	04/22	04/19	10	NEKTIVA	HEKTIVA INC	01-5140-578-0	00005879		EMS LANDLINE	1.00	212.09		212.09
4965172287	04/22	04/19	10	NEKTIVA	HEKTIVA INC	01-5080-578-0	00005879		JUDGE LANDLINE	1.00	121.65		121.65
4965172287	04/22	04/19	10	NEKTIVA	HEKTIVA INC	01-5070-578-0	00005879		PZ LANDLINE	1.00	162.20		162.20
4965172287	04/22	04/19	10	NEKTIVA	HEKTIVA INC	01-5010-578-0	00005879		PVA LANDLINE	1.00	202.75		202.75
4965172287	04/22	04/19	10	NEKTIVA	HEKTIVA INC	01-5217-578-0	00005879		RECYCLE LANDLINE	1.00	40.55		40.55
4965172287	04/22	04/19	10	NEKTIVA	HEKTIVA INC	01-5080-578-0	00005879		TREASURER LANDLINE	1.00	30.68		30.68
4965172287	04/22	04/19	10	NEKTIVA	HEKTIVA INC	01-5401-578-0	00005879		PARKS LANDLINE	1.00	81.10		81.10
4965172287	04/22	04/19	10	NEKTIVA	HEKTIVA INC	01-5047-578-0	00005879		OCCUP TAX LANDLINE	1.00	40.55		40.55
4965172287	04/22	04/19	10	NEKTIVA	HEKTIVA INC	01-5005-578-0	00005879		CO ATTY LANDLINE	1.00	121.65		121.65
219201878001	04/27	04/27	2	OFFICEDEPO	OFFICE DEPO	01-5015-319-0	00005735		50 SHREDDER, ACCREDITATION	1.00	492.91		492.91
APRIL22	04/27	04/27	3	PEOPLES	PEOPLES BANK	01-5010-585-0	00005800		CLERKS OFFICE FEE ACCT CHECKS	1.00	502.94		502.94
24893790	04/22	04/18	11	QUILL	QUILL CORPORATION	01-5015-445-0	00005724		50 PRINTER INK	2.00	106.99		213.98
24893790	04/22	04/18	11	QUILL	QUILL CORPORATION	01-5001-445-0	00005728		RUDGE TISSUES	1.00	14.99		14.99
24465543	04/22	04/22	7	QUILL	QUILL CORPORATION	01-5010-445-H	00005726		CLERK LABELS	6.00	24.59		147.54
24465543	04/22	04/22	7	QUILL	QUILL CORPORATION	01-5070-445-0	00005742		PZ SORTER INK	2.00	6.29		12.58
24465543	04/22	04/22	7	QUILL	QUILL CORPORATION	01-5010-445-0	00005742		PZ PRINTER INK	1.00	163.99		163.99
24419431	04/22	04/22	7	QUILL	QUILL CORPORATION	01-5001-445-0	00005717		JUDGE FOLDERS	1.00	36.99		36.99
APRIL2022	04/27	04/27	2	SCOTIAJSM	SPENCER CO TOURISM CORPL	01-5400-566-0	00005835		TOURISM RECEIPTS	1.00	1,022.40		1,022.40
51164	04/22	04/21	8	SELECTTECH	SELECTTECH INC	01-5140-443-0	00005886		EMS PARTS	1.00	314.80		314.80
401806510	04/22	04/21	8	STERECCLE	STERECCLE, INC	01-5140-590-0	00005890		STERECCLE COMPLIANCE	1.00	1,257.72		1,257.72
1243440	04/22	04/20	9	SUBURBAN	SUBURBAN TOWNSHIP	01-5140-443-0	00005891		EMS TRUCK TOW	1.00	151.40		151.40
04/29/2022 11:32 am													Page 4 of 5

Invoices Register - Detail
SPENCER COUNTY FISCAL COURT
Batch: 2022, May 2-FC
Fund: General
Invoice Date From: 07/01/2021 To: 06/30/2022

Invoice	Date	Road	Age	Vendor Code	Vendor Name	Account	PO No.	Vendor	Claim Description	Units	Price Paid	Date	Amount
APRIL22	04/21	04/20	22	TAYLORSVILLE	TAYLORSVILLE COMMERCIAL CLEANING	01-5010-175-0	00005830		COMMERCIAL OFFICE CLEANING	1.00	315.00	04/21	315.00
APRIL22	04/28	04/27	2	TAYLORSVILLE	COMMERCIAL CLEANING	01-5010-175-0	00005893		COMMERCIAL OFFICE CLEANING	1.00	225.00		225.00
APRIL22	04/28	04/27	2	TAYLORSVILLE	COMMERCIAL CLEANING	01-5080-175-0	00005893		COMMERCIAL OFFICE CLEANING	1.00	360.00		360.00
APRIL22	04/28	04/27	2	TAYLORSVILLE	COMMERCIAL CLEANING	01-5080-571-0	00005893		COMMERCIAL OFFICE CLEANING	1.00	440.00		440.00
APRIL22	04/28	04/27	2	TAYLORSVILLE	COMMERCIAL CLEANING	01-5010-175-0	00005893		COMMERCIAL OFFICE CLEANING	1.00	480.00		480.00
APRIL22	04/28	04/27	2	TAYLORSVILLE	COMMERCIAL CLEANING	01-5080-175-0	00005893		COMMERCIAL OFFICE CLEANING	1.00	660.00		660.00
APRIL22	04/28	04/27	2	TAYLORSVILLE	COMMERCIAL CLEANING	01-5010-571-0	00005893		COMMERCIAL OFFICE CLEANING	1.00	640.00		640.00
APRIL22	04/28	04/27	2	TAYLORSVILLE	COMMERCIAL CLEANING	01-5080-175-0	00005893		COMMERCIAL OFFICE CLEANING	1.00	440.00		440.00
117052301042	04/28	04/28	1	THE WARRIOR	THE WARRIOR TIME WARNER CABLE	01-5295-578-0	00005894		ANIMAL CONTROL INTERNET	1.00	89.99		89.99
117052301042	04/28	04/28	1	THE WARRIOR	THE WARRIOR TIME WARNER CABLE	01-5140-578-0	00005894		INTERNET	1.00	94.98		94.98
84510477	04/22	04/13	15	IRVING	IRVING INDUSTRIES-WEST	01-5015-345-0	00005896		SO LEADS SOFTWARE	1.00	114.08		114.08
APRIL22	04/28	04/26	3	UNIFIRST	UNIFIRST CORP	01-5205-578-0	00005897		ANIMAL CONTROL	1.00	119.04		119.04
APRIL22	04/28	04/26	3	UNIFIRST	UNIFIRST CORP	01-5080-578-0	00005897		ANIMAL CONTROL	1.00	213.00		213.00
APRIL22	04/28	04/26	3	UNIFIRST	UNIFIRST CORP	01-5080-578-0	00005897		COURTHOUSE	1.00	329.12		329.12
APRIL22	04/28	04/26	3	UNIFIRST	UNIFIRST CORP	01-5140-578-0	00005897		EMS	1.00	354.68		354.68
APRIL22	04/28	04/26	3	UNIFIRST	UNIFIRST CORP	01-5001-445-0	00005897		JUDGE	1.00	131.80		131.80
APRIL22	04/28	04/26	3	UNIFIRST	UNIFIRST CORP	01-5080-721-0	00005897		MAINT	1.00	146.32		146.32
APRIL22	04/28	04/26	3	UNIFIRST	UNIFIRST CORP	01-5401-578-0	00005897		PUBLIC WORKS	1.00	794.47		794.47
APRIL22	04/28	04/26	3	UNIFIRST	UNIFIRST CORP	01-5010-578-0	00005897		PVA	1.00	56.00		56.00
APRIL22	04/28	04/26	3	UNIFIRST	UNIFIRST CORP	01-5217-578-0	00005897		RECYCLING	1.00	410.76		410.76
APRIL22	04/28	04/26	3	UNIFIRST	UNIFIRST CORP	01-5015-578-0	00005897		SHURTF	1.00	239.32		239.32
APRIL22	04/28	04/26	3	UNIFIRST	UNIFIRST CORP	01-5070-578-0	00005897		PZ	1.00	155.96		155.96
04/29/2022 11:32 am													Page 5 of 5

Invoices Register - Detail

SPENCER COUNTY FISCAL COURT

Batch: 2022, May 2-FC

Fund: Road

Invoice Date From: 07/01/2021 To: 06/30/2022

Invoice	Date	Rev'd	Age	Vendor Code	Vendor Name	Account	PO No.	Voucher	Claim Description	Units	Price Paid Date	Amount
1478204	04/27	04/27	2	BIGSTATE	BIG STATE INDUSTRIAL SUPPLY	02-6105-475-0	00005851		ROAD TOOLS	1.00	189.90	189.90
189.90												
APRIL2022	04/28	04/20	9	FIRSTBANK	FIRST NATIONAL BANK OF OMAHA	02-6105-445-0	00005732		ROAD INK	1.00	127.48	127.48
127.48												
13621	04/22	04/21	8	FLYNN BROS	FLYNN BROTHERS	02-6105-439-C	00005862		COLD PATCH	1.00	422.00	422.00
422.00												
821	04/29	04/29		HENNECKE	HENNECKE DRILLING LLC	02-6105-548-0	00005858		GOOSE CREEK EMERGENCY AID	1.00	33,400.00	33,400.00
33,400.00												
667562	04/22	04/18	11	PREM.A&M OI	PREMIER COMPANIES- A & M OIL	02-6105-455-0	00005881		ROAD GAS	1.00	1,989.42	1,989.42
667563	04/22	04/18	11	PREM.A&M OI		02-6105-455-0	00005882		ROAD DIESEL	1.00	2,311.12	2,311.12
4,300.54												
284422-IN	04/27	04/27	2	SAF-TI-CO	SAF-TI-CO INC.	02-6105-469-0	00005883		ROAD TAPE	1.00	240.00	240.00
284571-IN	04/28	04/28	1	SAF-TI-CO		02-6105-469-0	00005884		ROAD SIGNS	1.00	150.54	150.54
390.54												
042522	04/27	04/27	2	SUPERIOR	SUPERIOR PARTS AND FLEET SERVICES	02-6105-592-0	00005892		ROAD SEAL/AIRLINE	1.00	75.99	75.99
75.99												
PROJECTAPP1	04/27	04/27	2	TOODJOHNSOTODD	JOHNSON CONTRACTING, INC	02-6105-548-0	00005895		EAST RIVER ROAD BRIDGE REPLACEMENT	1.00	113,918.52	113,918.52
113,918.52												
APRIL22	04/28	04/26	3	UNIFIRST	UNIFIRST CORP	02-6105-578-0	00005897		ROAD	1.00	1,198.58	1,198.58
1,198.58												
11 Invoice Items Listed											154,023.55	

Invoices Register - Detail

SPENCER COUNTY FISCAL COURT

Batch: 2022, May 2-FC

Fund: Jail

Invoice Date From: 07/01/2021 To: 06/30/2022

Invoice	Date	Rev'd	Age	Vendor Code	Vendor Name	Account	PO No.	Voucher	Claim Description	Units	Price Paid Date	Amount
RYTAYL22	04/28	04/27	2	CIMA	CIMA COMPANIES INC.	03-5101-446-0	00005853		VOLUNTEER INSURANCE	1.00	350.00	350.00
350.00												
71900	04/22	04/15	14	CLINICAL	CLINICAL SOLUTIONS PHARMACY	03-5101-549-0	00005854		INMATE MEDICAL COSTS	1.00	60.89	60.89
60.89												
222-125352-0	04/27	04/26	3	SOEMERG	SOUTHEASTERN EMERG PHYSICIANS	03-5101-549-0	00005888		INMATE MEDICAL:CHESSER	1.00	74.05	74.05
222-125351-0	04/27	04/26	3	SOEMERG		03-5101-549-0	00005887		INMATE MEDICAL: CHESSER	1.00	74.05	74.05
222-086852	04/27	04/25	3	SOEMERG		03-5101-549-0	00005889		INMATE MEDICAL:DAVID	1.00	332.64	332.64
480.74												
5 Invoice Items Listed											891.63	

ADDITIONAL INVOICES AND TRANSFERS

<i>Spencer County Board of Elections 4/27/2022</i>	Steve Hesselbrock	\$60.00
	Josh Coale	\$60.00
	Belinda Snider	\$60.00
	Lynn Hesselbrock	\$60.00
<i>Spencer County Board of Elections 4/25/2022</i>	Steve Hesselbrock	\$60.00
	Josh Coale	\$60.00
	Belinda Snider	\$60.00
	Lynn Hesselbrock	\$60.00
<i>Occupational Tax Refund</i>	0150475670	\$25.00
<i>Occupational Tax Refund</i>	0150475670	\$14.40
<i>Occupational Tax Refund</i>	0150475670	\$25.00
<i>Board of Adjustments Refund</i>	Steven Tolle	\$375.00
<i>Planning and Zoning Commission 4/21/2022</i>	Dwight Clayton	\$60.00
	Diana Faue	\$60.00
	Valerie Hunt	\$60.00
	Marsha Mudd	\$60.00
	Anthony Travis	\$60.00
	Paula Wheatley	\$60.00
	Attorney John Dale	\$60.00
<i>ATT Landlines Bill</i>	Various Accounts	\$2100.00
GENERAL, ROAD, & JAIL FUND INVOICES/TRANSFERS		
GENERAL FUND		
ROAD FUND		

Cash Balances	General Fund	Road Fund	Jail Fund	Federal Grant
	\$1,087,918.26	\$1,669,651.00	\$17,478.18	
12/31/2019	\$1,085,809.88	\$1,624,579.86	\$43,118.69	
1/29/2020	\$1,212,562.98	\$1,465,840.80	\$46,053.84	
2/26/2020	\$1,205,655.33	\$1,656,610.69	\$64,185.78	
4/1/2020	\$1,154,822.45	\$1,665,593.70	\$18,229.98	
4/29/2020	\$1,004,230.57	\$1,526,505.15	\$61,059.97	
5/28/2020	\$1,016,262.96	\$1,549,574.92	\$49,627.40	
6/26/2020	\$264,278.70	\$1,004,999.62	\$38307.18	
7/15/2020	\$326,112.15	\$972,819.46 (FEMA, Hochstrasser, surrendered bonds, payroll)	\$35,894.63 (Payroll/Housings)	
7/31/2020	\$372,679.04	\$1,498,564.87	\$84,154.67	
8/13/2020	\$636,221.48	\$1,545,105.94	\$72,279.90	
9/02/2020	\$471,306.31	\$1,552,671.51	\$54,389.73	
9/18/2020	\$701,246.97	\$1,861,682.77	\$40,813.62	
10/01/20	\$607,199.19	\$1,835,850.64	\$37,831.17	
10/14/20	\$652,484.64	\$1,762,865.75	\$41,205.39	
10/29/20	\$625,116.62	\$1,668,901.55	\$28,278.97	
11/10/20	\$1,701,679.16	\$1,487,213.30	\$25,303.75	
12/01/20	\$1,203,619.30	\$1,624,476.80	\$52,372.68	
12/16/20	\$1,602,813.52	\$1,597,874.01	\$41,707.71	
1/15/21	\$1,773,882.67	\$1,532,572.88	\$45,770.35	
1/29/21	\$1,923,399.27	\$1,674,545.10	\$68,646.79	
2/10/21	\$2,190,721.31	\$1,639,803.31	\$68,070.82	
2/24/21	\$2,080,697.69	\$1,617,162.58	\$47,073.74	
3/15/21	\$2,024,810.40	\$1,565,529.94	\$46,551.55	
4/15/21	\$1,905,829.61	\$1,314,782.01	\$5,996.44	
4/30/21	\$1,860,098.83	\$1,281,545.56	\$65,307.48	
10/04/2021	\$3,045,741.86	\$801,747.75	\$68,043.39	
10/27/2021	\$2,794,746.68	\$931,091.73	\$33,841.29	
11/09/2021	\$3,927,783.01	\$904,403.07	\$83,451.14	

12/01/2021	\$3,845,123.07	\$762,699.55	\$55,301.81
12/15/2021	\$4,709,687.79	\$1,245,577.00	\$26,935.35
1/03/2022	\$4,703,234.12	\$1,205,521.37	\$27,429.50
1/13/2022	\$4,742,744.31	\$1,182,637.96	\$74,476.63
2/4/2022	\$4,517,160.12	\$1,382,914.24	\$50,385.83
2/15/2022	\$4,788,551.33	\$1,186,488.40	\$42,058.24
3/2/2022	\$4,683,330.29	\$1,116,620.84	\$57,744.41
3/16/2022	\$4,636,059.19	\$988,678.33	\$18,087.95
3/30/2022	\$4,427,460.45	\$906,889.37	\$79,103.87
4/13/2022	\$4,532,043.11	\$722,652.06	\$80,444.14
4/27/2022	\$4,607,829.35	\$552,931.97	\$49,931.93
			\$10,500.00
			\$775.00
			\$315.0

Genl

Transfer \$50.00 to 0150054450 From 0150051650
 Transfer \$50,000.00 to 0150151030 From 0192009990
 * Transfer \$34,000.00 to 0150151030 From ~~0150151030~~ 0192009990
 Transfer \$24,000.00 to 015015299A From 0150157230
 Transfer \$2,000.00 to 0150801850 From 015411850
 Transfer \$2,000.00 to 0194002050 From 0192009990

Transfer \$800.00 to 0150155780 From 0150157230
 Transfer \$400.00 to 0150153480 From 0150157230
 Transfer \$800.00 to 0150154450 From 0150157230
 Transfer \$1,000.00 to 0150154910 From 0192009990
 Transfer \$500.00 to 0151904450 From 0102175480
 Transfer \$800.00 to 0152175780 From 015411850
 Transfer \$1,000.00 to 0154015980 From 0192009990
 Transfer \$400.00 to 0180993850 From

Genl

Transfer \$800.00 to 026154310 From 0252009990
 Transfer \$250,000.00 to 0261055450 From 0261053110



Invoice Statement

INVOICE NUMBER: 80647457
ACCOUNT NAME: Spencer County Fiscal Court

PAGE 1

ACCOUNT NUMBER	CREDIT LIMIT	DAYS THIS PERIOD	BILL CLOSING DATE	PAYMENT DUE DATE	AMOUNT DUE
0496-00-171876-6	25000.00	30	APR-30-2022	MAY-26-2022	9460.29

DATE	ACTIVITY DESCRIPTION	CHARGES / DEBITS	PAYMENTS / CREDITS
APR-11-2022	Payment - Thank You		485.44
APR-11-2022	Payment - Thank You		431.72
APR-13-2022	Payment - Thank You		9951.61
APR-29-2022	Fuel Purchases	9582.31	
APR-29-2022	Rebates and Rebate Reversals		122.02

REMINDER
PLEASE BE SURE TO INCLUDE REMITTANCE
STUB WITH PAYMENT. MAIL TO THE
ADDRESS SHOWN IN THE RIGHT PORTION
OF THE REMITTANCE STUB.

The Finance Charge is determined by applying a periodic rate of 2.99%

PURCHASES, RETURNS AND PAYMENTS MADE JUST PRIOR TO BILLING DATE MAY NOT APPEAR UNTIL THE NEXT INVOICE/STATEMENT.

PREVIOUS BALANCE	(-)PAYMENTS	(+)ACTIVITY THIS PERIOD	(-)SAVINGS THIS PERIOD	(=)NEW BALANCE
10868.77	10868.77	9582.31	122.02	9460.29

CALL CUSTOMER SERVICE TO PAY BY PHONE
FEDERAL TAX ID: 841425616

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND TERMS.
TO ENSURE PROPER CREDIT, TEAR AT PERFORATION AND INCLUDE BOTTOM PORTION WITH YOUR PAYMENT

WEX Fleet Universal

P.O. Box 639
Portland, ME 04104-0639

ACCOUNT NAME	Spencer Fiscal Court
ACCOUNT NUMBER	0496-00-171876-6
INVOICE NUMBER	80647457
BILL CLOSING DATE	APR-30-2022
AMOUNT DUE	9460.29
AMOUNT ENCLOSED	
PAYMENT DUE DATE	MAY-26-2022

PAYMENTS RECEIVED AFTER THIS DATE SUBJECT TO A FINANCE CHARGE.

Make check payable to: WEX BANK
To avoid processing delays, remit all payments to:

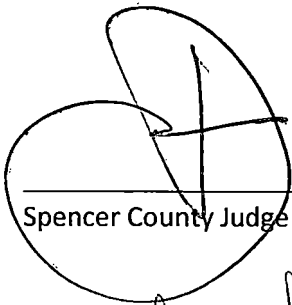
Brittany Veto
Spencer County Fiscal Court
PO Box 397
Taylorsville, KY 40071

WEX BANK
P.O. BOX 6293
CAROL STREAM IL 60197-6293

0496001718766000000946029 220526

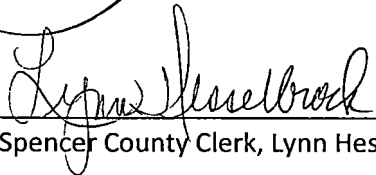
Esq. Brewer said that he had one more thing. A young man, whom they had taken up a donation for probably a year and a half ago, or two years ago, Owen Flannigan, who had the aneurysm in school, maybe 11 or 12 years old, he passed away early that morning, after a very long struggle. His family has been through a lot, and he asked that they keep his family in their prayers.

- Motion made by Esq. Beaverson, seconded by Esq. J. Moody, with all members of the Court present voting "aye" by voice vote, it is hereby ordered to adjourn this meeting at 10:38 am.



Spencer County Judge Executive, John Riley

6-6-22
Date



Attest: Spencer County Clerk, Lynn Hesselbrock

6-6-2022
Date