

SPENCER COUNTY FISCAL COURT

Monday, July 6, 2015

Fiscal Court Meeting Room
28 East Main Street

9:00am

Meeting Agenda

- A. Opening Prayer
- B. Pledge of Allegiance to the U.S. Flag and the Kentucky state flag
- C. Call to Order by the County Judge Executive
- D. Roll Call by the County Clerk
- E. Approval of Minutes from Prior Court Meetings
- F. Communications from Citizens, *** 3 minute limit ***
 - 1. Sherrie Coulter, park request
- G. Communications from County Judge Executive
 - 1. Hal Goode, KAED
 - 2. fire-resistant filing cabinets
 - 3. Shelby County Humane donation of K9 play yard
 - 4. Workforce development agreement
- H. Communications/reports from Members, Other Offices, and Committees
 - 1. Solid waste report
 - 2. Scenic byways program
 - 3. Animal control software package
- I. Old Business
 - 1. committees
 - 2. Levee commission expenditures
- J. New Business
 - 1. Review and Approval of Expenditures, Purchases, Invoices, and Transfers
 - 2. Zoning readings and recommendations
 - 3. Cedar Springs subdivision roads, proposed Ordinance 1 (2016series)
 - 4. North Central District Health Department business agreement and service contract
 - 5. Executive Session – personnel [KRS 61.810(1)(f) and 61.815]

K. Adjournment

ANNOUNCEMENTS, COMMUNITY EVENTS and TRAINING OPPORTUNITIES

KACo Leadership Institute

July 7 - County HR, Admin Codes & Policies, in Frankfort Ky
July 16 – Ky Planning & Zoning for Counties, in Morehead Ky
July 22 – Legislative Process & County Issues, in London Ky
July 23 – Protecting Your County, in London Ky
July 28 – Ky Transportation for County Officials, in Cave City Ky

Priority 1 classes

July 10 – Parliamentary Procedure, in Lake Barkley Ky
July 17 – Parliamentary Procedure, in Lebanon Ky
July 27 – Parliamentary Procedure, at Jenny Wiley

KCJEA/KMCA Summer Conference
Galt House, Louisville Ky
June 17 – 19, 2015

Governor's Local Issued Conference
Galt House East, Louisville Ky
August 26 – 28, 2015

More DLG-approved training opportunities available at <http://kydlgweb.ky.gov/>

SPENCER COUNTY FISCAL COURT
MONDAY, JULY 6, 2015
FISCAL COURT MEETING ROOM
28 EAST MAIN STREET
9:00 AM

A. OPENING PRAYER

Esq. Judd led the Court in prayer before the call to order.

B. PLEDGE OF ALLEGIANCE TO THE U. S. FLAG AND THE KENTUCKY STATE FLAG

C. CALL TO ORDER BY COUNTY JUDGE EXECUTIVE- JOHN RILEY

D. ROLL CALL BY SPENCER COUNTY CLERK- LYNN HESSELBROCK- ALL PRESENT

E. APPROVAL OF MINUTES FROM PREVIOUS MEETING

- On the motion of Esq. Bayers, seconded by Esq. Goodlett, with all members of the Court present voting "aye", except Esq. Judd, who passed, it is hereby ordered to approve the minutes from the June 15th, 2015 Fiscal Court meeting with corrections being made .
- On the motion of Esq. Goodlett, seconded by Esq. Williams, with all members of the Court present voting "aye", it is hereby ordered to approve the minutes from the June 24, 2015 special Fiscal Court meeting.

F. COMMUNICATIONS FROM CITIZENS *3 MINUTE LIMIT*****

1. Sherrie Coulter- park request.

Ms. Coulter came before the Court to ask for the use of Ray Jewell Park for a baseball tournament to be held on September 26 and 27. She informed the Court that she had been denied permission from Mr. Steven Hume, who is the President of the Baseball Association. Discussion ensued about the benefits of holding the tournament, and Ms. Coulter said that the organizers of the tournament were willing to pay for the use of the concession stand. The County Judge stated that he believed that the group would be able to use the park and concession stand.

2. Mr. Bob Moore came before the Court to ask that the Court to have directional signs placed at the "Y" at the end of Elk Creek Road where it splits into Wilsonville Road. He informed the Court that cars were turning around in his driveway and tearing up the asphalt. Esq. Bayers and Esq. Williams will take care of the issue.

G. COMMUNICATIONS FROM THE COUNTY JUDGE EXECUTIVE

1. The Judge introduced Mr. Hal Goode, President/CEO of the Kentucky Association of Economic Development. Mr. Goode was also a magistrate from Washington County Ky. Mr. Goode spoke to Court about the benefits KAED could offer Spencer County as far as economic development. He spoke about sharing resources which would be more effective to promote economic development in Spencer County. He said that KAED was a non-profit organization with over 600 members statewide that worked with different groups to promote economic development. He said that there was a group available to do a strategic plan for economic growth for Spencer County. Discussion ensued regarding economic development and Mr. Goode invited the Court to attend a conference on July 30th.

2. Fire resistant filing cabinets.
The Judge stated that several offices in the County were in need of fire resistant file cabinets. He said that he had priced them with several sources, and the best price was from a person on Craig's List in New Albany, Indiana (the address was actually in Louisville, Ky) It was an auto credit company and they had 6, four drawer cabinets at a cost of \$600.00 each, if all 6 were purchased.
Discussion ensued concerning the cabinets.
 - On the motion of Esq. Rogers, seconded by Eq. Goodlett, with all members of the Court present voting "aye", it is hereby ordered for Esq. Judd and Rogers to travel to Louisville, Ky. and inspect the fire resistant file cabinets, and upon Esq. Judd's approval, authorize payment of up to \$600.00 for each cabinet and up to \$ \$450.00 for delivery of the cabinets to Spencer County.
3. Shelby County Humane Society donation of K9 play yard.
The Shelby County Humane Society has donated a 40X40 chain link fenced play yard to the Spencer County Animal Control Office. The Judge commented that Ms. Paula Sparrow had solicited donations for the Animal Shelter as well as Kim and Joe Abbott, who had solicited donations for school and canine supplies.
4. Workforce Development agreement.
The Judge informed the Court that he had already entered into an agreement with the Greater Louisville Workforce Development Board at a meeting he had attended and wanted the Court's approval of him doing so. It was noted that there was some concern from KIPDA about not having representation on the Board. The Judge also said that through this meeting he was put in contact with Mr. Kent Oiler, who is the head of Greater Louisville, Inc.
 - On the motion of Esq. Rogers, seconded by Esq. Judd, with all members of the Court present voting "aye", except Judge Riley, who abstained, it is hereby ordered to authorize Judge Riley to enter into an interlocal agreement and contract with the Greater Louisville Workforce Development Board.

H. COMMUNICATIONS/REPORTS FROM MEMBERS, OTHER OFFICES, AND COMMITTEES

1. Solid Waste Committee.
Esq. Judd gave the Solid waste report.

1. The two recycling Trailers were delivered by National Trailers Tuesday, 6/30/15.
2. The John Deere Skid Steer was delivered by Louisville Tractor Wednesday, 07/01/15
3. We got our \$4000 Ky. Pride waste Tire funding for fall, 2015, and Spring, 2016
4. Discussion with Brian J. DePeel has been started to try to set up a Household Hazardous Waste Collection Event later this year.
5. We have until July 15, 2015, to turn in our final report on the 2014/2015 Waste Tire Grant expenses or we send back undocumented amount.
6. We will have our Summer Roadside litter Abatement event, with non-profit groups having the last week of July to come in and be assigned a Road(s) and get the supplies for the pickup.
- 7.

Esq. Judd explained the Solid Waste Advisory Board had met on June 24th at 3:00 pm. He handed out minutes from the meeting. Esq. Judd went on to explain that the Road Foreman had not disposed of all the tires from the earlier Tire Amnesty program, and that he needed to do this or the County would have to return the grant money. Esq. Judd also passed out information about household hazardous waste programs.

Minutes of the Solid Waste Advisory Board of the June 24, 2015 Meeting

Called to order at 3:00 p. m., Wednesday, June 24, in the Fiscal Court Meeting Room at 28 East Main St., Taylorsville, Ky. Attending were Judge John Riley, Recycling Supervisor Karen Spencer, Lynn McIntosh, Member at Large, and Curtis Ochs Jr., Spencer County Solid Waste Coordinator.

The Meeting started with a review of the past three Months activities relating to Trash and Recycling. Our Spring Tire Amnesty was a success, with good turnout. The Spring Roadside Litter Abatement had more non-profit groups than normal, with over 700 bags of litter collected. We were Granted through Kentucky Pride money to add a "event" Recycling Trailer, and a Trailer designed for hauling Cardboard, and a John Deere 318 Skid Steer unit to end the need to share with the Parks Dept. one Skid-Steer, also a J.D. to make maintenance and parts more simple.

We also were very pleased with the cooperation we got in working with Wayne Sweasy to help him with his bottom drainage, and diverting water away from our Recycling Center during Storms. We also discussed the increasing need to have cover for our Cardboard bales and also all the E-Scrap we collect, due to the chances of lead leaking from the different items.

The discussion altered to the reasons for additional equipment and the ability to increase our ability to gather and store the various material handled. We are facing lighter bottles and cans, and a decreasing need for old newspaper, and a demand from the market for cleaner Cardboard. All of the above means increasing volume to offset lighter weights and lower prices.

In the same manner, discussion was held about double checking our E-Scrap bids to make sure we are getting a fair shake on prices. To be checked by next Board meeting.

The Board has had several debates over the method to use to have a Household Hazardous Waste Event to give our citizens a free way to get rid of problem items. While at the State Solid Waste Training Sessions with Hobert Judd, we were introduced to Environmental Enterprises, Inc. as represented by the Director, Brian J. DePeel. He made a presentation that to Hobert and I that seemed to be a probable answer to our biggest worry, that being Liability. He indicated that from start to finish, He and his Crews would be in total control, including Liability. It was decided to bring the proposal to Fiscal Court and seek their opinion on the proposal.

In a wrapup, it was agreed to approach the Court with a request for two citizens to fill the vacant seats on the Board.

The Board adjourned at 4:25 p.m.

Curtis Ochs Jr., Spencer County Solid Waste Coordinator

2. Scenic byways program.
Esq. Williams stated that he had received information on the program from Ms. Jane Combs. He said he was not prepared to move forward with the matter at this time. Esq. Williams said that Ms. Combs would come to Fiscal Court to discuss the program, but the County Judge needed to invite her to speak. She is with the Kentucky Department of Transportation.
3. Animal Control software program.
The Judge explained that the Animal Control Officer wanted a software program to fill out reports and keep accurate figures on the animals he responded to. He would be able to use one of the County's old computers to install the program, so it would be a one time purchase. The total cost for the program was \$2210.00.
 - On the motion of Esq. Williams, seconded by Esq. Goodlett, with all members of the Court present voting "aye", it is hereby ordered to approve the purchase of the Shelter Pro animal control computer program for the price of \$2210.00.
4. Lists of committees.
The Judge stated that the monthly stipend that the magistrates receive is not for expenses, but rather for their work on committees. There was a list of committee members handed out to the Court. The Judge encouraged the magistrates to become active in their assigned committees.
5. Performing marriages.
The Judge commented that he had chosen not to perform marriages prior to the Supreme Court ruling which allows for same sex couples to be married in Kentucky. He cautioned the Magistrates that they needed to be careful if they chose to perform marriages in the future, and they could not be selective.
6. LEPC
The Judge commented that the Local Emergency Planning Committee had met and voted to move forward with using the P-25 radio system for the Sheriff and for EMS. He said that he had spoken with the Sheriff and he was satisfied with the decision. He said that there was a grant available and the paperwork was due in by Friday. The Judge stated that he needed a resolution to move forward with the grant process. He said that the Sheriff's and EMS radios were not compatible with other County services.



SPENCER COUNTY FISCAL COURT

Spencer County "A Great Place to Live, Work and Play"
P. O. Box 397 - Taylorsville, KY 40071 - (502) 477-3205
www.spencercountyky.gov



County Judge Executive John Riley
Magistrate Jim J. Williams, District 1
Magistrate Hobert Judd, District 2

Spencer County, Kentucky
Resolution No. 1
Fiscal Year 2016 Series

Magistrate Brian Bayers, District 3
Magistrate Collis Rogers, District 4
Magistrate David Goodlett, District 5







A Resolution of the County of Spencer, Commonwealth of Kentucky Authorizing the Judge/Executive to Make Application For And, Upon Approval, to Enter into an Agreement With the Kentucky Office of Homeland Security (KOHS), To Execute Any Documents Which Are Deemed Necessary By KOHS to Facilitate and Administer the Project and to Act as the Authorized Correspondent for this Project. This Resolution Also Establishes Procurement Policy for any KOHS-Approved Project for the FY2015 Application Cycle.

Whereas, Spencer County, Kentucky desires to make an application for United States Department of Homeland Security and/or Commonwealth of Kentucky funds for a project to be administered by the Kentucky Office of Homeland Security; and

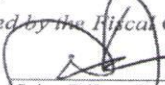
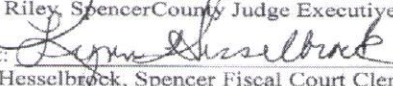
Whereas, it is recognized that an application for and approval of Kentucky Office of Homeland Security funds impose certain obligations and responsibilities upon the County;

Now Therefore, Be It Resolved by the Fiscal Court of Spencer County, Commonwealth of Kentucky that the County Judge/Executive is hereby authorized to execute and furnish all required documentation, including a memorandum of agreement, as may be required by KOHS for the furtherance of the above-referenced project and to act as the authorized correspondent for said project. For the purpose of any KOHS-funded projects using FY2015 funds, the County will use the provisions of KRS 45A for the purchase of equipment and/or services. For any equipment and/or services under \$20,000, three (3) quotes will be obtained. For any equipment and/or services that exceeds \$20,000 the provisions of KRS 45A will apply.

Vote taken on said Resolution, results being as follows:

<u>AYES</u>	<u>NAYS</u>
 JOHN RILEY County Judge	_____
 BRIAN BAYERS/Magistrate	_____
 Collis Rogers (Magistrate)	_____
 David E. Goodlett (Magistrate)	_____
 Jim J. Williams (Magistrate)	_____
 Hobert H. Judd (Magistrate)	_____

So Resolved by the Fiscal Court of Spencer County on July 6, 2015


John Riley, Spencer County Judge Executive
Attest: 
Lynn Hesselbrock, Spencer Fiscal Court Clerk

7. Proposal from Mr. Jim Travis for mold and repair work at the Planning and Zoning Building.
Mr. Travis had submitted a proposal to remove the cabinets and replace the drywall. The proposal for this work was \$950.00. Mr. Travis also offered a proposal to repaint the complete interior of the Planning and Zoning offices, including the Fiscal Court room. This proposal was for \$4750.00.

- On the motion of Esq. Judd, seconded by Esq. Bayers, with all members of the Court present voting “aye”, it is hereby ordered to approve the proposal from Mr. Jim Travis to remove the cabinets and replace the drywall in the Planning and Zoning office.
- On the motion of Esq. Bayers, seconded by Esq. Rogers, with all members of the Court present voting “aye”, it is hereby ordered to approve the proposal from Mr. Jim Travis to repaint the entire Planning and Zoning office, including the Fiscal Court meeting room.

8. County Clerk technology grant

The County Clerk addressed the Court to state that she had initially agreed to fee pool upon appointment by the previous County Judge Executive, Mr. Bill Karrer. She stated that the Court had an understanding that the funds generated by the additional one dollar (\$1) per registration for the County Clerk’s Revenue Supplement Fund were a separate line item, and that the funds were to be used at the discretion of the Clerk with the Fiscal Court’s approval. She stated that there were problems with the way payroll was handled, and this affected her office. She was not comfortable with the Treasurer handling the payroll process for her employees. Discussion ensued about the need to update the Administrative Code to address some issues, such as sick time being paid out after the employee left employment, but Esq. Bayers noted that this restriction was already addressed in the Administrative Code, it had not been followed. The Clerk stated that if the Court would not adhere to the previous agreement on the use of the technology funds, she would seek to end fee pooling. The Judge asked for patience and repeated the need to update the Administrative Code. The Judge also stated that the former County Judge had authorized the payment of sick time to employees who had left their jobs. No action taken.

I. OLD BUSINESS

1. Levee commission expenditures.
Esq. Williams discussed some of the levee’s expenses. The judge asked Esq. Williams to keep the Court updated on the levee’s progress.

J. NEW BUSINESS

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

SPENCER COUNTY
F20 PG585

07/02/15
10:00AM

Spencer County Fiscal Court
Open Invoice Report
As of July 02, 2015

Page 1 of 7

General Fund

Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
Vendor: AIRGAS		Airgas Inc.					
9040265146	07/06/15	01514055500 ems oxygen	07/06/15	103.16	.00	.00	103.16
9040500164	07/06/15	01514055500 ems oxygen	07/06/15	159.91	.00	.00	159.91
9040734080	07/06/15	01514055500 ems oxygen	07/06/15	66.87	.00	.00	66.87
Vendor Total: AIRGAS				329.94	.00	.00	329.94
Vendor: ALLDATA		AllData					
1001430989	07/06/15	0150807210 veh repair data svc	07/06/15	125.00	.00	.00	125.00
Vendor Total: ALLDATA				125.00	.00	.00	125.00
Vendor: AT&T		A T & T					
7/6anim	07/06/15	0152055780 anim ctrl phone	07/06/15	38.98	.00	.00	38.98
7/6annex	07/06/15	0150855780 annex phones	07/06/15	2,090.62	.00	.00	2,090.62
7/6annex	07/06/15	0150865780 annex video lines	07/06/15	104.40	.00	.00	104.40
7/6atty	07/06/15	0150055780 co atty phone/net	07/06/15	194.47	.00	.00	194.47
7/6bdgins	07/06/15	0151154450 bdginsp phone	07/06/15	21.01	.00	.00	21.01
7/6clerk	07/06/15	0150105730 clerk phones	07/06/15	437.08	.00	.00	437.08
7/6coroner	07/06/15	0150204450 coroner internet	07/06/15	53.79	.00	.00	53.79
7/6cthsse	07/06/15	0150805780 misc co phones/net	07/06/15	956.71	.00	.00	956.71
7/6e911	07/06/15	0151453150 e911 equipment	07/06/15	474.61	.00	.00	474.61
7/6elevator	07/06/15	0150803520 elevator phone	07/06/15	156.42	.00	.00	156.42
7/6ems	07/06/15	0151405780 ems phones	07/06/15	60.37	.00	.00	60.37
7/6ems	07/06/15	0151405780 ems uverse	07/06/15	49.85	.00	.00	49.85
7/6maint	07/06/15	0150855780 mainten phone	07/06/15	102.66	.00	.00	102.66
7/6occtax	07/06/15	0150475780 occtax phone/net	07/06/15	150.56	.00	.00	150.56
7/6parks	07/06/15	0154015780 parks phones	07/06/15	59.85	.00	.00	59.85
7/6pva	07/06/15	0150305780 pva phone	07/06/15	220.75	.00	.00	220.75
7/6recycle	07/06/15	0152175780 recycle phones	07/06/15	20.94	.00	.00	20.94
7/6sheriff	07/06/15	0150155780 sheriff phones/net	07/06/15	236.43	.00	.00	236.43
7/6survey	07/06/15	0150855780 surveyor phone	07/06/15	43.47	.00	.00	43.47
7/6zoning	07/06/15	0150705780 zoning phones/net	07/06/15	111.80	.00	.00	111.80
Vendor Total: AT&T				5,584.77	.00	.00	5,584.77
Vendor: ATTMOBILIT		AT&T Mobility					
7/6abc	07/06/15	0150504450 abc dir cellphone	07/06/15	58.36	.00	.00	58.36
7/6anim	07/06/15	0152055780 k9 office cellphone	07/06/15	58.36	.00	.00	58.36
7/6bdgins	07/06/15	0151154450 bdg insp cellphone	07/06/15	58.36	.00	.00	58.36
7/6cc	07/06/15	0150805780 misc co cellph/tabl	07/06/15	642.54	.00	.00	642.54
7/6coroner	07/06/15	0150204450 coroner cellphone	07/06/15	58.36	.00	.00	58.36
7/6ems	07/06/15	0151405780 ems cellitabliets	07/06/15	545.11	.00	.00	545.11
7/6parks	07/06/15	0154015780 parks cellphones	07/06/15	116.72	.00	.00	116.72
7/6recycle	07/06/15	0152175780 recycling cellphone	07/06/15	58.36	.00	.00	58.36
7/6sher_air	07/06/15	015015573W sher aircards	07/06/15	367.08	.00	.00	367.08
Vendor Total: ATTMOBILIT				1,963.25	.00	.00	1,963.25
Vendor: BBAYERS		Brian Bayers					
7/6reimb	07/06/15	0191005690 conf exp/mileages	07/06/15	456.39	.00	.00	456.39
Vendor Total: BBAYERS				456.39	.00	.00	456.39
Vendor: BLGRASSREC		Bluegrass Recycling Srvc Inc					
June2015	07/06/15	0152054030 carcass disposal	07/06/15	2,015.79	.00	.00	2,015.79

SPENCER COUNTY
F20 PG586

07/02/15
10:00AM

Spencer County Fiscal Court
Open Invoice Report
As of July 02, 2015

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General Fund

Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
Vendor Total: BLGRASSREC				2,015.79	.00	.00	2,015.79
Vendor: BUMPER	Bumper to Bumper						
14-92783	07/06/15	0150807210 maint veh mirror	07/06/15	46.96	.00	.00	46.96
Vendor Total: BUMPER				46.96	.00	.00	46.96
Vendor: C & H SEC	C & H Security Inc.						
39348_atty	07/06/15	0150055780 July panic alarm	07/06/15	19.99	.00	.00	19.99
39349_occtax	07/06/15	0150475780 July panic alarm	07/06/15	19.99	.00	.00	19.99
39350_cthse	07/06/15	0150805780 July panic alarm	07/06/15	19.99	.00	.00	19.99
Vendor Total: C & H SEC				59.97	.00	.00	59.97
Vendor: CAAK	Code Admin. Assoc. of KY						
Spencer15/16	07/06/15	0151154450 membership	07/06/15	25.00	.00	.00	25.00
Vendor Total: CAAK				25.00	.00	.00	25.00
Vendor: CARDINAL	Cardinal Office Products						
IN-1421763	07/06/15	0151404450 ems inkcartridg	07/06/15	51.34	.00	.00	51.34
IN-1421763	07/06/15	0152054020 k9 gloves	07/06/15	6.81	.00	.00	6.81
IN-1421763	07/06/15	0150804110 custod supplies	07/06/15	195.38	.00	.00	195.38
IN-1437955	07/06/15	0150807210 maint inkcartridg	07/06/15	28.23	.00	.00	28.23
IN-1437955	07/06/15	0151404450 ems binders	07/06/15	32.60	.00	.00	32.60
IN-1438259	07/06/15	0154014670 pks custod towels	07/06/15	50.52	.00	.00	50.52
IN-1438854	07/06/15	0152174680 recycle inkcartridg	07/06/15	70.06	.00	.00	70.06
IN-1438854	07/06/15	0150014450 judge copy paper	07/06/15	59.80	.00	.00	59.80
IN-1438854	07/06/15	0150154450 sher copypaper	07/06/15	59.80	.00	.00	59.80
Vendor Total: CARDINAL				554.64	.00	.00	554.64
Vendor: CITY	Taylorsville Waterworks						
7/6annex	07/06/15	0150865780 annex utilities	07/06/15	32.79	.00	.00	32.79
7/6cthse	07/06/15	0150805780 cthse utilities	07/06/15	51.91	.00	.00	51.91
7/6ems	07/06/15	0151405780 ems utilities	07/06/15	73.73	.00	.00	73.73
7/6occtax	07/06/15	0150475780 occtax utilities	07/06/15	22.24	.00	.00	22.24
7/6perks	07/06/15	0154015780 parks utilities	07/06/15	38.22	.00	.00	38.22
7/6recycle	07/06/15	0152175780 recycling utilities	07/06/15	24.42	.00	.00	24.42
7/6sheriff	07/06/15	0150155780 sheriff utilities	07/06/15	33.95	.00	.00	33.95
7/6zoning	07/06/15	0150705780 zoning utilities	07/06/15	33.94	.00	.00	33.94
Vendor Total: CITY				311.20	.00	.00	311.20
Vendor: CMS UNIF	CMS Uniforms Inc.						
608030	07/06/15	0151404810 ems shirt	07/06/15	24.95	.00	.00	24.95
Vendor Total: CMS UNIF				24.95	.00	.00	24.95
Vendor: CSI	Custom Solutions Inc.						
1835	07/06/15	0150153190 proptax softwr lease	07/06/15	780.00	.00	.00	780.00
1835	07/06/15	0150803380 computers lease	07/06/15	2,370.00	.00	.00	2,370.00
Vendor Total: CSI				3,150.00	.00	.00	3,150.00
Vendor: DROSE	Donna Rose Company Inc.						
6419	07/06/15	0150104450 clerk envelopes	07/06/15	213.00	.00	.00	213.00
Vendor Total: DROSE				213.00	.00	.00	213.00

SPENCER COUNTY
F20 PG587

07/02/15
10:00AM

Spencer County Fiscal Court
Open Invoice Report
As of July 02, 2015

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General Fund

Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
Vendor: DWILLIAMS		Doug Williams					
7/8reimb	07/06/15	0150404450 reimb certif mail	07/06/15	2.96	.00	.00	2.96
7/8reimb	07/06/15	0150704450 reimb certif mail	07/06/15	3.94	.00	.00	3.94
Vendor Total: DWILLIAMS				6.90	.00	.00	6.90
Vendor: FCTRANSMIS		Fern Creek Transmission					
7/8ems	07/06/15	0151404430 med2 repair	07/06/15	233.00	.00	.00	233.00
Vendor Total: FCTRANSMIS				233.00	.00	.00	233.00
Vendor: GOODYR		Goodyear Auto Service Center					
192963	07/06/15	0150155920 sher veh tires	07/06/15	591.07	.00	.00	591.07
192974	07/06/15	0150155920 sher tires	07/06/15	179.32	.00	.00	179.32
193431	07/06/15	0152174680 recycle veh tires	07/06/15	474.68	.00	.00	474.68
Vendor Total: GOODYR				1,245.07	.00	.00	1,245.07
Vendor: HAMPTONINN		Hampton Inn & Suites					
L.Hesselbrock	07/06/15	0150105760 clerk conf exp	07/06/15	381.99	.00	.00	381.99
S.Coulter	07/06/15	0150105760 clerk conf exp	07/06/15	381.99	.00	.00	381.99
Vendor Total: HAMPTONINN				763.98	.00	.00	763.98
Vendor: HARDWARE		Bennett Hardware					
7/8annex	07/06/15	0150865710 annex filter	07/06/15	2.79	.00	.00	2.79
7/8chse	07/06/15	0150805710 cthse repair pts	07/06/15	15.44	.00	.00	15.44
7/8ems	07/06/15	0151405880 ems repair pts	07/06/15	58.23	.00	.00	58.23
7/8mainten	07/06/15	0150807210 mainten bolt lube	07/06/15	11.98	.00	.00	11.98
7/8parks	07/06/15	0154014670 pks weedstring,hook	07/06/15	47.50	.00	.00	47.50
7/8recycle	07/06/15	0152174680 recycle repair pts	07/06/15	8.76	.00	.00	8.76
7/8sher	07/06/15	0150154450 sher lights	07/06/15	20.67	.00	.00	20.67
7/8srctr	07/06/15	0153055850 sr ctr bath repair	07/06/15	17.16	.00	.00	17.16
7/8zoning	07/06/15	0150704450 zoning silicone	07/06/15	4.49	.00	.00	4.49
Vendor Total: HARDWARE				187.02	.00	.00	187.02
Vendor: HARP		Harp Enterprises Inc.					
32004	07/06/15	0150657370 May electn expenses	07/06/15	9,959.76	.00	.00	9,959.76
Vendor Total: HARP				9,959.76	.00	.00	9,959.76
Vendor: HUBER		Huber Tire Inc.					
30102004	07/06/15	0151404430 ema veh tires	07/06/15	585.56	.00	.00	585.56
Vendor Total: HUBER				585.56	.00	.00	585.56
Vendor: INTERACT		InterAct 911					
MN0000001440	07/06/15	0150157030 mobileCop fee	07/06/15	1,126.70	.00	.00	1,126.70
Vendor Total: INTERACT				1,126.70	.00	.00	1,126.70
Vendor: JBENTLEY		Jonathan Bentley					
7/8reimb	07/06/15	0150155920 sher lock kit	07/06/15	28.00	.00	.00	28.00
Vendor Total: JBENTLEY				28.00	.00	.00	28.00
Vendor: JFOWLER		Jason D. Fowler					
S.Cox	07/06/15	0153105070 court-ordered fee	07/06/15	395.00	.00	.00	395.00
Vendor Total: JFOWLER				395.00	.00	.00	395.00

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General Fund

Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
Vendor: JWILLIAMS Jim J. Williams							
7/6reimb	07/06/15	0191005690 reimb conf mileage	07/06/15	118.18	.00	.00	118.18
Vendor Total: JWILLIAMS				118.18	.00	.00	118.18
Vendor: JRILEY John Riley							
7/6reimb	07/06/15	0191005690 mileage reimb	07/06/15	336.28	.00	.00	336.28
Vendor Total: JRILEY				336.28	.00	.00	336.28
Vendor: JTRAVISBLD Jim Travis Builders Inc.							
annex	07/06/15	0150865710 annex door	07/06/15	1,460.00	.00	.00	1,460.00
Vendor Total: JTRAVISBLD				1,460.00	.00	.00	1,460.00
Vendor: KACOLI KACo Leadership Institute							
J.Riley	07/06/15	0191005690 training regis-7/7	07/06/15	65.00	.00	.00	65.00
Vendor Total: KACOLI				65.00	.00	.00	65.00
Vendor: KACOUJ KACo Unemployment Insurance							
CY15440g	07/06/15	0194002080 2015/16 insur prem	07/06/15	5,634.74	.00	.00	5,634.74
Vendor Total: KACOUJ				5,634.74	.00	.00	5,634.74
Vendor: KACOWC KACo Workers Compensation Fund							
W150049g	07/06/15	0194002090 work comp ins prem	07/06/15	58,298.13	.00	.00	58,298.13
Vendor Total: KACOWC				58,298.13	.00	.00	58,298.13
Vendor: KALF KACo All Lines Fund							
K150134g	07/06/15	0191005210 2015/16 insur prem	07/06/15	73,338.66	.00	.00	73,338.66
K150514	07/06/15	0191005210 2015/16 pz insur	07/06/15	6,930.00	.00	.00	6,930.00
Vendor Total: KALF				80,268.66	.00	.00	80,268.66
Vendor: KCCA Kentucky County Clerks' Assoon							
L.Hesselbrock	07/06/15	0150105760 clerk assoc mtg	07/06/15	25.00	.00	.00	25.00
Vendor Total: KCCA				25.00	.00	.00	25.00
Vendor: KCJEA2 KCJEA/KMGA							
B.Bayers	07/06/15	0191005690 conf registration	07/06/15	295.00	.00	.00	295.00
D.Goodlett	07/06/15	0191005690 conf registration	07/06/15	295.00	.00	.00	295.00
Vendor Total: KCJEA2				590.00	.00	.00	590.00
Vendor: KSP Kentucky State Police							
Jul-Sept2015	07/06/15	0151453220 dispatch contract	07/06/15	22,375.00	.00	.00	22,375.00
Vendor Total: KSP				22,375.00	.00	.00	22,375.00
Vendor: KTREAS Kentucky State Treasurer							
5005_sher	07/06/15	0150154450 sher dep testing	07/06/15	116.00	.00	.00	116.00
Vendor Total: KTREAS				116.00	.00	.00	116.00
Vendor: LHESSELBRK Lynn Hesselbrock							
7/6reimb	07/06/15	0191005690 reimb conf expense	07/06/15	204.36	.00	.00	204.36
Vendor Total: LHESSELBRK				204.36	.00	.00	204.36
Vendor: LOGANS Logan's							
7/6pva	07/06/15	0150305780 pva floormats	07/06/15	65.94	.00	.00	65.94

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General Fund

Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
Vendor Total: LOGANS				65.94	.00	.00	65.94
Vendor: LOU-METRO	Louisville Metro EMS						
22327	07/06/15	0151405500 ems cpr cards	07/06/15	12.00	.00	.00	12.00
Vendor Total: LOU-METRO				12.00	.00	.00	12.00
Vendor: MASTERS	Masters' Supply Inc.						
srctr	07/06/15	0153055860 sr ctr bath repair	07/06/15	172.92	.00	.00	172.92
Vendor Total: MASTERS				172.92	.00	.00	172.92
Vendor: MID-ST	Mid-State Exterminators						
7/6_fc/pz/sh	07/06/15	0150805780 fc/pz/sh pestcontrl	07/06/15	45.00	.00	.00	45.00
7/6annex	07/06/15	0150805780 annex pestcontrol	07/06/15	38.00	.00	.00	38.00
7/6cthsa	07/06/15	0150805780 cthsa pest control	07/06/15	48.00	.00	.00	48.00
7/6ems	07/06/15	0151405780 ems pest control	07/06/15	58.00	.00	.00	58.00
7/6occtax	07/06/15	0150475780 occtax pestcontrl	07/06/15	28.00	.00	.00	28.00
Vendor Total: MID-ST				217.00	.00	.00	217.00
Vendor: NEOFUNDS	Neofunds by Neopost						
7/6clerk	07/06/15	0150105630 clerk postage	07/06/15	572.31	.00	.00	572.31
Vendor Total: NEOFUNDS				572.31	.00	.00	572.31
Vendor: QUADMED	Quad Med Inc.						
101779	07/06/15	0151405500 lv catha,teststrips	07/06/15	219.20	.00	.00	219.20
101780	07/06/15	0151405500 ems lv catha	07/06/15	99.95	.00	.00	99.95
101781	07/06/15	0151405500 ems neck colliars	07/06/15	225.00	.00	.00	225.00
101790	07/06/15	0151405500 ems medic supplies	07/06/15	192.65	.00	.00	192.65
101808	07/06/15	0151405500 ems medic supplies	07/06/15	148.38	.00	.00	148.38
101831	07/06/15	0151405500 ems bandages	07/06/15	36.00	.00	.00	36.00
Vendor Total: QUADMED				921.18	.00	.00	921.18
Vendor: QUILL	Quill Corporation						
5047276	07/06/15	0152174680 K.Spencer bus cards	07/06/15	29.99	.00	.00	29.99
5094989	07/06/15	0150474450 occtax cartridge	07/06/15	93.49	.00	.00	93.49
5094989	07/06/15	0150014450 judge cartridge,fil	07/06/15	100.99	.00	.00	100.99
5094989	07/06/15	0150154450 judge files,envelop	07/06/15	20.88	.00	.00	20.88
5094989	07/06/15	0150104450 clerk coppaper	07/06/15	89.70	.00	.00	89.70
Vendor Total: QUILL				335.05	.00	.00	335.05
Vendor: REPUBLIC	Republic Bank & Trust Co.						
levee27-pymt#11	07/06/15	0176006020 levee project	07/06/15	3,809.72	.00	.00	3,809.72
Vendor Total: REPUBLIC				3,809.72	.00	.00	3,809.72
Vendor: RICKSAUTO	Rick's Auto Service						
7647	07/06/15	0152174680 recycle tire repair	07/06/15	7.50	.00	.00	7.50
7719	07/06/15	0150607210 tire balance	07/06/15	15.00	.00	.00	15.00
7911	07/06/15	0152174680 recycle tire	07/06/15	60.00	.00	.00	60.00
Vendor Total: RICKSAUTO				82.50	.00	.00	82.50
Vendor: RUMPKE	Rumpke of Kentucky, Inc						
2470319	07/06/15	0153404680 litter dumpster	07/01/15	1,292.33	.00	.00	1,292.33
Vendor Total: RUMPKE				1,292.33	.00	.00	1,292.33

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General Fund

Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
Vendor: SCMSF SCMS Grizzly Football Club							
7/6roadlitter	07/06/15	0153404680 7.81mi cleanup@985	07/06/15	663.85	.00	.00	663.85
Vendor Total: SCMSF				663.85	.00	.00	663.85
Vendor: SCROOFING South Central Roofing							
ems	07/06/15	0191005210 insur-pd repairs	07/06/15	20,200.37	.00	.00	20,200.37
Vendor Total: SCROOFING				20,200.37	.00	.00	20,200.37
Vendor: SYMBOLARTS Symbol Arts LLC							
0235353-IN	07/06/15	0150157170 sher badges	07/06/15	245.00	.00	.00	245.00
Vendor Total: SYMBOLARTS				245.00	.00	.00	245.00
Vendor: TRW Thomson Reuters-West							
831915661	07/06/15	0150153480 sher CLEAR, May2015	07/09/15	136.93	.00	.00	136.93
Vendor Total: TRW				136.93	.00	.00	136.93
Vendor: U OF K University of Kentucky							
K.Spencer	07/06/15	0191005690 class registration	07/06/15	85.00	.00	.00	85.00
Vendor Total: U OF K				85.00	.00	.00	85.00
Vendor: USPOST U.S. Postal Service							
7/6clerk	07/06/15	0150105630 clerk postage	07/06/15	500.00	.00	.00	500.00
Vendor Total: USPOST				500.00	.00	.00	500.00
Vendor: VMATTINGLY Vincent Mattingly							
7/6mileage	07/06/15	0150475920 enforcmt mileage	07/06/15	123.82	.00	.00	123.82
Vendor Total: VMATTINGLY				123.82	.00	.00	123.82
Vendor: WIN.NET Win.Net Internet							
115232-72	07/06/15	0150803380 yrly email hosting	07/06/15	113.00	.00	.00	113.00
Vendor Total: WIN.NET				113.00	.00	.00	113.00
Vendor: WPEI Waste Processing Equipment Inc							
8499	07/06/15	0152174680 recycle baler parts	07/06/15	93.00	.00	.00	93.00
Vendor Total: WPEI				93.00	.00	.00	93.00
Vendor: WRIGHTEXPR Wex Bank							
7/6anim	07/06/15	0152055920 k9 dept fuel	07/06/15	221.91	.00	.00	221.91
7/6begins	07/06/15	0151154550 bdginsp fuel	07/06/15	200.80	.00	.00	200.80
7/6coroner	07/06/15	0150204450 coroner fuel	07/06/15	59.47	.00	.00	59.47
7/6ems	07/06/15	0151404550 ems fuel	07/06/15	2,144.87	.00	.00	2,144.87
7/6maint	07/06/15	0150807210 mainten fuel	07/06/15	138.37	.00	.00	138.37
7/6parks	07/06/15	0154014550 parks fuel	07/06/15	1,052.38	.00	.00	1,052.38
7/6recycle	07/06/15	0152174680 recycling fuel	07/06/15	311.82	.00	.00	311.82
7/6sheriff	07/06/15	0150154550 sheriff fuel	07/06/15	3,766.92	.00	.00	3,766.92
7/6zoning	07/06/15	0150704450 zoning fuel	07/06/15	111.83	.00	.00	111.83
Vendor Total: WRIGHTEXPR				8,008.17	.00	.00	8,008.17

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General Fund

Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
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* These invoices are on hold.

Report Total: Invoices	236,533.19
Open Credits	.00
Less Discounts Available	.00
Net Balance Due	236,533.19

*** Report Options ***

Vendors: ALL
Invoice Dates: ALL
Status: All
Accounts: 0149090000 to 01GROSS
As Of: Current Date (07/02/2015)
*** End of Report ***

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Road Fund

Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
Vendor: ALCCO		ALCCO, LLC					
82962	07/07/15	0261055920 roller bearings	07/07/15	202.75	.00	.00	202.75
83061	07/07/15	0261055920 roller bearing, pts	07/07/15	212.25	.00	.00	212.25
Vendor Total: ALCCO				415.00	.00	.00	415.00
Vendor: ARROWMAGNO		Arrow Magnolia Internat'l Inc					
IV150005350	07/07/15	0261054670 weed killer	07/07/15	204.25	.00	.00	204.25
IV150005644	07/07/15	0261054550 carburetor cleaner	07/07/15	193.12	.00	.00	193.12
Vendor Total: ARROWMAGNO				397.37	.00	.00	397.37
Vendor: AT&T		A T & T					
7/7road	07/07/15	0261055780 road phones/net	07/07/15	130.89	.00	.00	130.89
Vendor Total: AT&T				130.89	.00	.00	130.89
Vendor: ATTMOBILIT		AT&T Mobility					
7/7road	07/07/15	0261055780 road cellphones	07/07/15	441.78	.00	.00	441.78
Vendor Total: ATTMOBILIT				441.78	.00	.00	441.78
Vendor: CITY		Taylorsville Waterworks					
7/7road	07/07/15	0261055780 road utilities	07/07/15	28.08	.00	.00	28.08
Vendor Total: CITY				28.08	.00	.00	28.08
Vendor: DIAMOND M		Diamond Mowers Inc.					
0099096-IN	07/07/15	0261054670 spindle tool	07/07/15	210.66	.00	.00	210.66
0099180-IN	07/07/15	0261054670 mower parts	07/07/15	210.99	.00	.00	210.99
0099181-IN	07/07/15	0261054670 safety glass	07/07/15	51.31	.00	.00	51.31
Vendor Total: DIAMOND M				472.96	.00	.00	472.96
Vendor: HARDWARE		Bennett Hardware					
7/6road	07/07/15	0261054750 tools,hose	07/07/15	12.24	.00	.00	12.24
7/7road	07/07/15	0261055920 hooks,boil,lock	07/07/15	64.34	.00	.00	64.34
Vendor Total: HARDWARE				76.58	.00	.00	76.58
Vendor: HUBER		Huber Tire Inc.					
10101077	07/07/15	0261054790 tire	07/07/15	366.15	.00	.00	366.15
Vendor Total: HUBER				366.15	.00	.00	366.15
Vendor: KACQUI		KACo Unemployment Insurance					
CY15449r	07/07/15	0294002080 2015/15 insur prem	07/07/15	5,634.73	.00	.00	5,634.73
Vendor Total: KACQUI				5,634.73	.00	.00	5,634.73
Vendor: KACOWC		KACo Workers Compensation Fund					
W150049r	07/07/15	0294002090 work comp ins prem	07/07/15	58,298.13	.00	.00	58,298.13
Vendor Total: KACOWC				58,298.13	.00	.00	58,298.13
Vendor: KALF		KACo All Lines Fund					
K150134	07/07/15	0291005210 2015/16 premium	07/07/15	45,000.00	.00	.00	45,000.00
Vendor Total: KALF				45,000.00	.00	.00	45,000.00
Vendor: SITECH		Sitech Midsouth LLC					
430195	07/07/15	0261054470 measure wheel	07/07/15	178.26	.00	.00	178.26
Vendor Total: SITECH				178.26	.00	.00	178.26

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Road Fund

Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
Vendor: WRIGHTEXPR		Wex Bank					
7/7road	07/07/15	0261054550 road fuels	07/07/15	696.13	.00	.00	696.13
Vendor Total: WRIGHTEXPR				696.13	.00	.00	696.13

* These invoices are on hold.

Report Total: Invoices	112,156.06
Open Credits	.00
Less Discounts Available	.00
Net Balance Due	112,156.06

*** Report Options ***
 Vendors: ALL
 Invoice Dates: ALL
 Status: All
 Accounts: 0250011010 to 02GROSS
 As Of: Current Date (07/02/2015)
 *** End of Report ***

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Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
Vendor: 3HERDA		Darrell Herndon					
7/8reimb	07/08/15	0391005510 jailer assoc member	07/08/15	100.00	.00	.00	100.00
Vendor Total: 3HERDA				100.00	.00	.00	100.00
Vendor: WRIGHTEXPR		Wex Bank					
7/8jailer	07/08/15	0351014650 jailer fuel	07/08/15	68.62	.00	.00	68.62
Vendor Total: WRIGHTEXPR				68.62	.00	.00	68.62
* These invoices are on hold.							Report Total: Invoices
							Open Credits
							Less Discounts Available
							Net Balance Due
							188.62
							.00
							.00
							188.62

Jail Fund

*** Report Options ***
Vendors: ALL
Invoice Dates: ALL
Status: All
Accounts: 0350801770 to 03GROSS
As Of: Current Date (07/02/2015)
*** End of Report ***

ADDITIONAL INVOICES AND TRANSFERS

GENERAL FUND INVOICES/TRANSFERS

City Waterworks	0154015780 waterford park utilities	34.51
Salt River Electric	0150855780 mainten utilities	184.16
	0152055780 k9 office utilities	61.38
	0151405780 ems utilities	584.84
	0152175780 recycling utilities	56.02
	0151363480 radiotower utilities	20.57
	0154015780 parks utilities	512.69
Advance Auto	0150155920 sher veh alternator	130.00
Jim Travis Builder	0150805710 courthouse stoop repair, previously approved	1260.00
Louisville Tractor	0152174670 recycling skidsteer, previously approved	30806.39
Pontrich Floor Covering	0150303670 pva flooring	4978.44
BUSINESS REFUND	0150475670 netprofit/license refund	25.00
Gordon Deapen	0150701910 zoning meeting, 6/18/2015	60.00
Paul Daugherty	0150701910 zoning meeting, 6/18/2015	60.00
Gary Mudd	0150701910 zoning meeting, 6/18/2015	60.00
Teddy Noel	0150701910 zoning meeting, 6/18/2015	60.00
Anthony Travis	0150701910 zoning meeting, 6/18/2015	60.00
Gary Woods	0150701910 zoning meeting, 6/18/2015	60.00
Alfreda Currie	0150701910 zoning meeting secretary, 6/18/2015	60.00
Dean Curtsinger	0150701910 board of adjustments, 6/18/2015	60.00
Charles Ethington	0150701910 board of adjustments, 6/18/2015	60.00
Doug Goodlett	0150701910 board of adjustments, 6/18/2015	60.00
Bruce Kapfhammer	0150701910 board of adjustments, 6/18/2015	60.00
Mike Driscoll	0150351990 tax board of assessors	100.00
David Taylor	0150351990 tax board of assessors	100.00
Linda Greenwell	0150351990 tax board of assessors	100.00
Lynn Hesselbrock	0150351990 tax board of assessors	100.00
Sherrie Coulter	0150351990 tax board of assessors	100.00
Transfer \$300 to 0150703320 (zoning legal svc) from 0150701910 (zoning board/per diem)		
Transfer \$700 to 0194002050 (health insur match) from 0194002020 (retirement)		
Transfer \$700 to 0150805710 (bldgs/grounds) from 0150807210 (mainten supplies)		
Transfer \$21000 to 0191005210 (insurance/bonds) from 0194002020 (retirement match)		

ROAD FUND INVOICES/TRANSFERS

City Waterworks	0261055780 road utilities	30.64
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Cash Balances:	General Fund	Road Fund	Jail Fund
6/30/2014	\$377,661.58	\$1,546.84	\$75,790.56
7/31/2014	\$361,874.64	\$1,47,939.88	\$90,356.01
8/27/2014	\$235,428.05	\$878,407.97	\$67,580.75
9/5/2014	\$383,333.88	\$864,240.30	\$65,585.02
9/30/2014	\$326,943.40	\$801,522.25	\$54,802.63
10/31/2014	\$861,760.05	\$553,425.09	\$42,189.62
11/26/2014	\$928,122.16	\$465,835.15	\$49,305.18
12/30/2014	\$944,686.90	\$383,198.03	\$51,100.55
1/31/2015	\$1,030,171.71	\$334,973.21	\$47,628.13
2/27/2015	\$1,005,523.58	\$514,263.24	\$24,057.51
3/31/2015	\$904,214.18	\$433,483.13	\$40,602.58
4/30/2015	\$965,105.50	\$366,912.18	\$68,443.82
5/29/2015	\$731,927.89	\$315,941.63	\$87,756.24
6/26/2015	\$655,426.25	\$256,512.58	\$94,224.50

- On the motion of Esq. Goodlett, seconded by Esq. Bayers, with all members of the Court present voting "aye", it is hereby ordered to approve the expenditures, purchases, invoices and transfers including \$2210.00 for the Shelter Pro software package and to transfer \$200.00 from account 0152051790 to account 0152054020.
2. Zoning readings and recommendations.
There was one first reading. No action taken.

PUBLIC NOTICE

Please take notice that the Fiscal Court of Spencer County on the 20th of July 2015 will consider the following ORDINANCE(S) for second reading and adoption:

1. Peaches Collins requesting a zone change on from AG-1, agricultural to AG-2, agricultural on a 5.001 acre tract of land located at 398 Akins Road.

Attest: Lynn Hesselbrock
Spencer County Clerk

John Riley
Spencer County Judge Executive

3. Cedar Springs subdivision roads, proposed Ordinance 1 (2016 series)

Spencer County, Kentucky
Ordinance No. 1
Fiscal Year 2016 Series

An Ordinance Relating to the Adoption of Roads onto the County Road System

Whereas, developers of the Cedar Springs subdivision have ceased doing business as developers of this project, have surrendered the remaining unsold lots to the lender, and desire to voluntarily surrender road bond funds to the Spencer County Fiscal Court for the completion of the roads and adoption into the County Road System; and

Whereas, Spencer County Fiscal Court agrees to complete the roads to meet all current road specifications after a sufficient number of lots have been developed and to maintain said roads including snow removal and right-of-way-mowing,

Now Therefore, Be It Ordained by the Fiscal Court of Spencer County, Commonwealth of Kentucky that the Fiscal Court of Spencer County, Commonwealth of Kentucky, does hereby adopt onto the Spencer County Road System the following roads within the Cedar Springs subdivision:

- Cedar Springs Drive (0.485mile)
- Overlook Court (0.04mile)
- Twin Cedars Court (0.063mile)
- Evergreen Court (0.087mile)
- Cedar Court (0.064mile)

Given first reading and approval on _____.

Given second reading and adoption on _____.

John Riley, Spencer County Judge Executive

Attest:

Lynn Hesselbrock, Spencer Fiscal Court Clerk

- On the motion of Esq. Rogers, seconded by Esq. Goodlett, with all members of the Court present voting "aye", it is hereby ordered to approve the first reading of Ordinance ! (2016 series).
4. North Central District Health Department business agreement and service contract.

CH-52

LOCAL HEALTH DEPARTMENT CONTRACT TO PROVIDE SERVICES

THIS CONTRACT, between Spencer County Fiscal Court

(First Party)

P.O. Box 397
Taylorsville KY 40071

and

(Health Department)

North Central District
Health Department
1020 Henry Clay Street
Shelbyville, KY 40065

is effective July 1, 2015 and ends June 30, 2016.

WITNESSETH THAT:

The Health Department agrees to perform the following services:

**Provide a registered nurse to administer Hepatitis B Vaccine and TB Skin Tests and Physical Exams
Prepare and maintain records according to agency policy and licensure requirements.**

The First Party operates with employees in need of receiving the Hepatitis B vaccine and TB Skin Tests and physical exams whereas, the Health Department is registered to administer such.

The health department will provide these clinical services according to the Immunization section of the Core Clinical Service Guide.

The health department will provide adult hepatitis B vaccinations and TB Skin Tests and physical exams to persons identified by the first party needing this service for employment. The first party will be responsible for making the appointments for these individuals.

The First Party agrees to pay the Health Department, upon receipt of a statement of delivered services at the following rate:

**\$80.00 per Hepatitis B Injection
\$40.00 per Physical Exam
\$20.00 per TB Skin Test**

CH-52

LOCAL HEALTH DEPARTMENT CONTRACT TO PROVIDE SERVICES

The First Party agrees to abide by the rules and regulations regarding the confidentiality of personal medical records as mandated by the Health Insurance Portability and Accountability Act (42 USC 1320d) and set forth in federal regulations at 45 CFR Parts 160 and 164.

The First Party agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all implementing regulations and executive orders. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this contract on the basis of race, color, age, religion, sex, disability or national origin. This includes the provision of language assistance services to individuals of limited English proficiency seeking and/or eligible for services under this contract.

Section 601 of Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d), provides that no person shall "on the ground of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

In 1974 the Supreme Court (*Lau v. Nichols*, 414 U.S. 563) interpreted regulations promulgated by the former Department of Health, Education and Welfare (HHH's predecessor), 45 CFR 80.3 (b) (2), to hold that Title VI prohibits conduct that has a disproportionate effect on **Limited English Proficient (LEP) persons** because such conduct constitutes national-origin discrimination. On August 11, 2000, **Executive Order 13166** was issued, "Improving Access to Services for Persons with Limited English Proficiency (LEP)."

CH-52

LOCAL HEALTH DEPARTMENT CONTRACT TO PROVIDE SERVICES

- 1) For the services described in this contract, the First Party agrees to pay the Health Department in the following manner, monthly by check payable upon receipt of appropriate billing.
- 2) The total payments made under the terms of this contract shall not exceed \$2000.00.
- 3) The Parties to this contract agree to comply with Section 504 of the Rehabilitation Act of 1973, (P.L. 93-112) and the Kentucky Equal Employment Act of 1978 (H.B. 683) KRS 45.550 to 45.640, and Americans with Disabilities Act, (ADA), (P.L. 101-336).
- 4) The Health Department certifies that no constitutional, statutory, common law, or regulation adopted by the Cabinet for Health and Family Services pertaining to conflict of interest will be violated by this contract.
- 5) Either Party shall have the right to terminate this contract at any time upon 30 days written notice to the other Party.

FIRST PARTY:

(SIGNATURE OF AUTHORIZED AGENT)
Spencer County Fiscal Court

Date

HEALTH DEPARTMENT:

Renee Stump
(SIGNATURE OF AUTHORIZED AGENT)
Renee Blair Stump, District Director
North Central District Health Department

6-15-15
Date

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), effective on this the __1st__ day of ____ July ____, 2015, ("Effective Date"), is entered into by and between _Spencer County Fiscal Court (the "Business Associate") and North Central District Health Department, with an address at _1020 Henry Clay St, Shelbyville KY, (the "Covered Entity") (each a "Party" and collectively the "Parties").

The Business Associate is a Fiscal Court. The Covered Entity is a (local/district) health department contracted by the Department for Public Health of the Commonwealth of Kentucky, in accordance with KRS Chapter 211, to share the responsibility with the Department for Public Health to implement and administer the public health laws of the Commonwealth.

The Parties entered into a __ Contract __ (the "Contract") on the 1st day of _July_, 2015, under which the Business Associate may use and/or disclose Protected Health Information in its performance of the Services described in the Contract. This Agreement sets forth the terms and conditions pursuant to which Protected Health Information that is provided by Covered Entity to Business Associate, or created or received by the Business Associate from or on behalf of the Covered Entity, will be handled between the Business Associate and the Covered Entity and with third parties during the term of their Contract and after its termination. The Parties agree as follows:

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby the Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "business associate" of the Covered Entity as defined in the HIPAA Privacy Rule; and

WHEREAS, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement; and

WHEREAS, Business Associate agrees to collect and destroy any and all recyclable material produced by the Covered Entity, and is to assume responsibility for these documents upon receipt; and

THEREFORE, in consideration of the Parties' continuing obligations under the Contract, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule and to protect the interests of both Parties.

1. DEFINITIONS

- 1.1 Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [Insert Name of Business Associate].
- 1.2 Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean [Insert Name of Covered Entity]

2. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Services. Pursuant to the Contract, Business Associate provides services ("Services") for the Covered Entity that involve the use and/or disclosure of Protected Health Information. Except as otherwise specified herein, the Business Associate may make any and all uses of Protected Health Information necessary to perform its obligations under the Contract, , provided that such use would not violate the Privacy and Security Regulations if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. All other uses not authorized by this Agreement are prohibited. Moreover, Business Associate may disclose Protected Health Information for the purposes authorized by this Agreement only, (i) to its employees, subcontractors and agents, in accordance with Section 3.1(e), (ii) as directed by the Covered Entity, or (iii) as otherwise permitted by the terms of this Agreement including, but not limited to, Section 2.2(b) below, provided that such disclosure would not violate the Privacy or Security Regulations if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- 2.2 Business Activities of the Business Associate. Unless otherwise limited herein, the Business Associate may:
- a. Use the Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of the Business Associate provided that such uses are permitted under state and federal confidentiality laws.
 - b. Disclose the Protected Health Information in its possession to third parties for the purpose of its proper management and administration or to fulfill any present or future legal responsibilities of the Business Associate, provided that the Business Associate represents to the Covered Entity, in writing, that (i) the disclosures are Required by Law, as that phrase is defined in 45 CFR §164.501 or (ii) the Business Associate has received from the third party written assurances regarding its confidential handling of such Protected Health Information as required under 45 CFR §164.504(e)(4), and the third party agrees in writing to notify Business Associate of any instances of which it becomes aware that the confidentiality of the information has been breached.

3. **RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PROTECTED HEALTH INFORMATION**

- 3.1 Responsibilities of the Business Associate. With regard to its use and/or disclosure of Protected Health Information, the Business Associate hereby agrees to do the following:
- a. Shall use and disclose the Protected Health Information only in the amount minimally necessary to perform the services of the Contract, provided that such use or disclosure would not violate the Privacy and Security Regulations if done by the Covered Entity.
 - b. Shall immediately report to the designated Privacy Officer of the Covered Entity, in writing, any use and/or disclosure of the Protected Health Information that is not permitted or required by this Agreement of which Business Associate.
 - c. Establish procedures for mitigating, to the greatest extent possible, any deleterious effects from any improper use and/or disclosure of Protected Health Information that the Business Associate reports to the Covered Entity.
 - d. Use appropriate administrative, technical and physical safeguards to maintain the privacy and security of the Protected Health Information and to prevent uses and/or disclosures of such Protected Health Information other than as provided for in this Agreement.
 - e. Require all of its subcontractors and agents that receive or use, or have access to, Protected Health Information under this Agreement to agree, in writing, to adhere to the same restrictions and conditions on the use and/or disclosure of Protected Health Information that apply to the Business Associate pursuant to this Agreement.
 - f. Make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information to the Secretary of Health and Human Services for purposes of determining the Covered Entity's compliance with the Privacy Regulation.
 - g. Upon prior written request, make available during normal business hours at Business Associate's offices all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information to the Covered Entity to determine the Business Associate's compliance with the terms of this Agreement.
 - h. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of PHI made by Business Associate or its employees, agents, representatives, or subcontractors. Business Associate shall implement a process that allows for an accounting to be collected and maintained for any Disclosure of PHI for which Covered Entity is required to maintain. The information shall be sufficient to satisfy Covered Entity's obligations under 45 CFR §164.528. Business Associate shall include in the accounting: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the PHI; (c) a brief description of the PHI

disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that requires an accounting under this section, Business Associate shall document the information specified in (a) through (d), above, and shall securely retain this documentation for six (6) years from the date of the Disclosure. To the extent that Business Associate maintains PHI in an electronic health record, Business Associate shall maintain an accounting of Disclosure for treatment, payment, and health care operations purposes for three (3) years from the date of Disclosure. Notwithstanding anything to the contrary, this requirement shall become effective upon either of the following: (a) on or after January 1, 2014, if Business Associate acquired electronic health record before January 1, 2009; or (b) on or after January 1, 2011 if Business Associate acquired an electronic health record after January 1, 2009, or such later date as determined by the Secretary.

- i. Subject to Section 5.5 below, return to the Covered Entity or destroy, at the termination of this Agreement, the Protected Health Information in its possession and retain no copies (which for purposes of this Agreement shall mean without limitation the destruction of all backup tapes).
- j. Disclose to its subcontractors, agents, or other third parties, and request from the Covered Entity, only the minimum Protected Health Information necessary to perform or fulfill a specific function required or permitted hereunder.
- k. Business Associate agrees to immediately report to the Covered Entity any security incident involving the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Covered Entity's electronic Protected Health Information or interference with systems operations in an information system that involves Covered Entity's electronic Protected Health Information. An attempted unauthorized access, for purposes of reporting to the Covered Entity, means any attempted unauthorized access that prompts Business Associate to investigate the attempt, or review or change its current security measures. The parties acknowledge that the foregoing does not require Business Associate to report attempted unauthorized access that results in Business Associate: (i) investigating but merely reviewing and/or noting the attempt, but rather requires notification only when such attempted unauthorized access results in Business Associate conducting a material and full-scale investigation (a "Material Attempt"); and (ii) continuously reviewing, updating and modifying its security measures to guard against unauthorized access to its systems, but rather requires notification only when a Material Attempt results in significant modifications to Business Associate's security measures in order to prevent such Material Attempt in the future.
- l. Business Associate agrees to use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information (EPHI) that it creates, receives, maintains, or transmits on behalf of the covered entity as required by Subpart C of 45 CFR.

- m. Business Associate agrees that any EPHI it acquires, maintains or transmits will be maintained or transmitted in a manner that fits the definition of secure PHI as that term is defined by the American Recovery and Reinvestment Act of 2009 (ARRA) and any subsequent regulations or guidance from the Secretary of the Department of Health and Human Services (DHHS) promulgated under ARRA.
 - n. Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits protected health information on behalf of the business associate agrees to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information, in accordance with 45 CFR §164.502(e)(1)(ii) and 45 CFR § 164.308(b)(2).
 - o. Business Associate agrees to immediately notify the Covered Entity of any breach of unsecured PHI as that term is defined in the ARRA and any subsequent regulations and/or guidance from the Secretary of DHHS. Notice of such a breach shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the business associate to have been, accessed, acquired, or disclosed during such breach. Business Associate further agrees to make available in a reasonable time and manner any information needed by Covered Entity to respond to individuals' inquiries regarding said breach.
 - p. Business Associate agrees to report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware
 - q. Business Associate agrees to indemnify the Covered Entity for the reasonable cost to notify the individuals whose information was the subject of the breach and for any cost or damages, including attorney fees or fines, incurred by Covered Entity as a result of the breach by Business Associate, including but not limited to any identity theft related prevention or monitoring costs.
 - r. Business Associate agrees to comply with any and all privacy and security provisions not otherwise specifically addressed in the Contract made applicable to Business Associate by the ARRA on the applicable effective date as designated by ARRA and any subsequent regulations promulgated under ARRA and/or guidance thereto.
 - s. Business Associate agrees to make uses and disclosures and requests for protected health information consistent with the covered entity's minimum necessary policies and procedures.
- 3.2 Responsibilities of the Covered Entity. With regard to the use and/or disclosure of Protected Health Information by the Business Associate, the Covered Entity hereby agrees:
- a. To inform the Business Associate of any changes in the form of notice of privacy practices (the "Notice") that the Covered Entity provides to individuals pursuant to 45

CFR §164.520, and provide, upon request, the Business Associate a copy of the Notice currently in use.

- b. To inform the Business Associate of any changes in, or revocation of, the authorization provided to the Covered Entity by individuals pursuant to 45 CFR §164.508.
- c. To inform the Business Associate of any opt-outs exercised by any individual from fundraising activities of the Covered Entity pursuant to 45 CFR §164.514(f).
- d. To notify the Business Associate, in writing and in a timely manner, of any arrangements permitted or required of the Covered Entity under 45 CFR § part 160 and 164 that may impact in any manner the use and/or disclosure of Protected Health Information by the Business Associate under this Agreement, including, but not limited to, restrictions on use and/or disclosure of Protected Health Information as provided for in 45 CFR §164.522 agreed to by the Covered Entity.

ADDITIONAL RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PROTECTED HEALTH INFORMATION

3.3 Responsibilities of the Business Associate with Respect to Handling of Designated Record Set. In the event that Business Associate maintains Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, in a Designated Record Set, the Business Associate hereby agrees to do the following:

- a. At the request of, and in the time and manner designated by the Covered Entity, make available Protected Health Information in a designated record set to the Covered Entity or the individual to whom such Protected Health Information relates or his or her authorized representative in order to meet a request by such individual under 45 CFR §164.524 and to satisfy the covered entity's obligations under 45 CFR §164.524.
- b. At the request of, and in the time and manner designated by the Covered Entity, make any amendment(s) to the Protected Health Information that the Covered Entity directs pursuant to 45 CFR §164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR §164.526.

3.4 Additional Responsibilities of the Covered Entity. The Covered Entity hereby agrees to do the following:

- a. Notify the Business Associate, in writing, of any Protected Health Information that Covered Entity seeks to make available to an individual pursuant to 45 CFR §164.524 and the time, manner, and form in which the Business Associate shall provide such access, if Business Associate maintains Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, in a Designated Record Set.

- b. Notify the Business Associate, in writing, of any amendment(s) to the Protected Health Information in the possession of the Business Associate that the Business Associate shall make and inform the Business Associate of the time, form, and manner in which such amendment(s) shall be made.

4. REPRESENTATIONS AND WARRANTIES

Mutual Representations and Warranties of the Parties. Each Party represents and warrants to the other party that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this Agreement and to perform its obligations hereunder, and that the performance by it of its obligations under this Agreement have been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws.

5. TERM AND TERMINATION

- 5.1 Term. This Agreement shall become effective on the Effective Date and shall continue in effect until all obligations of the Parties have been met, unless terminated as provided in this Section 4. In addition, certain provisions and requirements of this Agreement shall survive its expiration or other termination in accordance with Section 7.3 herein.
- 5.2 Termination by the Covered Entity. As provided for under 45 C.F.R. §164.504(e)(2)(iii), the Covered Entity may immediately terminate this Agreement and any related agreements if the Covered Entity makes the determination that the Business Associate has breached a material term of this Agreement. Alternatively, the Covered Entity may choose to: (i) provide the Business Associate with 30 days written notice of the existence of an alleged material breach; and (ii) afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved within 30 days, Business Associate must cure said breach to the satisfaction of the Covered Entity within 30 days. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of this Agreement.
- 5.3 Termination by Business Associate. If the Business Associate makes the determination that a material condition of performance has changed under the Contract or this Agreement, or that the Covered Entity has breached a material term of this Agreement, Business Associate may provide thirty (30) days notice of its intention to terminate this Agreement. Business Associate agrees, however, to cooperate with Covered Entity to find a mutually satisfactory resolution to the matter prior to terminating and further agrees that, notwithstanding this provision, it shall not terminate this Agreement so long as the Contract is in effect.
- 5.4 Automatic Termination. This Agreement will automatically terminate without any further action of the Parties upon the termination or expiration of the Contract.
- 5.5 Effect of Termination. Upon the event of termination pursuant to this Section 5, Business Associate agrees to return or destroy all Protected Health Information pursuant to 45 C.F.R.

§164.504(e)(2)(I), if it is feasible to do so. Prior to doing so, the Business Associate further agrees to recover any Protected Health Information in the possession of its subcontractors or agents. If the Business Associate determines that it is not feasible to return or destroy said Protected Health Information, the Business Associate will notify the Covered Entity in writing. Upon mutual agreement of the Parties that the return or destruction is not feasible, Business Associate further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to the Business Associate's use and/or disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible. If it is infeasible for the Business Associate to obtain, from a subcontractor or agent any Protected Health Information in the possession of the subcontractor or agent, the Business Associate must provide a written explanation to the Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.

6. CONFIDENTIALITY

Confidentiality Obligations. In the course of performing under this Agreement, each Party may receive, be exposed to or acquire Confidential Information including but not limited to, all information, data, reports, records, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in any computer data base or computer readable form, as well as any information identified as confidential ("Confidential Information") of the other Party. For purposes of this Agreement, "Confidential Information" shall not include Protected Health Information, the security of which is the subject of this Agreement and is provided for elsewhere. The Parties, including their employees, agents or representatives (a) shall not disclose to any third party the Confidential Information of the other Party except as otherwise permitted by this Agreement or as required by law, (b) only permit use of such Confidential Information by employees, agents and representatives having a need to know in connection with performance under this Agreement, and (c) advise each of their employees, agents, and representatives of their obligations to keep such Confidential Information confidential. This provision shall not apply to Confidential Information: (i) after it becomes publicly available through no fault of either Party; (ii) which is later publicly released by either Party in writing; (iii) which is lawfully obtained from third parties without restriction; or (iv) which can be shown to be previously known or developed by either Party independently of the other Party.

7. MISCELLANEOUS

- 7.1 Covered Entity. For purposes of this Agreement, Covered Entity shall include all entities covered by the notice of privacy practices (or privacy notice).
- 7.2 Business Associate. For purposes of this Agreement, Business Associate shall include the named Business Associate herein. However, in the event that the Business Associate is otherwise a hybrid entity under the Privacy Regulation, that entity may appropriately

designate a health care component of the entity, pursuant to 45 C.F.R. §164.504(a), as the Business Associate for purposes of this Agreement.

- 7.3 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 5.5, and Section 3.1 solely with respect to Protected Health Information Business Associate retains in accordance with Sections 3.1 and 5.5 because it is not feasible to return or destroy such Protected Health Information, shall survive termination of this Agreement.
- 7.4 Amendments: Waiver. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.
- 7.5 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
- 7.6 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or (other than for the delivery of fees) via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

Spencer County Fiscal Court
P.O. Box 397
Taylorsville, KY 40071
Attention: _____
Phone: _____
Fax: _____

With a copy (which shall not constitute notice) to:

Attention: _____
Phone: _____
Fax: _____

If to Covered Entity, to:

North Central District Health Department
1020 Henry Clay Street
Shelbyville KY 40065
Attention: Cheryl Peterson
Phone: 502-633-1243
Fax: 502-633-7658

With a copy (which shall not constitute notice) to:

Department for Public Health
Cabinet for Health and Family Services
275 East Main Street, H-S1WC
Frankfort, Kentucky 40621
Attention: Privacy Officer
Phone: (502) 564-6663
Fax: (502) 564-0919

With a copy (which shall not constitute notice) to:

Office of Administrative & Technology Services
Cabinet for Health and Family Services
275 East Main Street, 4W-E
Frankfort, Kentucky 40621
Attention: Security Officer
Phone: (502) 564-6478
Fax: (502) 564-0203

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided.

- 7.7 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.
- 7.8 Disputes. If any controversy, dispute or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally.

8. DEFINITIONS

- 8.1 Designated Record Set. Designated Record Set shall have the meaning set out in its definition at 45 CFR §164.501, as such provision is currently drafted and as it is subsequently updated, amended, or revised.
- 8.2 Health Care Operations. Health Care Operations shall have the meaning set out in its definition at 45 CFR §164.501, as such provision is currently drafted and as it is subsequently updated, amended, or revised.
- 8.3 Privacy Officer. Privacy Officer shall mean the privacy official referred to in 45 CFR §164.530(a)(1) as such provision is currently drafted and as it is subsequently updated, amended, or revised.
- 8.4 Protected Health Information. Protected Health Information shall have the meaning as set out in its definition at 45 CFR §164.501, as such provision is currently drafted and as it is subsequently updated, amended, or revised.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf effective as of this the 1st day of July , 2015.

COVERED ENTITY

By: Renee Stump

Renee Blair Stump
Printed Name

Public Health Director
Printed Title

6-15-15
Date

BUSINESS ASSOCIATE

By: _____


Printed Name

Printed Title

Date

- On the motion of Esq. Judd, seconded by Esq. Goodlett, with all members of the Court present voting "aye", it is hereby ordered to authorize the County Judge Executive to enter into a contract with the North Central Health District.
5. Executive session.
- On the motion of Esq. Williams, seconded by Esq. Goodlett, with all members of the Court present voting "aye", it is hereby ordered to go into executive session per KRS 61.810 (1)(f) and KRS 61.815-personnel at 12:47 pm.
 - On the motion of Esq. Williams seconded by Esq. Goodlett, with all members of the Court present voting "aye", it is hereby ordered to come back into regular session at 1:24 pm.
 - On the motion of Esq. Bayers, seconded by Esq. Goodlett, with all members of the Court present voting "aye", it is hereby ordered to hire Milath Lawson fulltime at a rate of \$9.25 per hour for EMS.
 - On the motion of Esq. Bayers, seconded by Esq. Williams, with all members of the Court present voting "aye", it is hereby ordered to hire Steven Legg as a part time EMT-B at a rate of \$11.00 per hour.

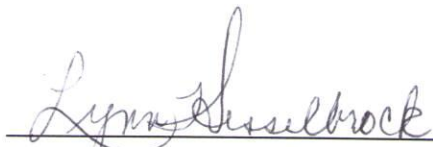
- On the motion of Esq. Bayers, seconded by Esq. Williams, with all members of the Court present voting "aye", it is hereby ordered to hire Sarah Perkins as a part time EMT-P at a rate of \$14.00 per hour.
- On the motion of Esq. Williams, seconded by Esq. Williams, with all members of the Court present voting "aye", it is hereby ordered to hire Tabatha Pickens at a rate of \$9.75 per hour on a part time basis for Animal Control.
- On the motion of Esq. Bayers, seconded by Esq. Judd, with all members of the Court present voting "aye", it is hereby ordered to approve the purchase of naloxone for EMS at a price of \$350.17 for ten (10) doses.
- On the motion of Esq. Bayers, seconded by Esq. Williams, with all members of the Court voting "aye", it is hereby ordered to adjourn this Fiscal Court meeting at 1:30 pm.



Spencer County Judge Executive, John Riley

7-20-15

Date



Attest: Spencer County Clerk, Lynn Hesselbrock

7-21-15

Date