

SPENCER COUNTY FISCAL COURT  
 MONDAY, SEPTEMBER 21, 2020, 7:00 PM  
 MEETING CONDUCTED VIA WEB X

In response to the public health emergency caused by COVID-19 and the current state of emergency, Spencer County Fiscal Court is utilizing the provisions of the newly enacted Senate Bill 150 and hereby gives this notice that this meeting will be conducted by live video teleconference.

Opening prayer

A. Call to order by County Judge Executive, John Riley

B. Roll Call by Spencer County Clerk

Roll call by Spencer County Clerk, Lynn Hesselbrock- all present

C. Approval of the minutes from the prior court 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 September 9, 2020 meeting with any corrections being made.

D. Communications from County Judge Executive

1. Rebates on previously purchased radios. The Judge reported that they had been looking into that they had been in contact with J&N. The Judge said that J&N had applied for the rebate on the County's behalf; it was a different company that Kenwood had to mail those rebates checks out. They said that they mailed the check but the check was never received. They were still pursuing that and he appreciated Esq. Brewer bringing that up and he would keep them posted on that as it progresses.

2. EMS has partnered with the North Central Health District Health Department for a drive through free flu shot clinic. It will be Thursday, October 8<sup>th</sup>, at Country Mart parking lot.

3. Solid waste tire collection event is set for November 5<sup>th</sup>, 6<sup>th</sup>, and a half day on Saturday, the 7<sup>th</sup> of November. The State Transportation opted not to host the event at the State road barn, so they will be hosting the event at their Spencer County Road barn, or at the County Fair ground.

4. He wanted to thank Esq. J. Moody. Jerry has done an awesome job in updating their County equipment. On Friday, he went over and looked at the SKAG mowers that he worked on for the Parks department, awesome equipment that they had there. He was also continuing to work on updating other vehicles for Animal Control, Planning & Zoning, Sheriff and of course, the vehicles and equipment up at the Road department. He talked to the Road foreman today about their conversation about those International trucks; he knew that he was pursuing that, and he appreciated that and he had done an awesome job with that.

5. He wanted to mention that it looked like there were a couple of birthdays; Esq. Mike Moody, he thought he had one tomorrow. Esq. M. Moody replied his birthday was in July, but he thanked the Judge for the birthday wish. The Judge said that it looked like John Shindlebower had a birthday tomorrow.

6. The next regular meeting will be October 5<sup>th</sup> at 9:00 am. He was ready to go back to in person meetings. He didn't know what the Court might decide. His sense was that they might not want to do that, he was certainly ready and he believed that they could meet in person, he believed they could do it safely, and he believed they could do it responsibly, but he was going to leave it up to them, as a Court.

E. Communications from citizens \*\*\*3-minute limit\*\*\*

1. Jessica Shaw

The Judge said that Jessica Shaw wanted to talk about vehicles on County roadways. Ms. Shaw was not present on the teleconference meeting.

2. Mr. Roy Legaspi.

Mr. Legaspi was present and wanted his words on the record. The Judge commented that Mr. Legaspi's words were always on the record; they recorded these meetings. The Judge said that there was no need for him to ask for them to be on the record, they were on the record. Mr. Legaspi comments, remodeling the County courthouse, moving the County offices, obtaining more working space for the county employees

that need it was an expensive endeavor. He had previously asked the Fiscal Court to form a committee of Magistrates and taxpayers to review the remodeling needs of the Court house and the needs of the County employees. In talking to the Administrative Office of the Courts of the state of Kentucky, they had indicated to him, it was their desire to place all of the Administrative Court functions in the same building which would be more efficient for the Court. They had put that in writing and he had provided all the Magistrates that along with his report on the Courthouse renovation. Spending money now, when they had not provided taxpayer input, to determine the needs of each department where they could best serve the County taxpayers, and at the least expense to the taxpayers, was, at the very least, frivolous and wasteful if they did not do their due diligence. They should not be spending money on new equipment and service space if they had not done their due diligence and or they would be remodeling their offices. He said that they did not need a consulting company to tell them that they were inefficient, common sense will only tell them that by going through the buildings. The question was, what, and how were they going to tackle the problem. The Administrative Offices of the Court would pay for the entire renovation of the Courthouse at no cost to the County. They could work from there to accommodate the needs of the residents of the County. He said they needed to seek good office space and they needed to do it now, before they needlessly spent money that the AOC will be spending anyway at it relates to the Courthouse. He urged the Magistrates again to do their homework and to not make rash decisions on paying consultants during this COVID situation. He said that taxpayers were out of work, they were just trying to make ends meet. He was not saying don't spend if they needed to, he was saying for them to do their due diligence which was not happening presently based on what they experienced going on with the EMS department. He told them to spend their money wisely. He thanked them. The Judge commented that he wanted Mr. Legaspi to be aware that there was no proposal currently on the table to do anything. There was no proposal on the table to spend money on the renovation of the Courthouse. He said that he knew that Mr. Legaspi had done enough due diligence and homework to know that it was a very long process that they worked through with the Administrative office of the Courts. The Judge continued that Mr. Legaspi knew, by reading the documents that there was a local project development board that was created. That had not even been created, so, he just wanted to make sure that he understood that. The Judge asked if there was anyone who wanted to address the Court and said that everyone was unmuted. No one elected to speak.

**F. Communications/reports from members, other offices and committees.**

**1. Zoning readings**

Mrs. Sweazy came before the Court to report that there was a second reading and they would do that first.

- Motion made by Esq. Beaverson, 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 of Janet Willoughby on Murphy Lane based on the findings of fact and the recommendation of Planning and Zoning.

There were three first readings requiring no action of the Court.

Mrs. Sweazy said that she wanted to report that her new employee, as the administrative assistant, started today. Everything checked out well on her background check. Mrs. Sweazy also wanted to ask about the position that they spoke about at the last meeting. It was in regards to the City helping pay for a fulltime position; she couldn't seem to get the Mayor to return her calls or her emails in regards to that. She wanted to know how long they left that on the table as an option to them. She said it was not that she didn't want to work with them, but she just needed to know something. The Judge said that they were not going to leave it on there forever, he didn't know if it was his, he knew he got a job change, he didn't know what the situation was, but, he would make a concerted effort, this week, to find out what they wanted to do. He thought that the Court had already voted to pursue that avenue if they could, but, they could always go back just to, they had to get an answer from them, they didn't want to be held up for too long, they had enforcement stuff that had to be done. Mrs. Sweazy said she appreciated that. She said that they had mentioned the tire amnesty program, and she didn't have a docket in front of her about solid waste, but she was letting them know that they were getting a good response on the roadside litter abatement that was going on right now. She said a

good set of different groups that have agreed to pick up, so that should be a good thing. The Judge said that just so that everyone knew, Mrs. Sweazy co-ordinates that out of her office with Karen Spencer.

PUBLIC NOTICE

Please take notice that the Fiscal Court of Spencer County on the 21<sup>st</sup> day of September 2020 passed the following ORDINANCE(S):

On motion of Esq. Beaverson, second by Esq. Brewer with all members of the court present voting "Aye", to approve the zoning application of Janet Willoughby from Ag-1, agricultural to R-3, residential on a 1.033 acres shown as Lot 21A and AG-1, agricultural to AG-2, agricultural on 5.293 acres shown as the Remainder of Lot 21 of the Bartley Farm located at 2296 Murphy Lane 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

PUBLIC NOTICE

Please take notice that the Fiscal Court of Spencer County on the 5<sup>th</sup> day of October 2020 will consider the following ORDINANCE(S) for second reading and adoption:

Sharon Petty, Carla & Michael Schindler requesting zone change from Ag-1, agricultural to R-1, residential on a 2.10 acre tract shown as Tract 1, located at 5664 Little Mount Road.

Christopher Todd Martin and Laura Becker Martin requesting a zone change from R-1, residential to AG-1, agricultural on two tracts consisting of 10.23 acres located at 58 Carl Monroe Road.

Greg & Brenda Zinner requesting a zone change from AG-1, agricultural to R-1, Residential on 2.094 acres located at 1549 Yoder Tipton Road.

Estate of Doris Jean Goodlett requesting a zone change from AG-1, agricultural to R-3, residential on 2.006 acres located at 3304 Love Lane.

Attest: Lynn Hesselbrock  
Clerk Spencer County Fiscal Court

John Riley  
Spencer County Judge/Executive

2. COVID update.

The Judge said that Mr. Limpp was not available to make this meeting so he would give a brief update. He was sending them daily press releases from the Health District but he had not sent the one that had come out that afternoon. He had it in front of him and he could tell them that there were 4 new cases today. So far, since the beginning of this virus issue, Spencer County has had 205 positive cases, currently they had 11 active cases. So, it was very good, and they had had no deaths. He thought things were beginning to look very, very positive on that front and he thought it could help to make the case to go back to live meetings but he was going to leave it up to them. He would consult with them between now and their next meeting to see what they were going to do on that.

3. Safety committee report- Esq. Brewer

Esq. Brewer reported that the Safety committee was going to be submitting quotes for cameras to be put up at the two parks. Hopefully, this will deter some of the traffic they had there after hours and maybe some of

the drug use that had been going on at some of the parks. And also, some of the vandalism that takes place after dark. The committee will be submitting those for approval at the next meeting or so.

4. Solid waste committee report-Esq. Travis

Esq. Travis reported that he and Esq. Brewer had worked on the new contract for garbage collection and he thought that they had it pinned down. He said that he thought that they all had the specifications for the solicitation for a contract. Those were just ideas that they were looking to put into the contract. As they spoke, Steve Biven, from the City, was writing the contract, he was writing the specs for them, and as of now, they were going to have a pre-bid meeting on October 6<sup>th</sup>, at 1:00 pm, at Taylorsville City Hall, and they were going to meet with any companies that are interested in bidding for residential contract. And then they were going to, this was going into the newspaper tomorrow, on October 22<sup>nd</sup>, that will be the last day that they will be receiving bids, sealed bids, from companies that want to bid on this contract, and they will open them the same day, at 5:00 pm at the City Hall in Taylorsville. So they will have the specifications and they will meet with all the prospective bidders that want to bid on this contract on October 6<sup>th</sup>, at 1:00 pm at City Hall, and they were going to nail down exactly, what they wanted, what the City wants, and the contractors want, and when they got that done, they will come up with another list of items that they were going to put in the contract. The Judge asked when the bid opening would happen and Esq. Travis replied it was going to take place on October 22<sup>nd</sup>, at 5:00 pm. The pre-bid meeting with all the contractors that wanted to be present, and they were basically going to have a roundhouse meeting on what we want, and on what they want to offer them, and get everybody there who is involved with this, and who want to bid on the contract, that was October 6<sup>th</sup> at 1:00 pm.. They were then going to send all the solicitation contract, which was the 3 or 4 page thing, they were going to put it in the paper, and the bid process, and anybody that wants to bid on it can bid on it, and they were opening those up on October 22<sup>nd</sup> at 5:00 pm.

5. Veterans committee- Esq. Brewer

There was nothing to report.

6. Equipment committee- Esq. J. Moody

Esq. J. Moody reported that everything would be under new business.

7. Telecommunications committee- Esq. Beaverson

There was nothing to report.

G. Old business

1. Interlocal agreement- City/County enforcement

The Judge said that Mrs. Sweazy had just spoke about that, and they would leave that under old business for their next meeting.

H. New business

1. Perfection Group

2. Department head meetings- Esq. Travis

Esq. Travis explained that he would like to see each department head attend the first meeting of the month at 9:00 am, on Monday, to give a brief report, 5 minutes, on what they have accomplished in the past month, and what they perceive they're going to do in the next month. It can be verbally, if they want, if they want to do a written report, that's fine, but just be a 5-minute thing. He thought it would be a good for them to have them in front of them (fiscal court) when they start back with the in person meetings, where they, as a Court, can ask them questions, and they could ask them, he would just like to see this done. He went on that he didn't know if the Judge could do this as an everyday authority, or have the Court vote on it. The Judge said that he and Esq. Travis had discussed this, and that he was not in favor of this, because he believed that all 5 Magistrates, and certainly himself, and others, have more than ample access and accessibility to any of these department heads. He said that he thought that it was a colossal waste of time, and will clutter up a meeting, but if they chose to do that, they would have them all come into a fiscal court meeting. He said that he did not recommend it, if any of them were having difficulty communicating with any of the department heads, and they were not giving them the information that they were looking for, please let him know. But he would not favor doing this. Esq. Travis said that there was a list of all the

department heads and he would not want all of those people to come in. He would want Chris Limpp from EMS, Todd Burch from the Road department, Brian Spencer from the Parks department, Karen Spencer from Recycling, Randy Bush and Nick Wilkerson from Animal Control Director. Doug was going to be there anyway, Julie was going to be there most of the time, he didn't think it was necessary for Brittany to be there, or Stephanie Smith to be there. But he would like to have those people in front of them; they were on the clock on Monday morning, there was not going to be any overtime, or anything like that. It was just a brief summary of what they've done and what they plan to do and it would be a good time for each of the Magistrates to ask them questions as a group instead of individually where they got, he said this, and he said that. Esq. Travis said that he knew the Judge did not support that, they could make a motion on it and vote on it, if it votes no, then that's good.

**Spencer County Department Heads**

Brittany Veto	Deputy Judge Executive
Chris Limpp	EMA/EMS Director
Todd Burch	Road Foreman
Julie Sweazy	Planning & Zoning
Stephanie Smith	Occupational Tax Officers
Brian Spencer	Parks, ETC.
Karen Spencer	Recycle Ctr/Solid Waste Coordinator
Gary Day	Vehicle Maintenance
Randy Bush	Building Superintendent
Nick Wilkerson	Animal Control
Doug Williams	Treasurer

- Motion made by Esq. Travis that they have the 6 department heads come in on the first Monday of the month and give a brief presentation on what they were going to do for the next month and what they had done for the previous month. Motion fails for lack of a second. Esq. Travis asked if this could be brought up at the next meeting since they were having technical difficulties, and the Judge replied that they could.

1. Perfection Group.

Andrew Apro from Perfection Group was now in the meeting. He gave an overview on the services they could provide to the County that were outlined in the presentation packet in the Magistrate's agenda packet. It included cost savings as well as a facilities assessment. Carter Offutt, a Green Building Specialist and Ben Apro, a Green Building Specialist were also present. They had been in business since 1950, were a mechanical contractor, and energy service provider and a service provider. What these did, was renovation. They went in when a facility was at its useful life, and look at ways to renovate and save money and by doing that, have those improvements pay for themselves. They referenced several Kentucky counties for whom they had performed assessments. They had surpassed their guaranteed savings by 175%. They were there to show them the opportunity, the need and the strategy. No action taken.

3. Solid waste contract- Esq. Travis

Already discussed.

4. Surplus equipment

Esq. J. Moody reported that there were 2 John Deere mowers, a 2010 F-150 2 Crown Vics and 2 Dodge Chargers that needed to be surplused and sold on GovDeals.com. The Sheriff wanted 4 Ford Explorers to replace the vehicles. Esq. J. Moody reported he was having a difficult time acquiring used Ford Explorers.

- Motion made by Esq. J. Moody, seconded by Esq. Brewer, with all members of the Court present voting "aye" by roll call vote, it is hereby ordered to declare the 2 John Deere mowers and the 2010 F-150 surplus property.
- Motion made by Esq. Travis, seconded by Esq. J. Moody, with all members of the Court present voting "aye" by roll call vote, it is hereby ordered to declare the 2 Crown Vics and the 2 Dodge Chargers surplus property.

## DECLARATION OF SURPLUS PROPERTY FOR DISPOSAL

Pursuant to KRS 67.0802 and 424.130(1)(b) on September 21, 2020 Spencer County Fiscal Court declared the following county-owned items as surplus equipment. Mowers acquired for work at 2 county-owned park locations. Truck acquired for county maintenance work. Due to equipment age requiring repair/upkeep, the County hereby authorizes the disposal by public auction, the following:

- John Deere 797 ZTrak Mower
- John Deere 7950M Zero Turn Mower
- 2010 Ford F-150 VIN: 1FTEW1E81AFD89951

Auction will be conducted via GovDeals.com on September 30, 2020. This equipment may be viewed prior to the sale by contacting the Spencer County Judge Executive's office at 502/477-3205 or toll-free 1-888-497-9341. All equipment is sold as is.

9/14/20

Dear Fiscal Court,

I plan to sell two Ford Crown Victoria's and two Dodge Chargers as surplus equipment. I want to replace these vehicles with 2 used Ford explorers. The sale of these vehicles plus Cares money and/or money from the sale of the house at Wilsonville will fund this project.

The vehicle's to be declared surplus are:

2011 Crown Victoria Vin# 2FABP78V4BX112140  
 2009 Crown Victoria Vin# 2FAHPT1V09X120211  
 2012 Charger Vin# SC3CDXATXCH172206  
 2012 Charger Vin# SC3CDXATXCH172205

Sheriff Scott Herndon

The Judge said that what Esq. J. Moody wanted to take up was that if he (Esq. J. Moody) saw a vehicle, he would like the ability to purchase vehicles but he (Esq. J. Moody) faced the same obstacles the Judge did, in getting approval and as much as 2 weeks might elapse before Fiscal Court would meet to get approval. The Judge asked Esq. J. Moody what kind of dollars he was going to need leeway on to purchase vehicles. Esq. J. Moody responded around \$17,000.00 to \$18,000.00 per unit. The Judge asked if he (Esq. J. Moody) got a motion to spend up to \$20,000.00 to purchase a vehicle, would it untie his hands. Esq. J. Moody replied it would untie his hands, plus having the ability to purchase 3 or 4 vehicles if he ran across that many at one time. He said that he was running into problems finding low mileage vehicles. The Judge said that he (Esq. J. Moody) needed the ability to act quickly on that rather than waiting on Fiscal Court. The Judge said that if he (Esq. J. Moody) had the ability to purchase a vehicle for up to a max of \$20,000.00 that would take care of that. The Judge said that he did not know if the Court was up to doing that and he wouldn't expect them to do that for him, as the County Judge, but he had said it in his opening remarks, Jerry has done a fantastic job of getting their fleet updated, and he had full confidence that Jerry was not going to buy a piece of junk. Esq. Travis made a motion for Esq. J. Moody to spend up to \$20,000.00 for one, two or three vehicles. Esq. J. Moody replied that he could not do that, and the Judge agreed. Esq. J. Moody explained that he needed permission to spend up to \$80,000.00 for 4 police cars, which would be reimbursed from the Sheriff's office when he got the money from the house sale. The Judge said that he could tell them right now that was not going to fly. Anything more than \$30,000.00 would have to be bid. They could authorize him to purchase one vehicle for a maximum of \$20,000.00.

- Motion made by Esq. Travis, seconded by Esq. J. Moody to authorize Esq. J. Moody to purchase one vehicle for up to \$20,000.00. "ayes" were Esq. J. Moody. "nays" were Esq. Brewer, Esq. M. Moody, Esq. Beaverson, Judge Riley and Esq. Travis. Motion fails.

Esq. Brewer asked if the money was earmarked to come out of the money from the sale of the seized house proceeds and Esq. J. Moody replied that it was, and that was what he had been told. The Judge said that they would have to wait until the proceeds of the sale were delivered and that Fiscal Court would not have a say-so in the spending of that money. That was strictly up to the Sheriff, and Esq. J. Moody did not need Fiscal Court's approval to buy vehicles for the Sheriff using that money. Esq. J. Moody said that the Sheriff had requested that the vehicles be purchased because they might have a difficult time finding them. The Judge said this purchase would not be out of the proceeds from the sale of the house, this would be out of Fiscal Court general fund. Esq. J. Moody said the Sheriff would reimburse Fiscal Court, and the Judge said he did not know that to be a fact. The Judge said there were too many questions and he recommended they vote against this.

5. Sheriff copier quote

The Judge reported that the Sheriff needed a new copier. There was a quote for a refurbished copier. Esq. Travis commented that they were always buying used stuff, he asked if a price for a new copier could be provided instead of giving a price for a used copier. The Judge said they could get a price for a new copier, but it was substantially higher than a used one. Esq. Travis said they were buying a used piece of equipment, it was like a used car, they were buying somebody else's problems that they had. The Judge remarked that a copier of this caliber, new, would be substantially higher than \$2,200.00. Esq. Travis asked how much and the Judge said that he couldn't tell him how much. Esq. Travis asked to bring this back at the next meeting

110 S. Indiana Ave.  
Sellersburg, IN 47172  
812-246-0983  
1-800-998-8765

# M&M Office Products, INC.

**PROPOSAL**  
**PREPARED FOR**  
**SPENCER COUNTY SHERIFF**  
**KYOCERA**  
**TA 4002i**  
(off lease)

**TA 4002i**

**COPIER INCLUDES:**

40 PRINTS PER MINUTE B&W  
2-500 SHEET CASSETTES  
100 SHEET MULTI PURPOSE TRAY  
REDUCTION/ENLARGEMENT  
25%-400% IN 1% INCREMENTS

AUTOMATIC DUPLEXING	INCLUDED
AUTOMATIC DOCUMENT FEEDER	INCLUDED
NETWORK PRINT/SCAN	INCLUDED
STAND	<u>INCLUDED</u>
 <b>TOTAL</b>	 <b>\$2,250.00</b>

**SELLERSBURG, IN – SCOTTSBURG, IN – SEYMOUR, IN**

*Copiers – Printers – Shredders – Large Format – Supplies*

6. 2021 motor vehicle and watercraft tax certification  
The Judge said that the Court needed to set a tax rate for vehicle and watercraft tax rate for the year of 2021. He said that the current rate was 8.29 cents per hundred and they had the ability to leave it as it was, lower it or go as high as 12.2 cents per hundred. His recommendation was to leave it where it was.

- Motion made by Esq. Travis, seconded by Esq. Beaverson, with all members of the Court present voting “aye” by roll call vote, it is hereby ordered to leave the tax rate on vehicles and watercraft at 8.2 percent.



SECOND REQUEST

COMMONWEALTH OF KENTUCKY  
DEPARTMENT OF REVENUE  
OFFICE OF PROPERTY VALUATION

ATTN: DOUG WILLIAMS  
SPENCER CO FISCAL COURT  
12 WEST MAIN STREET  
P. O. BOX 397  
TAYLORSVILLE KY 40071

(PLEASE INDICATE ANY CONTACT OR ADDRESS CHANGES ABOVE)

KRS 132.487 REQUIRES ALL APPLICABLE TAXING DISTRICTS THAT PROPOSE TO LEVY A TAX ON MOTOR VEHICLES VALUED AS OF JANUARY 1, TO SUBMIT TO THE DEPARTMENT ON OR BEFORE OCTOBER 1 OF THE YEAR PRECEDING THE ASSESSMENT DATE, THE TAX RATE TO BE LEVIED AGAINST VALUATIONS AS OF THE ASSESSMENT DATE. ANY DISTRICT THAT FAILS TO TIMELY SUBMIT THE TAX RATE SHALL RECEIVE THE RATE IN EFFECT FOR THE PRIOR YEAR.

A number of motor vehicle tax rates have been submitted to the Department of Revenue in the past which may not have been calculated correctly. Some jurisdictions used compensating rates or calculations based upon House Bill 19.

Please note that MOTOR VEHICLE TAX RATES ARE NOT dependent upon compensating rates or the 4% limitations set forth in House Bill 44 or House Bill 19. Instead, all local taxing districts that propose to tax motor vehicles can levy a rate on motor vehicles that does "not exceed the rate that could have been levied on motor vehicles by the district on January 1, 1983 assessments of motor vehicles." Thus, a local district may levy a rate up to the maximum available 1983 tax rate for motor vehicles.

CONTACT INFORMATION ON ESTABLISHING RATES: SCHOOL DISTRICTS SHOULD CONTACT THE DEPARTMENT OF EDUCATION AT (502) 564-3846. ALL OTHER TAXING JURISDICTIONS SHOULD CONTACT THE DEPARTMENT OF LOCAL GOVERNMENT AT (502) 573-2382 OR TOLL FREE AT 800-346-5606.

2021 MOTOR VEHICLE & WATERCRAFT PROPERTY TAX RATE CERTIFICATION

The tax rate for 2020 was 8.290 cents per \$100.00 of assessed value. I certify that the SPENCER CO FISCAL COURT will levy a property tax rate of \_\_\_\_\_ cents per \$100 of assessed value upon motor vehicles and watercraft for the calendar year of 2021.

\_\_\_\_\_  
Signature of Tax District Representative Title Date

COUNTY OF SPENCER TELEPHONE \_\_\_\_\_  
STATE OF KENTUCKY

Subscribed and sworn this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
My Commission Expires Notary Public

Please confirm the accuracy of the tax rate written on this form. This is not your tangible or real property tax rate. Please review the form before submitting.

You may certify your motor vehicle and watercraft property tax rate above and return this form to:

OFFICE OF PROPERTY VALUATION  
STATE VALUATION BRANCH  
MOTOR VEHICLE SECTION  
501 HIGH STREET STA 32, 4TH FL  
FRANKFORT, KY 40601

VIA FAX: 502-564-8192 OR 502-564-8923  
EMAIL: LINDSEYN.BROWN@KY.GOV  
PHONE: 502-564-7384  
EMAIL: KATIE.YOUNG@KY.GOV  
PHONE: 502-782-5862

7. Waterford and Ray Jewell Park lease agreement.

LEASE OF RAY JEWELL PARK AND SPENCER COUNTY YOUTH BASEBALL ASSOCIATION

THIS AGREEMENT, made and entered into by and between the Spencer County Fiscal Court, Kentucky, (the "County"), John Riley, County Judge Executive, 12 West Main Street, Taylorsville, Kentucky 40071 and the Spencer County Youth Baseball Association, (the "SCYBA"), Ray Jewell Park, 168 Ray Road, Taylorsville, Kentucky 40071.

WITNESSETH: That for and in consideration of the economic and recreational benefits which will inure to the Spencer County Fiscal Court and its inhabitants, and in further consideration of the mutual promises, terms and conditions set forth herein, the Spencer County Fiscal Court does hereby lease, let and devise unto the Spencer County Youth Baseball Association athletic fields located at Ray Jewell Park including the softball and baseball fields, concession stand, bleachers, restrooms and adjoining parking lot (the "premises") on the following terms and conditions:

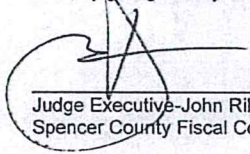
1. This lease shall be for a one (1) year term commencing on April 1, 2019 through March 31, 2020. The "SCYBA" shall agree to pay, rent in the amount of \$1.00 per year during the Term of this Lease of one (1) year. This lease only applies during SCYBA baseball seasons. Both parties acknowledge that the County maintains full access and use for all other activities at all other times..
2. The lease premises are to be utilized for playing baseball and related activities only. No fireworks are to be discharged on or about the leased premises.
3. The County shall provide all utilities to the leased premises.
4. The County shall be responsible for all maintenance of the leased premises except that during the seasons of the respective sports for which the SCYBA utilizes the premises, the SCYBA shall be responsible for the routine maintenance of the playing fields and concession facilities being used.
5. During the primary term and any extension or renewal thereof, the SCYBA shall at its own expense obtain and maintain in full force and effect general liability insurance coverage of not less than \$1,000,000.00 per occurrence from an insurance company acceptable to the County with the County named as an additional insured thereon. The SCYBA shall furnish a copy of said insurance policy together with documentation showing payment of the premium due. Failure to maintain said insurance during the lease term shall constitute an act of default giving the County the right to immediately terminate this lease until such insurance is in full force and effect. The SCYBA shall also maintain accident insurance on all participants in league activities.
6. At the conclusion of each lease term and at the end of the season for each sport for which the SCYBA utilizes the premises the SCYBA shall vacate and surrender possession of the leased premises to the County in substantially the same condition and state of repair as existed upon the commencement of this lease normal wear and tear excepted.

7. During the lease term the SCYBA shall have the right to charge admission, and sell concessions. The County shall have the right to require the removal of all of the advertising at the conclusion of the lease term or at the end of the season for each sport for which the SCYBA utilizes the premises.


8. SCYBA agrees to indemnify and hold harmless the County of and from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, to the extent caused by or arising out of or relating to the use of the aforesaid athletic field by the SCYBA.

9. SEVERABILITY: If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

10. RENEWAL: This lease agreement is to be automatically renewed at the end of the term for which drawn, until March 2022. Either party may terminate the lease prior to the end of the current term, by giving 30 day notice to the other party.

  
\_\_\_\_\_  
Judge Executive-John Riley  
Spencer County Fiscal Court

6-7-19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Spencer Co. Youth Baseball Association

6-7-19  
\_\_\_\_\_  
Date

## LEASE OF WATERFORD PARK AND SPENCER COUNTY SPORTS ASSOCIATION

THIS AGREEMENT, made and entered into by and between the Spencer County Fiscal Court, Kentucky, (the "County"), John Riley, County Judge Executive, 12 West Main Street, Taylorsville, Kentucky 40071 and the Spencer County Sports Association, (the "SCSA"), Waterford Park, P. O. Box 110, Taylorsville, Kentucky 40071.

WITNESSETH: That for and in consideration of the economic and recreational benefits which will insure to the Spencer County Fiscal Court and its inhabitants, and in further consideration of the mutual promises, terms and conditions set forth herein, the Spencer County Fiscal Court does hereby lease, let and demise unto the Spencer County Sports Association athletic fields located at Waterford Park including the softball and soccer fields, concession stand, bleachers, restrooms and adjoining parking lot (the "premises") on the following terms and conditions:

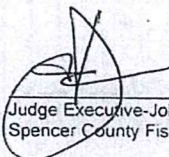
1. This lease shall be for a one (1) year term commencing on April 1, 2019 through March 31, 2020. The "SCSA" shall agree to pay, rent in the amount of \$1.00 per year during the Term of this Lease of one (1) year. This lease only applies during SCSA scheduled games and practice events. Both parties acknowledge that the County maintains full access and use for all other activities at all other times.
2. The lease premises are to be utilized for playing soccer and related activities only. No fireworks are to be discharged on or about the leased premises.
3. The County shall provide all utilities to the leased premises.
4. The County shall be responsible for all maintenance of the leased premises except that during the seasons of the respective sports for which the SCSA utilizes the premises, the SCSA shall be responsible for the routine maintenance of the playing fields and concession facilities being used.
5. During the primary term and any extension or renewal thereof, the SCSA shall at its own expense obtain and maintain in full force and effect general liability insurance coverage of not less than \$1,000,000.00 per occurrence from an insurance company acceptable to the County with the County named as an additional insured thereon. The SCSA shall furnish a copy of said insurance policy together with documentation showing payment of the premium due. Failure to maintain said insurance during the lease term shall constitute an act of default giving the County the right to immediately terminate this lease until such insurance is in full force and effect. The SCSA shall also maintain accident insurance on all participants in league activities.
6. At the conclusion of the lease and at the end of the season for each sport for which the SCSA utilizes the premises the SCSA shall vacate and surrender possession of the leased premises to the County in substantially the same condition and state of repair as existed upon the commencement of this lease normal wear and tear excepted.

7. During the lease term the SCSA shall have the right to charge admission, and sell concessions. The County shall have the right to require the removal of all of the advertising at the conclusion of the lease term or at the end of the season for each sport for which the SCSA utilizes the premises.

8. SCSA agrees to indemnify and hold harmless the County of and from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, to the extent caused by or arising out of or relating to the use of the aforesaid athletic field by the SCSA.

9. SEVERABILITY: If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

10. RENEWAL: This lease agreement is to be automatically renewed at the end of the term for which drawn, until March 2020. Either party may terminate the lease in years subsequent to this 2019-2020 lease, by giving 30 day notice to the other party.

  
\_\_\_\_\_  
Judge Executive-John Riley  
Spencer County Fiscal Court

6-28-19  
Date

  
\_\_\_\_\_  
Spencer Co. Sports Association

6/24/19  
Date

The Judge said that the leases were on automatic renewal and they had expired in March, they just needed to renew those leases. They were one dollar a year. He said the Waterford would be with the Youth Sports and with Ray Jewell Park, it was the Baseball Association. Esq. Brewer asked if the leases should read 2021 and the Judge replied that it should, those were the old leases and that was what they were renewing and the new leases will read 2021. With one-year automatic renewal.

- 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 renewal of the lease for Waterford Park and Ray Jewell Park.

8. Ordinance # 2- Jackson Drive, adoption- second reading

The Judge said that they may have gotten an email from Brittany on this; they were going to make a change between the first and second reading. And that was to strike, after it says Jackson Drive, 1193 feet, 25 mile per hour, they were going to strike the next paragraph, and insert the following language, and he said he would get this to the Clerk if she didn't have it already ; "on second reading and adoption, this ordinance the County agrees to a full release, to fully release the developer's bond of \$65,865.00, and that Spencer County Fiscal Court hereby accepts full ownership and maintenance responsibilities for the roads in Elk Creek Ridge development consisting of, Jackson Drive, Megan Drive, and Maddox Avenue." The Judge asked if everyone understood that change between the first and second reading. Esq. Travis replied that he did not. The Judge said that they were basically releasing the bond. He went on that those roads were brought on to the County road system well over a year ago. Esq. Travis asked if they normally held 50 percent of the bond money for a year and the Judge replied they have, but those were brought into the road system in 2017, he thought. The Judge said that Maddox Avenue was brought into the road system on November 17, 2014, it had been six years, same thing with Megan Boulevard, 2014. With the current ordinance they were bringing in Jackson, and there was no need, he had talked to the engineers, he talked to the Road foreman, there was really no need to continue holding a bond, and he thought that both the engineers and the Road foremen were both okay with releasing the bond in full. Esq. Travis said that he was fine with that, but thought this needed to be brought back to the next meeting and bring it before them in a

paper form where they could understand it instead of understand what he was saying before they did this. The Judge replied that because of the advertising and so forth, they were going to start over and go back to a first reading of a new ordinance.

- Review and approval of expenditures, purchases, invoices and transfers.

Invoice	Date	Vendor Code	Vendor Name	Account	PO No.	Voucher Claim Description	Img	Units	Price Paid	Date	Amount
1056	09/21	ADINAS	ADINA'S EMBROIDERY	01-5015-481-0	00002542	SO UNIFORM PATCHES		1.00	125.08		125.08
9973409978	09/21	AIRGAS	AIRGAS INC.	01-5140-455-0	00002543	EMS Oxygen		1.00	413.50		413.50
SEPT_ATT_K9	09/21	AT&T	AT&T UVERSE	01-5205-578-0	00002547	K9 INTERNET		1.00	90.50		90.50
SEPT_ATT_CTH	09/21	AT&T		01-5080-578-0	00002545	CTHS INTERNET		1.00	22.15		22.15
SEPT_ATT_MAI	09/21	AT&T		01-5085-578-0	00002548	MAINT INTERNET		1.00	64.25		64.25
sepl_att_cle	09/21	AT&T		01-5080-578-0	00002549	CLERK INTERNET		1.00	218.95		218.95
SEPT_ATT_P&Z	09/21	AT&T		01-5070-578-0	00002550	P&Z INTERNET		1.00	125.00		125.00
SEPT_ATT_ATT	09/21	AT&T		01-5005-578-0	00002544	CO ATTY INTERNET		1.00	125.00		125.00
SEPT_ATT_EMS	09/21	AT&T		01-5140-578-0	00002546	EMS INTERNET		1.00	55.00		55.00
											700.85
1741471	09/21	CARDINAL	CARDINAL OFFICE360	01-5080-411-0	00002551	CUSTODIAL SUPPLIES		1.00	63.44		63.44
1741471	09/21	CARDINAL		01-5085-737-0	00002551	FILE STORAGE BOXES		1.00	136.10		136.10
1741471	09/21	CARDINAL		01-5001-445-0	00002551	PAPER		1.00	34.95		34.95
											234.49
sepl_2020	09/11	CHAMBER	CHAMBER OF COMMERCE	01-5065-737-0		ELECTION LEASE		1.00	400.00		400.00
											400.00
SEPT2020	09/21	CHRISANDE	CHRIS SANDERS	01-5015-481-0		SO UNIFORM REIMB		1.00	141.49		141.49
											141.49
176209	09/21	CINDYS	CINDYS	01-5205-315-0	00002552	0000043JK9 SHELTERING		1.00	129.20		129.20
											129.20
SEPT_2020	09/21	CITYWATERW	CITY WATERWORKS	01-5401-578-0	00002554	PARKS WATER		1.00	41.37		41.37
											41.37
909050	09/21	CMS UNIF	CMS UNIFORMS INC.	01-5015-481-0	00002555	SO UNIFORMS		1.00	248.90		248.90
											248.90
58244	09/21	CROWN TRO	CROWN TROPHY OF LOUISVILLE	01-8099-585-W	00002557	MEMORIAL PLATE		1.00	14.00		14.00
											14.00
14238	09/21	DAUGHERTY'S	DAUGHERTY'S BODY SHOP	01-5140-443-0	00002558	MED 3 BRAKES		1.00	612.73		612.73
											612.73

**Invoices Register - Detail**  
**SPENCER COUNTY FISCAL COURT**  
 September 2020 Invoices  
 General Fund  
 From: 07/01/2020 To: 06/30/2021

Invoice	Date	Vendor Code	Vendor Name	Account	PO No.	Voucher	Chlm Description	Img	Units	Price Paid	Date	Amount
B19856	09/21	DEERE	JOHN DEERE FINANCIAL	01-5401-406-0	00002559		PARKS SUPPLIES		1.00	89.98		89.98
382338	09/21	DUPLICATOR	DUPLICATOR SALES & SERVICE INC	01-5070-445-0	00002560		ZONING COMP SERVER		1.00	66.27		66.27
16731	09/21	EMSCONSULT	EMSCONSULTANTS LTD.	01-5140-550-0	00002561		ENS BILLING CONTRACT		1.00	1,146.16		1,146.16
016389308	09/21	GALLS	GALLS INC.	01-5015-445-0	00002562		BARRIER TAPE		1.00	135.91		135.91
44518	09/21	GRBROS	GREENWELL BROTHERS INC.	01-5070-578-0	00002563		P&Z PROPANE		1.00	45.19		45.19
28	09/21	HCDAR	HARDIN COUNTY DEAD ANIMAL REMOVAL	01-5205-403-0	00002564		DEAD ANIMAL REMOVAL		1.00	2,495.00		2,495.00
SEPT2020	09/21	HOMEPHARM	HOMETOWN PHARMACY	01-5140-550-0	00002382		Medical Supplies		1.00	600.00		600.00
SEPT2020	09/21	HOMEPHARM	HOMETOWN PHARMACY	01-5140-550-0	00002446		Medications		1.00	703.00		703.00
SEPT_2020	09/21	KJONES	KENNETH S. JONES	01-9100-382-0	00002566		BACKGROUND CHECK-JAIL		1.00	27.50		27.50
SEPT_2020	09/21	KJONES	KENNETH S. JONES	01-9100-382-0	00002566		BACKGROUND CHECK-JAIL		1.00	27.50		27.50
SEPT_2020	09/21	KJONES	KENNETH S. JONES	01-9100-382-0	00002566		BACKGROUND CHECK-P&Z		1.00	55.00		55.00
SEPT2020	09/21	KYUTIL	KENTUCKY UTILITIES	01-5085-578-0	00002567		MAINT ELECTRIC		1.00	216.17		216.17
SEPT2020	09/21	KYUTIL	KENTUCKY UTILITIES	01-5065-737-0	00002567		ELECTION STORAGE		1.00	216.18		216.18
SEPT2020_SO	09/21	KYUTIL	KENTUCKY UTILITIES	01-5015-578-0	00002572		SO ELECTRIC		1.00	92.81		92.81
SEPT2020_ANN	09/21	KYUTIL	KENTUCKY UTILITIES	01-5086-578-0	00002568		ANNEX ELECTRIC		1.00	603.48		603.48
SEPT2020_ATT	09/21	KYUTIL	KENTUCKY UTILITIES	01-5005-578-0	00002569		ATTORNEY ELECTRIC		1.00	130.84		130.84
SEPT_2020	09/21	KYUTIL	KENTUCKY UTILITIES	01-5070-578-0	00002573		P&Z ELECTRIC		1.00	646.96		646.96
SEPT_2020	09/21	KYUTIL	KENTUCKY UTILITIES	01-5047-578-0	00002573		OCCUP TAX ELECTRIC		1.00	71.88		71.88
SEPT2020_CTH	09/21	KYUTIL	KENTUCKY UTILITIES	01-5080-578-0	00002570		CTHSE ELECTRIC		1.00	732.89		732.89
SEPT_2020SO	09/21	KYUTIL	KENTUCKY UTILITIES	01-5015-578-0	00002574		SO ELECTRIC		1.00	218.69		218.69
SEPT2020_ELE	09/21	KYUTIL	KENTUCKY UTILITIES	01-5080-578-0	00002571		ELEVATOR ELECTRIC		1.00	1,084.63		1,084.63
												4,014.53

**Invoices Register - Detail**  
**SPENCER COUNTY FISCAL COURT**  
 September 2020 Invoices  
 General Fund  
 From: 07/01/2020 To: 06/30/2021

Invoice	Date	Vendor Code	Vendor Name	Account	PO No.	Voucher	Claim Description	Ing	Units	Price Paid	Date	Amount
29837	09/21	L&W EE	L & W EMERGENCY EQUIPMENT	01-5015-751-0	00002575		MAG MIC CLIP	1.00	1.00	119.85		119.85
												119.85
SEPT2020	09/21	MAGNET	SPENCER MAGNET	01-5080-302-0	00002576		FINANCIAL STATEMENT	1.00	1.00	75.50		75.50
SEPT2020	09/21	MAGNET	SPENCER MAGNET	01-5070-302-0	00002576		P&Z ADS	1.00	1.00	652.41		652.41
												727.91
SEPT2020	09/21	MAGNOLIA	MAGNOLIA BANK	01-7700-699-A	00002577		AMB PAYMENT	1.00	1.00	2,523.45		2,523.45
SEPT2020	09/21	MAGNOLIA	MAGNOLIA	01-7700-699-0	00002577		AMB PAYMENT	1.00	1.00	2,533.65		2,533.65
SEPT2020	09/21	MAGNOLIA	MAGNOLIA	01-7700-699-1	00002577		LAND PAYMENT	1.00	1.00	1,811.71		1,811.71
												6,868.81
177072	09/21	QUADMED	QUADMED INC.	01-5140-550-0	00002526		Medical Supplies	1.00	1.00	392.45		392.45
9994830	09/21	QUILL	QUILL CORPORATION	01-5001-445-0	00002579		KEY BOX	1.00	1.00	35.99		35.99
9994830	09/21	QUILL	QUILL CORPORATION	01-5401-578-0			key tag	1.00	1.00	8.99		8.99
												44.98
SEPT_2020	09/21	SRECC	SALT RIVER ELECTRIC	01-5401-578-0	00002581		PARK ELECTRIC	1.00	1.00	134.31		134.31
												134.31
19221	09/21	T.I.E.S./B	T.I.E.S./BORDEN HORTUARY SERVICE	01-5020-445-0	00002584		BLACK CORONER BAG	1.00	1.00	175.00		175.00
SEPT_2020	09/21	TELECOM	TELECOM AUDIT GROUP	01-5080-578-0	00002585		UTILITIES AUDIT FEE	1.00	1.00	844.20		844.20
												844.20
SEPT_2020	09/21	TIMEWARNER	TIMEWARNER TIME WARNER CABLE	01-5015-578-0	00002587		SO PHONES	1.00	1.00	214.30		214.30
SEPT2020	09/21	TIMEWARNER	TIMEWARNER	01-5015-578-0	00002586		SO INTERNET	1.00	1.00	34.11		34.11
												248.41
842914915	09/21	TRW	THOMSON REUTERS-WEST	01-5015-446-0	00002588		SO LEADS PROGRAM	1.00	1.00	160.58		160.58
												160.58



**Invoices Register - Detail**  
**SPENCER COUNTY FISCAL COURT**  
 September 2020 Invoices  
 General/Fund  
 From: 07/01/2020 To: 06/30/2021

Invoice	Date	Vendor Code	Vendor Name	Account	PO No.	Voucher	Claim Description	Img	Units	Price Paid	Date	Amount
SEPT2020	09/21	UNIFIRST	UNIFIRST CORP	01-5140-578-0	00002589		EMS CUSTODIAL SUPPLIES		1.00	263.66		263.66
SEPT2020	09/21	UNIFIRST	UNIFIRST	01-5015-578-0	00002589		SO CUST SUPPLIES		1.00	481.04		481.04
SEPT2020	09/21	UNIFIRST	UNIFIRST	01-5070-578-0	00002589		P&Z CUST SUPPLIES		1.00	176.55		176.55
SEPT2020	09/21	UNIFIRST	UNIFIRST	01-5086-578-0	00002589		A/INEX CUST SUPPLIES		1.00	534.98		534.98
SEPT2020	09/21	UNIFIRST	UNIFIRST	01-5401-578-0	00002589		PARKS CUST SUPPLIES		1.00	459.14		459.14
SEPT2020	09/21	UNIFIRST	UNIFIRST	01-5080-721-0	00002589		MAINT CUST SUPPLIES		1.00	386.05		386.05
SEPT2020	09/21	UNIFIRST	UNIFIRST	01-5205-578-0	00002589		K9 CUST SUPPLIES		1.00	101.05		101.05
SEPT2020	09/21	UNIFIRST	UNIFIRST	01-5217-578-0	00002589		RECYCLING CUST SUPPLIES		1.00	405.29		405.29
SEPT2020	09/21	UNIFIRST	UNIFIRST	01-5080-578-0	00002589		CTHSE CUST SUPPLIES		1.00	471.08		471.08
SEPT2020	09/21	UNIFIRST	UNIFIRST	01-5030-578-0	00002589		PVA CUST SUPPLIES		1.00	59.28		59.28
SEPT2020	09/21	UNIFIRST	UNIFIRST	01-5001-445-0	00002589		JUDGE CUST SUPPLIES		1.00	142.62		142.62
66 Invoice Items Listed											3,480.74	
25,664.89												

**Invoices Register - Detail**  
**SPENCER COUNTY FISCAL COURT**  
 September 2020 Invoices  
 RoadFund  
 From: 07/01/2020 To: 06/30/2021

Invoice	Date	Vendor Code	Vendor Name	Account	PO No.	Voucher	Claim Description	Qty	Units	Price Paid	Date	Amount
SEPT2020	09/21	CINTAS	CINTAS CORPORATION	02-6105-447-0	00002553		FIRST AID SUPPLIES-5017840110	1.00	1.00	96.48		96.48
SEPT2020	09/21	CINTAS	CINTAS CORPORATION	02-6105-447-0	00002553		FIRST AID SUPP. 5018463784	1.00	1.00	40.77		40.77
SEPT2020	09/21	CINTAS	CINTAS CORPORATION	02-6105-447-0	00002553		FIRST AID SUPP. 5025734065	1.00	1.00	48.37		48.37
SEPT2020	09/21	CINTAS	CINTAS CORPORATION	02-6105-447-0	00002553		FIRST AID SUPP. 503046636	1.00	1.00	75.13		75.13
												260.75
M843761	09/21	CORE&MAIN	CORE & MAIN LP	02-6105-546-0	00002556		BEECH PIPE	1.00	1.00	765.40		765.40
												765.40
SEPT2020	09/21	JCHESSER	JIMMY CHESSER	02-6105-445-0	00002565		MED.EXAM REIMB. JCHESSER	1.00	1.00	40.00		40.00
												40.00
0074724-IN	09/21	MCPC	MIDWEST CONSTRUCTION PRODUCTS	02-6105-409-F	00002578		GEORFORCE FABRIC-FEMA	1.00	1.00	745.00		745.00
												745.00
SEPT2020	09/21	SAF-TI-CO	SAF-TI-CO INC.	02-6105-469-0	00002580		RD SIGNS-373517-50	1.00	1.00	100.45		100.45
SEPT2020	09/21	SAF-TI-CO	SAF-TI-CO INC.	02-6105-469-0	00002580		RD SIGNS- 373523-50	1.00	1.00	149.25		149.25
SEPT2020	09/21	SAF-TI-CO	SAF-TI-CO INC.	02-6105-469-0	00002580		RD SIGNS- 373343-50	1.00	1.00	168.00		168.00
SEPT2020	09/21	SAF-TI-CO	SAF-TI-CO INC.	02-6105-469-0	00002580		RD SIGNS- 373405-50	1.00	1.00	127.50		127.50
SEPT2020	09/21	SAF-TI-CO	SAF-TI-CO INC.	02-6105-469-0	00002580		RD SIGNS- 373344-50	1.00	1.00	222.00		222.00
												767.20
102002885	09/21	SRMCONCRETE	SRMCONCRETE SRM CONCRETE	02-6105-546-0	00002583		FEMA BLOCK	1.00	1.00	600.00		600.00
1020028540	09/21	SRMCONCRETE	SRMCONCRETE	02-6105-546-0	00002582		CONCRETE AIR DUTCHMAN	1.00	1.00	876.00		876.00
												1,476.00
SEPT2020	09/21	UNIFIRST	UNIFIRST CORP	02-6105-578-0	00002589		ROAD CUST SUPPLIES	1.00	1.00	1,155.23		1,155.23
												1,155.23
												5,209.58

15 Invoice Items Listed

**ADDITIONAL INVOICES AND TRANSFERS**

**GENERAL FUND INVOICES/TRANSFERS**

Dwight Clayton	0150701910 P&Z Commission 9/17	60.00
Gordon Deapen	0150701910 P&Z Commission 9/17	60.00
Valeria Hunt	0150701910 P&Z Commission 9/17	60.00
Diana Faue	0150701910 P&Z Commission 9/17	60.00
Marsha Mudd	0150701910 P&Z Commission 9/17	60.00
Teddy Noel	0150701910 P&Z Commission 9/17	60.00
Anthony Travis	0150701910 P&Z Commission 9/17	60.00
John Dale	0150701910 P&Z Commission 9/17	60.00
Charles Ethington	0150701910 Board of Adjustment 9/10	60.00
Annelle Hoene	0150701910 Board of Adjustment 9/10	60.00
Gregory Murphy	0150701910 Board of Adjustment 9/10	60.00

Occupational Tax Refund	0150475670	157.03
Lowe's	Multiple Accounts	605.64
Auto Zone - Fiscal Court	Multiple Accounts	132.92
AutoZone – Road Dept	Multiple Accounts	2,010.98
Taylorsville Hardware	0261054470	147.69

Transfer 65,244.10 from general fund to road fund. FEMA #11 DR4361  
 Transfer \$27,059.04 from general fund to road fun. FEMA #10 DR4361  
 Transfer \$447,105.84 from Federal grants to general fund. C154-01 COVID/CARES  
 Transfer \$78,000 to 0191007410 from 018997160 – Reimb to PVA and Fire CARES  
 Transfer \$600 to 0150705670 from 0150704450  
 Transfer \$200.00 to 0150154460 from 0150154450  
 Transfer \$30,000.00 to 0150157230 from 0150151030  
 Transfer \$10,000.00 to 0261055480 from 0291005210

**ROAD FUND INVOICES/TRANSFERS**

Transfer \$27,000 to 0261055480 from 0291005210

**JAIL FUND INVOICES/TRANSFERS**

Transfer \$1000.00 to 0351015920 from 0351013140

<u>Cash Balances:</u>	<u>General Fund</u>	<u>Road Fund</u>	<u>Jail Fund</u>
5/31/2019	\$1,082,307.77	\$979,663.86	\$78,477.75
6/30/2019	\$840,868.83	\$432,351.20	\$48,495.62
7/31/2019	\$870,272.96	\$736,359.80	\$96,865.42
8/31/2019	\$729,198.86	\$1,724,556.19	\$22,408.10
11/30/2019	\$1087918.26	\$1,669,651.00	\$17,478.18
12/31/2019	\$1085809.88	\$1624579.86	\$43118.69
1/29/2020	\$1212562.98	\$1465840.80	\$46053.84
2/26/2020	\$1205655.33	\$1656610.69	\$64185.78
4/1/2020	\$1154822.45	\$1665593.70	\$18229.98
4/29/2020	\$1004230.57	\$1526505.15	\$61059.97
5/28/2020	\$1016262.96	\$1549574.92	\$49627.40
6/26/2020	\$264,278.70	\$1004999.62	\$38307.18
7/15/2020	\$326,112.15 (-grants,payrolls,debts)	\$972,819.46 (-FEMA, Hochstrasser, surrendered bonds, payroll)	\$35,894.63(-payroll,housings)
7/31/2020	\$372,679.04	\$1498564.87	\$84154.67
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

7/20/2020

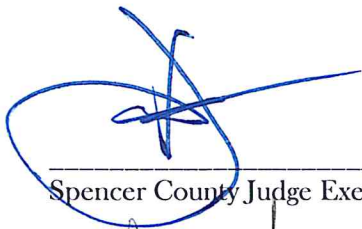
- Motion made by Esq. Travis, seconded by Esq. Brewer, with all members of the Court present voting “aye” by roll call vote, it is hereby ordered to approve all expenditures, purchases, invoices and transfers.

The Judge wanted it noted that the August financial statement was in the packet and if they had questions they were to get with Brittany or Doug. The Judge wanted to know if there was anything else the Court needed to address. Esq. J. Moody said that he had a couple questions; He asked if he could tell the Sheriff

that as long as he is paying for the cars, out of the Sheriff's money, he did not need Fiscal Court approval. He asked if that was correct and the Judge replied that it was. Esq. J. Moody asked if the Road department needed fiscal court approval to buy, and the Judge interjected, yes, they did. Esq. J. Moody said that he had two people ask him why the County was mowing the grass at the boat dock on West River Road and the Judge replied that they were obligated to do that by contract when that was established. Esq. J. Moody said that there still was a sewer smell by the dam by Taylorsville Lake and he thought that it was coming from Edgewater. The Judge replied that he would get ahold of Harold Compton with the City and that he did not believe the smell was coming from Edgewater but he would get with Harold because the City services all that sewer for Edgewater. The Judge said they could use the process of elimination and he wondered if the smell was coming from the bathroom by the dam.

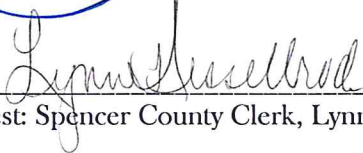
The Judge wanted it noted that the Treasurer, Doug Williams, was in the meeting with him, and he wanted the minutes to reflect that. The Treasurer asked a question and the Judge said that Esq. J. Moody might be able to answer it; the vehicles that they just surplused, was the Sheriff currently using any of those vehicles? Esq. J. Moody replied that yes, the Sheriff was using them, but he wanted to go ahead and get rid of them right away, and he had talked to Brittany about it and she said that would be fine. The Judge replied that now that they had surplused those, he believed that they were going to have to have the Sheriff give those up so that they could get them sold. The Judge said the other important thing was their meetings; he felt certain, he didn't like the online meetings more than anybody else, he presumed one of them was going to make a motion to go back to the ZOOM platform for their meetings, he was not sure that was going to help them, but, he would entertain that motion. Esq. Travis said that he and Esq. Brewer had been attending meetings at City Hall in person and as long as they wore a mask and sat 6 feet apart, they had not problems. Esq. Beaverson remarked that he would not wear a mask. The Clerk asked if she would have the option of attending remotely if she chose and said that she was not given that option when they had their last in person meeting. The Judge said that he would not be in favor of a hybrid meeting and have some attend live in person and some remotely. He was not in favor of that at all. Esq. Brewer asked that the Judge ascertain the maximum number of people the room would hold in order to do safe social distancing. Esq. J. Moody asked who was going to enforce the safe social distancing. The Judge said that he didn't think that it would be a problem, but there could be an issue if a crowd of people want to come in to address the Court. He said that they would not be able to restrict it, so, they might have to change the venue to accommodate that. But the problem is, we can go from one meeting to the next. Generally, people do not attend the meetings, so for the handful of people that do, he thought that they could accommodate them. But if a gang of people decided that there are going to attend the Fiscal Court meeting, they could, he believed, try to livestream the meetings, which he thought would be a help. Esq. Travis said that he thought that they could keep people from coming in the meeting if the Sheriff's department would be there and Chris Limpp would be there taking temperature checks and all that. There are only so many people that's allowed in that room that the Sheriff's office could stop people from coming in that meeting. The Judge said that he thought Ken Jones was there, and there was no need to unmute Ken Jones, and he believed that they would have to look into that. If that would be problematic, restricting access to a public meeting. Esq. J. Moody said at the last public meeting, the last one he attended, they did all that, and the EMS Director brought all his buddies in there, and they crammed in there and they didn't have masks on and they were almost hugging each other, and the Sheriff was there, the EMS Director was there, and they were supposed to be in charge of all this, and nobody did a dang thing. Esq. J. Moody said that he recommended, he made a motion to run an ad for a new EMS Director. The Judge called his motion out of order because they were currently dealing with a motion. Not only that, the Judge thought it was absurd. Esq. J. Moody said that it wasn't absurd, it was his opinion. Esq. Travis remarked that they had a motion on the floor. Judge Riley said it could be problematic if they tried to restrict access to a public meeting. Esq. M. Moody said that he had a question, and was given permission to speak. He said that the CDC guidelines were going to say everybody needs to wear a mask and asked if that was correct, and the Judge said that was correct. Esq. M. Moody replied that there was already one Court member who had said that there was no way he was going to wear a mask in there., so he recommended that they continue with the remote meetings, but change back to ZOOM. He said this platform was terrible, and that they never had this much problems before.

- Motion made by Esq. Travis, seconded by Esq. Beaverson, to go back to in person meetings using CDC guidelines. "Ayes" were Esq. Travis, Esq. Beaverson and Judge Riley. "nays" were Esq. J. Moody, Esq. Brewer and Esq. M. Moody. Motion fails.
- Motion made by Esq. M. Moody, seconded by Esq. Travis, with all members of the Court present voting "aye" by roll call vote, it is hereby ordered to return to the ZOOM platform for Fiscal Court meetings.
- Motion made by Esq. Travis, seconded by Esq. Beaverson, with all members of the Court present voting "aye" by voice vote, it is hereby ordered to adjourn this meeting at 8:38 pm.



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Spencer County Judge Executive, John Riley



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Attest: Spencer County Clerk, Lynn Hesselbrock

10-6-20

\_\_\_\_\_  
Date

10-7-2020

\_\_\_\_\_  
Date

