

SPENCER COUNTY FISCAL COURT

Monday, August 19th, 2013

7:00pm

Fiscal Court Meeting Room, 28 East Main Street

Meeting Agenda

- A. Opening Prayer
- B. Pledge of Allegiance
- 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 ***
- G. Communications from County Judge Executive
- H. Communications/reports from Members, Other Offices, and Committees
 - 1. Sheriff KOHS grant for tasers
 - 2. Clerk copier buyout option
 - 3. Solid Waste committee
 - 4. Treasurer year-end financial statement
- I. Old Business
 - 1. Fox Lair roads update
- J. New Business
 - 1. Review and Approval of Bills and Transfers
 - 2. Zoning, Readings and recommendations
 - 3. Multi-Purpose Community Action Agency request letter
 - 4. Ordinance 2 (2014series) for 2013/2014 county property tax rates, first reading
 - 5. Ordinance 3 (2014series) to repeal 4% insurance premiums fee, first reading
 - 6. Ordinance 4 (2014series) to implement 3% insurance premiums fee, first reading
- K. Adjournment

**ANNOUNCEMENTS, COMMUNITY EVENTS
and TRAINING OPPORTUNITIES**

KACo Leadership Institute – August/September 2013

- August 22 – Planning & Zoning, in Gilbertsville
- August 27 – Ky Auditor: Prep for County Audits/Procurement & Surplus, in London
- August 29 – Ky Transportation 101, in Cave City
- September 4 – County Finance 202, in Frankfort (at 6pm)
- September 5 – Ky Auditor: Prep for County Audits/Procurement & Surplus, in Frankfort
- September 12 – Planning & Zoning, in London
- September 19 – Ky Proud, Dept of Ag Programs for Counties, in Cave City
- September 26 – Ky Fish and Wildlife Updates for Counties, in Gilbertsville

Priority One classes – August/September 2013

- August 21 – Communication Skills, in Radcliff
- August 23 – Harassment Training, in London
- August 30 – Analyzing, Evaluating, & Managing Employee Performance, in Marion
- September 5 – Analyzing, Evaluating, & Managing Employee Performance, in Burlington
- September 13 - “50 Words Every Elected Official Should Know”, in Dawson Springs
- September 20 - “50 Words Every Elected Official Should Know” in Lebanon

UK Transportation Scholar/Master classes – August/September 2013

- August 21 – Basic Workzone & Flagger Certif, in Murray
- August 22 – Concrete and Cement, at Ky Dam Village SRP
- August 22 – Computer Familiarization, in Elizabethtown
- August 27 – Risk Management/Tort Liability, at Pennyriple Forest SRP
- August 28 – Small Bridges, at Pennyriple Forest SRP
- August 29 – Asphalt Paving Best Practices, in Lexington
- September 10 – Leadership Skills, at Somerset
- September 11 – Snow & Ice Removal, at Somerset
- September 11 – Environmental Awareness, at Erlanger
- September 12 – Basic Plan Reading, at Erlanger
- September 12 – Computer Familiarization, in Lexington

Chamber of Commerce luncheon

- “State of the County” address with Judge Exec Bill Karrer
- September 12th at noon
- RSVP to the Chamber

**PURSUANT TO SPENCER COUNTY ADMINISTRATIVE CODE
SECTIONS 6.1 AND 3.43, THE SEPTEMBER 2 FISCAL COURT
MEETING WILL BE HELD ON WEDNESDAY, SEPTEMBER 4 AT 9AM.**

**SPENCER COUNTY FISCAL COURT
MONDAY, AUGUST 19, 2013
7:00 PM
FISCAL COURT MEETING ROOM, 28 EAST MAIN STREET**

A. Opening Prayer

Esq. Judd led the Court in prayer before Court began.

B. Pledge of Allegiance

Pledge of allegiance to the American flag

C. Call to order by the County Judge Executive

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

E. Approval of minutes from prior Court meeting of August 5, 2013

- On the motion of Esq. Judd, seconded by Esq. Goodlett, with all members of the Court present voting "aye", it is hereby ordered to approve the minutes from the August 5th, 2013 meeting with any corrections being made.

F. Communications from citizens *3 minute limit*****

There were no communications from citizens.

G. Communications from the County Judge Executive

1. Road Fund

The Judge reported that \$948,312.44 had been received in Road Fund money. He said now the paving could be done.

2. Maintenance drainage.

The Judge stated that there was not enough fall to get the floor to drain properly to the City sewers. He mentioned the possibility of an upflush pump. He said that plumbers were taking a look at it and the Judge will bring back at a later date.

3. Purchase order system.

The Judge stated that he had an opportunity to speak to Mr. Robert Brown and Mr. Dobson at the Governor's Local Issues Conference. He spoke with Mr. Brown about the County's purchase system and that they (Brown and Dobson) thought that a \$200.00 or even \$500.00 limit on purchases that did not require

Fiscal Court approval was not sufficient for day to day operations of the County. Esq. Davis disputed this saying he had spoke with Mr. Brown at the Conference and he had told Esq. Davis that all purchase orders required Fiscal Court approval. Discussion ensued. The Judge stated that he was informed that purchase orders needed to be made in triplicate. The Judge stated that the purchase order system had been in place since around 1990. He took Mr. Brown more information and Mr. Brown will get back to him. The Judge suggested maybe looking at a percentage of the budgeted amount to make a limit on the amount allowed before Fiscal Court needed to approve the purchase order. No action taken.

4. EMS Building

The Judge reported that the EMS building is complete and ready to move into. The staff was planning on spending the night there that evening. He said the plan was to do a thorough walk through with the contractors soon.

5. Next meeting

The Judge stated that according to the Administrative Code, the next Fiscal Court meeting will be held on Wednesday, September 4th at 9am.

H. Communications/reports from members, other offices, and committees

1. Sheriff KOHS grant for tasers.



OFFICE OF THE GOVERNOR
KENTUCKY OFFICE OF HOMELAND SECURITY

Steven L. Beshear
Governor

200 Mero Street
Frankfort, KY 40622
Phone 502-564-2081
Fax 502-564-7784
www.homelandsecurity.ky.gov

Eugene L. Kiser
Executive Director

August 5, 2013

RECEIVED
AUG 12 2013
SPENCER COUNTY
JUDGE EXECUTIVE

Honorable Bill Karrer
Spencer County Judge/Executive
Box 397
Taylorsville, KY 40071

Dear Judge Karrer:

On behalf of Governor Steve Beshear, I am pleased to inform you that your county has been awarded \$14,000.00 from the Kentucky Office of Homeland Security. These funds are from the Law Enforcement Protection Grant Program. The award is for the purchase of 18 tasers (\$800 each) and 1 taser software package so the Spencer County Sheriff's Office can better serve and protect the citizens of the county.

The Law Enforcement Protection Program is a state program that is funded solely by the sale of confiscated weapons turned in by agencies such as your sheriff's office department to the Kentucky State Police.

Detailed information is forthcoming from our Grants Division about specific requirements to begin your task. However, until an agreement is formally created, signed and returned to you, no portion of our funds may be obligated or used in any manner.

If you have any questions, please contact Pat Gill at 502.564.2081 or pat.gill@ky.gov. Additionally, I am always available to assist.

Cordially,

Eugene L. Kiser
Executive Director

cc: Honorable Paul Hornback, State Senator
Honorable Brad Montell, Kentucky State Representative
Jack Couch, Executive Director, KIPDA

KentuckyUnbridledSpirit.com



An Equal Opportunity Employer M/F/D

Deputy Protection Project Taser

1. Quote

TASER International – New quote for 08/09/2013 – Expiration Date – 09/30/2013

\$15,574.65

2. Grant

Kentucky Office Of Homeland Security (LEPP Grant)

Requested grant amount - \$15,279.65

Grant amount received - \$14,000.00

Under grant rules the grant program cannot be used for the purchased of holsters or cartridges.

3. Sheriff's Office Part

\$1,574.65



Prepared By Chad Gappa
Company Name TASER International
Company Address 17800 N. 55th Street
Scottsdale, AZ 85255-0603
US
Phone (480) 502-6255
E-mail cgappa@taser.com

Created Date 8/9/2013
Expiration Date 9/30/2013
Quote Number 00003888
Fax (480) 686-7643

Customer Information

Account Name Spencer County Sheriff's Office
Contact Name Carl Reesor
AX Account Number 450541

Email carlreesor@spencercountyky.gov
Phone (502) 477-3200

Shipping and Billing Information

Bill To Name Spencer County Sheriff's Office
Bill To P.O. Box 475
Taylorsville, KY 40071
US

Ship To Name Spencer County Sheriff's Office
Ship To 15 E Main Street
Taylorsville, KY 40071
US

ITEM NO	DESCRIPTION	UNIT PRICE	QUANTITY	UNIT PRICE	TOTAL PRICE
44203	CARTRIDGE - 25' HYBRID	90.00	USD 25.95	USD 2,335.50	
44973	HOLSTER, L, X26, BLACKHAWK, 44H015BK-L-B	2.00	USD 33.95	USD 67.90	
44972	HOLSTER, R, X26, BLACKHAWK, 44H015BK-R-B	13.00	USD 33.95	USD 441.35	
26500	X26 Dataport Kit	1.00	USD 159.95	USD 159.95	
26512	X26E KIT - BLACK/SILVER, XDPM, W/O HOLSTER	15.00	USD 836.00	USD 12,540.00	

Notes: Please provide tax exemption certificate with order.

Subtotal USD 15,544.70
Total Price USD 15,544.70
Shipping and Handling USD 29.95
Grand Total USD 15,574.65

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at <http://www.taser.com/sales-terms-and-conditions>. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at <http://www.taser.com/serviceagreement0213>. The sale of the Professional Services is subject to the parties execution of TASER's Professional Services Agreement and a Statement of Work. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Discussion ensued with no action being taken.

2. Clerk copier buyout option.

Lease Services 8/19/2013 9:55:44 AM PAGE 2/004 Fax Server

09/09/2009 14 35

42927 P 002/002

401-1220351-001

MARLIN EQUIPMENT LEASE CONTRACT FOR LEASES UNDER \$50,000

Lessor ("We" or "Us"): Marlin Leasing Corporation - Office Equipment Division / Marlin Business Bank
 100 Fellowship Rd. Mount Laurel, NJ 08054 / 2185 E Cottonwood Pkwy. Ste 122-Salt Lake City UT 84121
 www.marlinleasing.com phone: 888 479 5111 fax: 888 478 5835 / phone: 801 453 1722 fax: 801 453 1728
 Processing Office: 1600 JFK Blvd 7 Penn Cir, Ste 330 Philadelphia, PA 19102
DESCRIPTION OF LEASED EQUIPMENT (check, quantity, make, model, color, condition, accessories, attachments, etc. Attach schedule if necessary) **MUST BE COMPLETED**

LEASING CUSTOMER ("YOU")
 Company Name (Exact business name): County Of Spencer DBA Spencer County Clerk's Office # 778124
 Address: 2 W Main St Taylorsville KY 40071
 Phone: 5024773215 Fax: 5024773216 Corp. Limited Liability Corp. Partnership Prop
 Equipment Location: 2 W Main St, TAYLORSVILLE, KY 40071 State of Incorporation/Organization:
 Vendor: M&M Office Products Inc. Address: 110 South Indiana Ave, suite A, Sellersburg, IN 47172

Lease Term (Mos.) 60	Total No. of Payments 60	Amount of Each Payment \$340.13 (plus applicable taxes)	Security Deposit \$0.00	Payment Frequency Monthly
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TERMS OF LEASE

1. You (the customer) want to acquire the above equipment from the above vendor. You want us (one of the Lessors identified above) to buy it and then lease it to you. This Lease will begin when the equipment is delivered to you and will continue for the entire Lease Term plus any interim rent period. You will unconditionally pay us all amounts due, without any right to set-off. If we do not receive your payment by its due date, there will be a late fee equal to the greater of \$25.00 or 15% of the late amount (or, if less, the maximum amount allowable under state law) which you agree is a reasonable estimate of the costs we incur with respect to late payments and is not a penalty. Upon your request we will waive the first assessed late charge. We may charge you a partial payment (interim rent) for the time between delivery and the due date for the first regular payment. We may charge you a one-time documentation fee up to \$250. You agree that we may adjust the payment amount above if the final equipment cost varies from the amount the payment was based upon. This Lease is not binding on us until we sign it. To expedite this Lease, you asked us to accept your leased signature and we agreed it will be considered as good as your original signature and admissible in court as conclusive evidence of the Lease.

2. (a) Unless we have given you a written option to buy the equipment at the end of the Lease Term for \$1.00, you must notify us by certified mail between 90 and 180 days prior to the end of the Lease Term if you intend on returning the equipment. If you do not notify us, the Lease will automatically extend for 12 months under the same terms and conditions. If you give us the proper and timely notice, then at the end of the Lease Term you shall return the equipment in good working order in a manner and to a location designated by us. You agree to reimburse us for our costs to refurbish returned equipment. (b) You agree the security deposit will not bear interest and that we may apply it to any amount owed to us, and should we do so, you agree to restore the security deposit to its original amount. You may request the return of the security deposit only after all of your obligations under this Lease have been met in full.

3. You agree to select the vendor and the equipment. You asked us to buy it. We are not related to the vendor and we cannot get a refund, nor is the vendor allowed to waive or modify any term of this Lease. Therefore, this Lease cannot be canceled by you for any reason, even if the equipment fails or is damaged and it is not your fault. We are leasing it to you "as is" and we disclaim all express and implied warranties, including any warranty of merchantability or fitness for a particular purpose. You are responsible for installation and all service. The vendor may have given you warranties. You may contact the vendor to get a statement of all warranties, if any. We assign to you any warranties the vendor may have given us. You shall settle any dispute regarding the equipment's performance directly with the vendor. You promise that the equipment will be used only for business and not for personal, family or household purposes. You will keep and use the equipment only at the above address and not move it or return it to us prior to the end of the Lease Term.

4. If you do not pay us as agreed or fail to perform any other term of this Lease, you will be in default and you agree that we may (i) repossess the equipment and/or (ii) directly debit (charge) your bank account(s) and/or sue you for all past due payments and other charges and all payments due in the future to the end of the Lease Term, plus our legal and collection costs. If you are in default and/or do not meet your end of term obligations, we may also directly debit and/or sue you for the "residual" (end of term) equipment value. You agree to pay a charge of \$30 for any payment made by ACH or check is dishonored or returned. This Lease shall be governed by the laws of the Commonwealth of Pennsylvania (where we have an office and accepted this Lease). You agree that any suit relating to this Lease shall be brought only in a state or federal court in Pennsylvania, and you irrevocably consent and submit to the jurisdiction of such courts. Each party waives any rights to a jury trial. We will have title to the equipment at all times. This is a "true lease" and not a loan or installment sale. You grant us a first priority security interest in the equipment and authorize us to file Uniform Commercial Code ("UCC") financing statements (in case the state later determined not to be a "true lease"). You agree this is a "finance lease" under Article 2A of the UCC. You waive all UCC rights and remedies you may have, including those in Sections 2A-509 through 2A-522.

5. You must pay us for all sales, use, property and other taxes (and any penalties) relating to the Lease and the equipment. We may adjust this Lease and the payment above to finance for you any taxes and fees due at Lease inception. We may bill you based on our estimate of the taxes and fees. We may charge you an annual property tax administration fee up to \$25. Unless we have given you a written option to buy the equipment at the end of the Lease Term for \$1.00, we will be entitled to all tax benefits. If you do anything to disallow our getting these benefits, you will promptly indemnify (pay) us an equivalent amount. If we gave you a \$1.00 purchase option, we may require you to file as personal property tax returns. You accept all risks of loss, injury or damage caused by the equipment and shall indemnify us for all suits and other liabilities arising from the same. This indemnity will continue even after the Lease has ended. You must maintain acceptable public liability insurance naming us as "additional insured". You must keep the equipment insured against all risks of loss in an amount equal to the replacement cost and have us listed on the policy as "loss payee." If you do not give us proof of the required insurance within 30 days after the Lease commences, then (depending on the original equipment cost) we may either (i) provide insurance to cover our interests and charge you a fee for such coverage (including a monthly administration fee and a profit to us) or (ii) charge you a monthly non-compliance fee up to \$50 (which provides no insurance benefit). You can cancel the insurance coverage fee or non-compliance fee at any time by delivering the required proof of insurance.

6. Since this Lease is based on your own credit rating, you may not assign (transfer) the Lease to anyone else. We may sell or transfer our interests to another entity, who will then have all of our rights but none of our obligations. These obligations will continue to be ours. The rights we pass on to the new entity will not be subject to any defenses, claims or set-offs you may assert against us. All prior conversations, agreements and representations relating to this Lease or the equipment are inquired hereby. None of the terms of this Lease shall be changed or modified except in writing duly executed by you and us. Any action by you against us must be commenced within a one year after the cause of action arises or is forever barred.

ACCEPTANCE OF LEASE AGREEMENT This is a binding contract. I, the customer, have read and understand the terms and conditions of this lease and I agree to be bound by them. I have signed and dated this lease and I have received a copy of this lease. I have read and understand the terms and conditions of this lease and I agree to be bound by them. I have signed and dated this lease and I have received a copy of this lease.

Accepted and signed by the Lessor (We/Us) *[Signature]* Accepted and signed by the Leasing Customer (You) *[Signature]*
 Date: 8-10-09 Date: 8-10-09

PERSONAL GUARANTEE

I HEREBY PERSONALLY AND UNCONDITIONALLY GUARANTEE ALL AMOUNTS DUE BY THE LEASING CUSTOMER UNDER THIS LEASE. I AGREE THAT THE LESSOR MAY EXTEND, TRANSFER AND ASSIGN THE LEASE AND I AGREE TO BE BOUND BY ALL SUCH CHANGES. I WAIVE ALL NOTICES INCLUDING NOTICE OF DEMAND AND DEFAULT. I AGREE THE LESSOR MAY PROCEED AGAINST ME SEPARATELY FROM THE LEASING CUSTOMER. I HAVE AUTHORIZED THE LESSOR AND ITS AFFILIATES AND DESIGNATED TO USE MY CONSUMER CREDIT REPORTS FROM TIME TO TIME IN ITS CREDIT EVALUATION AND COLLECTION PROCESSES. AS WELL AS TO OFFER FUTURE CREDIT PRODUCTS AND SERVICES. I AGREE THAT THE LEASE AND PERSONAL GUARANTEE SHALL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA AND ANY SUIT RELATING TO THE LEASE OR PERSONAL GUARANTEE SHALL BE BROUGHT ONLY IN A STATE OR FEDERAL COURT IN PENNSYLVANIA AND I IRREVOCABLY CONSENT AND SUBMIT TO THE JURISDICTION OF SUCH COURTS AND WAIVE TRIAL BY JURY. I AGREE THAT MY PASTED SIGNATURE SHALL BE CONSIDERED AS GOOD AS MY ORIGINAL SIGNATURE AND ADMISSIBLE IN COURT AS CONCLUSIVE EVIDENCE OF THIS PERSONAL GUARANTEE.

ACCEPTANCE OF DELIVERY

I AM AUTHORIZED TO SIGN THIS CERTIFICATE ON BEHALF OF THE LEASING CUSTOMER. I CERTIFY TO THE LESSOR THAT THE EQUIPMENT HAS BEEN DELIVERED AND IS FULLY INSTALLED AND WORKING PROPERLY. I AGREE TO PAY THE LESSOR AND COMMENCE THE LEASE.

Accepted and signed by the Leasing Customer (You) *[Signature]* Date: 8-10-09

**Addendum to Equipment Lease Contract
for leases to state or municipal entities**

Application #: 778124

This addendum (the "Addendum") is incorporated into and a part that certain Equipment Lease Contract by and between Marlin Business Bank ("Lessor," "we," "us") and County Of Spencer, a state or municipal governmental entity ("Lessee," "you," "your") executed by the Lessee on 7/8/09 under which the Lessee will lease Copier from the Lessor. This Addendum and the Equipment Lease Contract together are one contract. This Addendum shall amend the Equipment Lease Contract to the extent, and only to the extent, that the terms of this Addendum are inconsistent with the terms of the Equipment Lease Contract. All other terms of the Equipment Lease Contract shall be and remain in full force and effect. In consideration of the Lessor's ("we") agreement to purchase the equipment and lease it to the Lessee ("you"), the Lessee agrees as follows:

- I. **REPRESENTATIONS, COVENANTS AND WARRANTIES OF LESSEE.** You hereby represent, covenant and warrant to us as follows: (a) You are authorized under the Constitution and laws of the State to enter into this Lease (and the other agreements and documents relating to the Lease, hereinafter included in the definition of "Lease") and to perform all of your obligations hereunder and thereunder; (b) The officer of the Lessee entity who is executing the Lease and each Schedule has been duly authorized to execute and deliver same under the terms and provisions of a resolution of your governing body, or by other appropriate official action; (c) In authorizing and executing the Lease, you have complied with all public bidding, usury and other State and Federal laws applicable to the acquisition of the Equipment; (d) You have sufficient appropriations or other funds available to pay all amounts due under Lease for the applicable fiscal year; (e) The Equipment is essential to your proper, efficient and economic operation; (f) You have never terminated an equipment lease, lease-purchase or similar contract due to non-appropriation of funds or defaulted under the terms thereof.
- II. **NON-APPROPRIATION OF FUNDS.** You believe that funds can and will be obtained in amounts sufficient to make all Lease Payments during the Lease term. You and your fiscal officer hereby covenant that you (the Lessee entity) and he/she will do all things within your and his/her power to obtain, maintain and properly request and pursue funds from which the lease payments and payments for other related charges, if any, may be made, specifically including in your annual budget request amounts sufficient to make such payments for the full Lease term. You intend to make all such payments for the full Lease term if funds are legally available for that purpose. If your official governing body does not allot you funds for the succeeding fiscal year to continue such payments under the Lease, and you have no other available funds to continue making such payments under the Lease or to purchase, lease or rent other equipment or services to perform functions similar to those performed by the Equipment under this Lease, you may terminate the Lease at the end of the then current fiscal year, by giving ninety (90) days prior written notice to us, and enclosing therewith a sworn, notarized statement that the foregoing conditions exist. The foregoing shall be the sole circumstance in which you will not be legally obligated to continue making such payments beyond the end of the then current fiscal year. Upon the occurrence of this event, if any Lease is terminated by you in accordance with this paragraph, you agree (i) not to purchase, lease or rent personal property to perform the same or similar functions as, or functions taking the place of, those performed by the Equipment under this Lease, and (ii) not to permit such functions to be performed by your own employees or by any agency, contractor, service provider or other entity affiliated with or hired by you, for a period of three hundred sixty (360) days; provided, however, that these restrictions shall not be applicable in the event that the Equipment under this Lease is sold by us and the amount received from such sale, less all costs of such sale, is sufficient to pay the then balance otherwise then due from you under this Lease. If the application of these restrictions would affect the validity of this Lease, you agree to provide us with an opinion of your counsel relating to the circumstances of non-appropriation. Upon the occurrence of this event, you shall, at your cost and expense, both restore the Equipment to its original condition (excepting only reasonable wear and tear) and return it to us in accordance with the terms set forth in Section III of this Addendum. Upon termination of the Lease by reason of non-appropriation of funds as provided herein, you shall not be responsible for the payment of any additional Lease Payments coming due with respect to succeeding fiscal years. However, (a) you shall continue to remain responsible for the payment of all past due payments and other obligations that accrued under the Lease prior to the end of the 90-day notice period referred to above; and (b) if you have not delivered possession of the Equipment to us at your expense and conveyed title to us or released your interest in the Equipment to us within ten (10) days after the termination of the applicable Lease, the termination shall nevertheless be effective, but you shall be responsible for the payment of damages in an amount equal to the amount of the lease payments thereafter coming due under the Lease that are attributable to the number of days after such ten (10) day period during which you fail to take such actions, plus all other losses suffered by us as a result of your failure to take such actions as required. Non-Appropriation under one Lease shall not affect the validity or enforceability of any other lease or contract between you and us.

Generic Mast Addendum

P.002/007

SEP-08-2009(TUE) 13:05

III. RETURN OF EQUIPMENT. Notwithstanding any contrary terms set forth or implied in the "Equipment Lease Contract," upon the expiration or termination of the Lease in accordance with its terms prior to the payment of all lease payments and other amounts due to us hereunder, you shall return the Equipment to us in the same condition it was in as of the date it was delivered to you, excepting only reasonable wear and tear, in the following manner as may be specified by us in our sole discretion: (a) by delivering the Equipment at your cost and expense to such place within the State as we shall specify; or (b) by loading such portions of the Equipment as are considered movable at your cost and expense, on board such carrier as we shall specify and shipping the same, freight prepaid by you, to a place specified by us. If you refuse to return the Equipment in the manner designated above, we may repossess the Equipment and charge you with the costs of such repossession and/or pursue any other remedy provided to us in this Lease or under law.

IV. OPTION TO PURCHASE. Notwithstanding any contrary term set forth or implied in the "Equipment Lease Contract" or any separate purchase option document executed by us, upon the expiration of the originally scheduled term of the Lease, provided you have made all scheduled payments to us, have not terminated the Lease by reason of non-appropriation or other reason, and are not then in default under the Lease, you shall have the option to purchase our interest in the Equipment for the purchase option price specified in such purchase option.

V. FINANCIAL INFORMATION. During the term of this Lease, you annually shall provide us with current annual financial reports, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to your ability and commitment to continue the Lease as may be requested by us.

The terms of this Addendum shall inure to the benefit of Lessor's successors and assigns.

Intending to be legally bound, the parties hereto have executed this Agreement effective as of the effective date of the Equipment Lease Contract.

LESSOR: Marlin Business Bank

By: [Signature]

Print Name: Doreen Ancella

Title: [Signature]

Date: 9-10-09

LESSEE: County Of Spencer

By: [Signature]

Print Name: Abbigail R. Notion

Title: 09108109

Date: 9 Deputy Clerk

General Business Addendum



August 8, 2013

Spencer County Clerk's Office
PO Box 397
TAYLORSVILLE, KY 40071

Re: Account Number 401-1230351-001
Kyocera Copier

Dear Abbigail:

In response to your request, please be advised that the buyout figure for the above referenced lease agreement is \$5,114.84. This represents the purchase of the leased equipment. This figure does not include the final property taxes, if any, which will be billed separately. This figure is valid through September 8, 2013.

If you have any questions regarding your current lease, please contact our Customer Service Department at (888)236-2409, Monday through Friday, between the hours of 9:00 AM to 5:00 PM EST or via email at custserv@marlinleasing.com

If you wish to buyout the lease, please send a check for the buyout figure prior to the expiration date to the following address:

Marlin Leasing Corp.
PO Box 637
Mount Laurel, New Jersey 08054
Attn: Payoff Department

New Equipment Financing Needs?

As a valued Marlin customer, you've now experienced the benefits of leasing first-hand, but were you aware that Marlin offers many other leasing options to cater to your business' individual needs? Our various programs provide the flexibility you need in today's ever-changing marketplace. Whether it's a computer or security system, office furniture, a copier, or even restaurant or telecomm equipment, Marlin can lease practically any equipment you may need for your business.

If you're ready to get started on your next lease, feel free to contact our Sales Department at 877-318-6756 to find out more about your leasing options!

Very truly yours,

Customer Service Department

Serviced by Marlin Leasing Corp.
300 Fellowship Road
Mount Laurel, NJ 08054
888.479.9111, fax: 888.479.1100
www.marlinleasing.com

- On the motion of Esq. Davis, seconded by Esq. Judd, with all members of the Court present voting "aye", it is hereby ordered to approve the buyout for the Clerk's plat copier. The funds will come from the Clerk's technology grant and no County funds will be expended.

3. Solid Waste committee.

Esq. Judd distributed a copy of a draft siting ordinance. He asked that the Court review the ordinance and bring back comments to the next meeting.

4. Treasurer year-end financial statement.

2012-13 AD

SPENCER COUNTY FISCAL COURT FINANCE STATEMENT
JULY 1, 2012 THROUGH JUNE 30, 2013

	GENERAL FUND	ROAD FUND	JAIL FUND
JULY 1, 2012 CASH BALANCE	\$984319.02	\$158075.89	\$51778.39
RECEIPTS	4572626.16	1289197.77	138426.13
TRANSFERS	(245000.00)	100000.00	145000.00
APPROPRIATIONS/EXPENSES	4525958.40	1345966.70	283762.99
JUNE 30, 2013 CASH BALANCE	\$785986.78	\$201306.96	\$51441.53

FOR A MORE DETAILED REPORT OF RECEIPTS, EXPENDITURES, AND SALARIES FOR THE 2012-13 FISCAL YEAR, YOU CAN CONTACT SPENCER COUNTY TREASURER DOUG WILLIAMS @ 502-477-3211 OR GO TO OUR SPENCER COUNTY WEBSITE @ www.spencercountyky.gov AND LOOK FOR FINANCIAL REPORTS.

PAID FOR BY SPENCER COUNTY FISCAL COURT

Esq. Judd asked if he could see a comparison of last year's financial report so he could compare it to this year's report. The Treasurer responded in the affirmative.

Esq. Davis stated that the Court needed a limit on purchase orders. He said that "they found a way to circumvent the system". He said that he spoke with Mr. Brown and Mr. Dobson and he got a different answer from them. He also asked about the Administrative Code changes.

Esq. Moody asked about the Parks Department vehicle. Esq. Goodlett said that the Equipment Committee needed a limit on what to spend and specifications on the needs for the Park Department. Discussion ensued over a used versus new vehicle and different model equipment. The Committee will do some research and bring back to Court.

Esq. Judd asked what needed to be done for the EMS remount. Mr. Jeff Coulter stated that Med 4 has been completed and that Med 3 needs a remount. The Judge stated that they would not be able to use the same bid that they had used for the first remount. The process took almost two months to complete, and EMS is spending almost \$1500.00 per month in maintenance to keep Med 2 running. The Judge said the Equipment Committee might need to look at the repairs needed for EMS.

I. Old Business

1. Fox Lair roads update.

Esq. Judd, Mr. Todd Burch the Judge Executive and a representative from QK4 had inspected a section of asphalt in the subdivision and they found a 10 foot by 1471 foot area that was cracking and the surface is not holding up. The developers will fix it, and then the County will take over maintenance of the road. The Judge suggested that the bond not be released for one year to make sure the road holds up to wear and tear. The developers wish to finish the development.

- On the motion of Esq. Judd, seconded by Esq. Cheek, with all members of the Court present voting "aye", it is hereby ordered to keep a bond of \$25,000.00 intact on the above mentioned section of road in Fox Lair subdivision for at least one year.

J. New Business

1. Review and approval of bills and transfers.

SPENCER COUNTY
F18 PG732

08/16/13
09:22AM

Spencer County Fiscal Court
Open Invoice Report
As of August 16, 2013

Page 1 of 6

General Fund

Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
Vendor: 3HERDA		Darrell Herndon					
8/19reimb	08/19/13	0150807210 reimb osha-reg boot	08/19/13	75.00	.00	.00	75.00
				Vendor Total: 3HERDA	75.00	.00	75.00
Vendor: AIRGAS		Airgas USA, LLC					
9018269291	08/19/13	0151405500 ems oxygen	08/19/13	50.63	.00	.00	50.63
9018496874	08/19/13	0151405500 ems oxygen	08/19/13	76.20	.00	.00	76.20
9911630596	08/19/13	0151405500 ems oxygen	08/19/13	143.35	.00	.00	143.35
				Vendor Total: AIRGAS	270.18	.00	270.18
Vendor: AT&T		AT & T					
8/19coroner	08/19/13	0150204450 coroner internet	08/19/13	47.37	.00	.00	47.37
8/19maint_k9	08/19/13	0150855780 maint/k9 uverse	08/19/13	30.00	.00	.00	30.00
8/19maint_k9	08/19/13	0150855780 maint/k9 line	08/19/13	39.78	.00	.00	39.78
				Vendor Total: AT&T	117.15	.00	117.15
Vendor: ATTLDS		AT&T Long Distance Service					
8/19atty	08/19/13	0150055780 chidsupp atty phone	08/19/13	1.32	.00	.00	1.32
				Vendor Total: ATTLDS	1.32	.00	1.32
Vendor: AUTOZONE		Auto Zone					
4547628583	08/19/13	0152174680 recycle oilydry	08/19/13	13.18	.00	.00	13.18
4547629180	08/19/13	0151404430 ems truck wash	08/19/13	79.60	.00	.00	79.60
4547629278	08/19/13	0150807210 mainten R134	08/19/13	60.00	.00	.00	60.00
4547630042	08/19/13	0151404430 ems truck wash	08/19/13	77.88	.00	.00	77.88
4547635389	08/19/13	0150155920 sher label remover	08/19/13	19.08	.00	.00	19.08
4547636380	08/19/13	0150155920 sher exhaust gasket	08/19/13	7.42	.00	.00	7.42
4547636943	08/19/13	0150155920 sher halogen bulbs	08/19/13	21.13	.00	.00	21.13
4547639647	08/19/13	0150155920 sher wax/tar remove	08/19/13	10.78	.00	.00	10.78
4547640438	08/19/13	0152174680 recyc hoses,filter	08/19/13	11.17	.00	.00	11.17
4547641048	08/19/13	0151404430 ems cleaners	08/19/13	30.24	.00	.00	30.24
4547641232	08/19/13	0151404430 ems exhaust additiv	08/19/13	14.99	.00	.00	14.99
4547641232	08/19/13	0150155920 sher fuel additive	08/19/13	10.22	.00	.00	10.22
4547641857	08/19/13	0150155920 sher ties,amps,tape	08/19/13	54.29	.00	.00	54.29
4547642471	08/19/13	0152174680 recyc control modul	08/19/13	60.46	.00	.00	60.46
4547643124	08/19/13	0150155920 sher floor mats	08/19/13	28.79	.00	.00	28.79
4547645098	08/19/13	0151404450 ems safety glasses	08/19/13	6.38	.00	.00	6.38
4547646538	08/19/13	0150155920 sher wiperblades	08/19/13	8.55	.00	.00	8.55
4547646591	08/19/13	0150155920 sher truckbed coati	08/19/13	27.06	.00	.00	27.06
4547647453	08/19/13	0150155920 sher truckbed coati	08/19/13	9.02	.00	.00	9.02
4547648128	08/19/13	0150155920 sher truckbed coati	08/19/13	83.76	.00	.00	83.76
4547653942	08/19/13	0151404430 ems wire ties	08/19/13	8.55	.00	.00	8.55
4547657859	08/19/13	0150807210 mainten cleaners	08/19/13	47.70	.00	.00	47.70
				Vendor Total: AUTOZONE	690.25	.00	690.25
Vendor: BBARMORE		Buddy Barmore Electric Co					
baler	08/19/13	0152174680 baler electric inst	08/19/13	3,520.00	.00	.00	3,520.00
				Vendor Total: BBARMORE	3,520.00	.00	3,520.00
Vendor: BENGAS		Bennett's Gas Company					
8/19ems	08/19/13	0151405780 ems bay utilit	08/19/13	6.40	.00	.00	6.40

SPENCER COUNTY
F18 PG733

08/16/13
09:22AM

Spencer County Fiscal Court
Open Invoice Report
As of August 16, 2013

Page 2 of 6

General Fund

Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
8/19mainten	08/19/13	0150855780 maint bldg utilit	08/19/13	11.19	.00	.00	11.19
Vendor Total: BENGAS				17.59	.00	.00	17.59
Vendor: BENTLAWN		Bentley's Lawn Care					
3051TvilleRd	08/19/13	0153404680 nuisance mowing	08/19/13	150.00	.00	.00	150.00
49Cherokee	08/19/13	0153404680 nuisance mowing	08/19/13	150.00	.00	.00	150.00
90Windsong	08/19/13	0153404680 nuisance mowing	08/19/13	125.00	.00	.00	125.00
Vendor Total: BENTLAWN				425.00	.00	.00	425.00
Vendor: CARDINAL		Cardinal Office Products					
IN-1258709	08/19/13	0150104450 clerk file	08/19/13	15.49	.00	.00	15.49
IN-1258709	08/19/13	0150014450 staples,clips	08/19/13	7.55	.00	.00	7.55
Vendor Total: CARDINAL				23.04	.00	.00	23.04
Vendor: CITY		Taylorsville Waterworks					
8/19parks	08/19/13	0154015780 wat.park utilit	08/19/13	19.89	.00	.00	19.89
Vendor Total: CITY				19.89	.00	.00	19.89
Vendor: CKFR		Central KY Fiber Resources					
00004223	08/19/13	0152174680 recycle baler	08/19/13	15,950.00	.00	.00	15,950.00
Vendor Total: CKFR				15,950.00	.00	.00	15,950.00
Vendor: CMS UNIF		CMS Uniforms Inc.					
10785	08/19/13	0151404810 ems unif,Coulter	08/19/13	124.85	.00	.00	124.85
10786	08/19/13	0151404810 ems unif boots	08/19/13	75.00	.00	.00	75.00
10798	08/19/13	0150154810 sher unif,A.Ware	08/19/13	77.90	.00	.00	77.90
10804	08/19/13	0151404810 ems uniform,K.Reece	08/19/13	72.93	.00	.00	72.93
10806	08/19/13	0151404810 ems unif,Limpp/Ulery	08/19/13	19.85	.00	.00	19.85
10994	08/19/13	0150154810 sher collarbars	08/19/13	6.95	.00	.00	6.95
11019	08/19/13	0150154810 sher unif,T.Tinsley	08/19/13	410.40	.00	.00	410.40
11030	08/19/13	0150154810 sher unif,McCleese	08/19/13	116.85	.00	.00	116.85
Vendor Total: CMS UNIF				904.73	.00	.00	904.73
Vendor: COUNTRY MT		Taylorsville Country Mart					
8/19_k9	08/19/13	0152054020 k9 dept dogfood	08/19/13	24.99	.00	.00	24.99
8/19maint	08/19/13	0150807210 maint/pk/recy water	08/19/13	39.91	.00	.00	39.91
8/19recycle	08/19/13	0152174680 recycle fuel	08/19/13	44.48	.00	.00	44.48
8/19sher	08/19/13	0150154550 sheriff fuel	08/19/13	272.10	.00	.00	272.10
Vendor Total: COUNTRY MT				381.48	.00	.00	381.48
Vendor: CREATRECYC		Creative Recycling					
86029	08/19/13	0152174680 e-scrap recycling	08/19/13	321.00	.00	.00	321.00
Vendor Total: CREATRECYC				321.00	.00	.00	321.00
Vendor: CSI		Custom Solutions Inc.					
1517-Aug2013	08/19/13	0150803380 computers lease	08/19/13	2,115.00	.00	.00	2,115.00
Vendor Total: CSI				2,115.00	.00	.00	2,115.00
Vendor: DEERE		John Deere Financial					
E84148	08/19/13	0152054020 k9 pet carrier	08/19/13	84.99	.00	.00	84.99
Vendor Total: DEERE				84.99	.00	.00	84.99
Vendor: DHILBERT		Danny Hilbert					

**SPENCER COUNTY
F18 PG734**

08/16/13
09:22AM

**Spencer County Fiscal Court
Open Invoice Report
As of August 16, 2013**

Page 3 of 6

General Fund

Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
8/19reimb	08/19/13	0150204450 coroner veh mat	08/19/13	42.27	.00	.00	42.27
		Vendor Total: DHILBERT		42.27	.00	.00	42.27
Vendor: DUPLICATOR		Duplicator Sales & Service Inc					
385268	08/19/13	0150803380 pz server contract	08/19/13	57.29	.00	.00	57.29
		Vendor Total: DUPLICATOR		57.29	.00	.00	57.29
Vendor: ERATLIFF		Erin R. Ratliff					
B.Curtsinger	08/19/13	0153105070 court-ordered fee	08/19/13	228.00	.00	.00	228.00
		Vendor Total: ERATLIFF		228.00	.00	.00	228.00
Vendor: FROMAN		W.T. Froman Drug					
8/19ems	08/19/13	0151405500 ems pharmaceut/supp	08/19/13	84.73	.00	.00	84.73
		Vendor Total: FROMAN		84.73	.00	.00	84.73
Vendor: GETSET		Get Set Graphics					
July2013	08/19/13	0150803380 website mainten	08/19/13	75.00	.00	.00	75.00
		Vendor Total: GETSET		75.00	.00	.00	75.00
Vendor: GLIC		Ky Local Issues Conference					
D.Goodlett	08/19/13	0191005690 conf registration	08/19/13	175.00	.00	.00	175.00
		Vendor Total: GLIC		175.00	.00	.00	175.00
Vendor: HILL		Hill Manufacturing Company					
775657-133	08/19/13	0151404450 ems cleaners	08/19/13	259.86	.00	.00	259.86
		Vendor Total: HILL		259.86	.00	.00	259.86
Vendor: KIESLER		Kiesler's Police Supply Inc.					
0702636	08/19/13	015015401A sher ammunitons	08/19/13	375.58	.00	.00	375.58
		Vendor Total: KIESLER		375.58	.00	.00	375.58
Vendor: KTREAS		Kentucky State Treasurer					
refund	08/19/13	0152174680 unused grantfunds	08/19/13	537.79	.00	.00	537.79
		Vendor Total: KTREAS		537.79	.00	.00	537.79
Vendor: KYSHASSOC		Kentucky Sheriff Association					
B.Stump	08/19/13	0191005690 2 conf registratns	08/19/13	485.00	.00	.00	485.00
		Vendor Total: KYSHASSOC		485.00	.00	.00	485.00
Vendor: KYUTIL		Kentucky Utilities					
8/19annex	08/19/13	0150865780 annex utilities	08/19/13	504.88	.00	.00	504.88
8/19cthse	08/19/13	0150805780 cthse utilities	08/19/13	2,400.88	.00	.00	2,400.88
8/19ems	08/19/13	0150855780 ems utilities	08/19/13	72.93	.00	.00	72.93
8/19occtax	08/19/13	0150475780 occtax utilities	08/19/13	135.63	.00	.00	135.63
8/19sheriff	08/19/13	0150155780 sheriff utilities	08/19/13	300.61	.00	.00	300.61
8/19zoning	08/19/13	0150705780 zoning utililites	08/19/13	345.26	.00	.00	345.26
		Vendor Total: KYUTIL		3,759.99	.00	.00	3,759.99
Vendor: L&W EE		L & W Emergency Equipment					
8330	08/19/13	0150155920 sher veh lights	08/19/13	333.72	.00	.00	333.72
		Vendor Total: L&W EE		333.72	.00	.00	333.72
Vendor: LCNI		The Spencer Magnet					

SPENCER COUNTY
F18 PG735

08/16/13
09:22AM

Spencer County Fiscal Court
Open Invoice Report
As of August 16, 2013

Page 4 of 6

General Fund

Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
8/19clerk	08/19/13	0150104450 clerk ads	08/19/13	401.80	.00	.00	401.80
8/19co	08/19/13	0150803020 misc co ads	08/19/13	304.00	.00	.00	304.00
8/19sheriff	08/19/13	0150153020 sheriff ads	08/19/13	346.00	.00	.00	346.00
8/19zoning	08/19/13	0150703020 zoning ads	08/19/13	243.10	.00	.00	243.10
Vendor Total: LONI				1,294.90	.00	.00	1,294.90
Vendor: LOGANS		Logan's					
8/19cthse	08/19/13	0150805710cths/annx floormats	08/19/13	403.98	.00	.00	403.98
8/19ems	08/19/13	0151405780 ems floormats	08/19/13	63.33	.00	.00	63.33
8/19pva	08/19/13	0150305780 pva floormats	08/19/13	63.66	.00	.00	63.66
8/19unif	08/19/13	0150805710 maint/pk/recy unif	08/19/13	419.62	.00	.00	419.62
Vendor Total: LOGANS				950.59	.00	.00	950.59
Vendor: LOU-METRO		Louisville Metro EMS					
4003	08/19/13	0151404450 ems training video	08/19/13	130.00	.00	.00	130.00
4027	08/19/13	0151404450 ems cpr cards	08/19/13	20.50	.00	.00	20.50
Vendor Total: LOU-METRO				150.50	.00	.00	150.50
Vendor: LOWES		Lowe's					
911929	08/19/13	0150807210 maint sandingdisk	08/19/13	18.03	.00	.00	18.03
912341	08/19/13	0151405860 ems paint	08/19/13	46.80	.00	.00	46.80
941219	08/19/13	0151405860 ems supplies	08/19/13	6.23	.00	.00	6.23
Vendor Total: LOWES				71.06	.00	.00	71.06
Vendor: LTLR		Let Them Live Rescue					
July2013	08/19/13	0152053150 k9 sheltering	08/19/13	2,000.00	.00	.00	2,000.00
Vendor Total: LTLR				2,000.00	.00	.00	2,000.00
Vendor: MMOODY		Mike Moody					
8/19reimb	08/19/13	0191005690 training expenses	08/19/13	106.08	.00	.00	106.08
Vendor Total: MMOODY				106.08	.00	.00	106.08
Vendor: MWE		Martin World Enterprises Inc.					
10060292	08/19/13	0150154450 sher recorder	08/19/13	74.97	.00	.00	74.97
10060296	08/19/13	0150204450 coroner camera,mem	08/19/13	405.93	.00	.00	405.93
10060335	08/19/13	0150154450 sher mem card	08/19/13	24.99	.00	.00	24.99
Vendor Total: MWE				505.89	.00	.00	505.89
Vendor: NAPA		NAPA Auto Parts					
8/19bidg	08/19/13	0151154550 bdginsp shocks	08/19/13	46.44	.00	.00	46.44
8/19erns	08/19/13	0151404430 ems calipers,brakes	08/19/13	496.30	.00	.00	496.30
8/19maint	08/19/13	0150807210 mainten grinder	08/19/13	53.93	.00	.00	53.93
8/19sheriff	08/19/13	0150155920 sher battery,wipers	08/19/13	235.43	.00	.00	235.43
Vendor Total: NAPA				832.10	.00	.00	832.10
Vendor: NCDHD		North Central District					
899	08/19/13	0151405500 ems physicals	08/19/13	40.00	.00	.00	40.00
899	08/19/13	0152174680 recy empl vaccines	08/19/13	80.00	.00	.00	80.00
Vendor Total: NCDHD				120.00	.00	.00	120.00
Vendor: PRIORITY1		Priority 1, Inc.					
R.Cheek	08/19/13	0191005690 class registratr	08/19/13	99.00	.00	.00	99.00

SPENCER COUNTY
F18 PG736

08/16/13
09:22AM

Spencer County Fiscal Court
Open Invoice Report
As of August 16, 2013

Page 5 of 6

General Fund

Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
Vendor Total: PRIORITY1				99.00	.00	.00	99.00
Vendor: QK4	Qk4						
52920	08/19/13	0150803090 engineering work	08/19/13	1,375.00	.00	.00	1,375.00
Vendor Total: QK4				1,375.00	.00	.00	1,375.00
Vendor: QUADMED	Quad Med Inc.						
77995	08/19/13	0151405500 ems b.p.supplies	08/19/13	270.30	.00	.00	270.30
78060	08/19/13	0151405500 ems e.t.tubes	08/19/13	23.18	.00	.00	23.18
78140	08/19/13	0151405500 ems iv caths	08/19/13	328.05	.00	.00	328.05
78269	08/19/13	0151405500 ems bandages,brace	08/19/13	376.45	.00	.00	376.45
78325	08/19/13	0151405500 ems medic supplies	08/19/13	79.00	.00	.00	79.00
Vendor Total: QUADMED				1,076.98	.00	.00	1,076.98
Vendor: RCHEEK	Ronald Cheek						
8/19mileage	08/19/13	0191005690 kcjea conf mileage	08/19/13	84.60	.00	.00	84.60
Vendor Total: RCHEEK				84.60	.00	.00	84.60
Vendor: ROPPELS	Roppel Industries Inc.						
1-340301	08/19/13	0151404430 med1 repair	08/19/13	214.00	.00	.00	214.00
Vendor Total: ROPPELS				214.00	.00	.00	214.00
Vendor: SCEX	Spencer County Extension						
Sept2013	08/19/13	0151406020 payment #8	08/19/13	1,875.00	.00	.00	1,875.00
Vendor Total: SCEX				1,875.00	.00	.00	1,875.00
Vendor: SCROAD	Spencer County Road Fund						
8/19ems	08/19/13	0151404550 ems veh oil	08/19/13	649.90	.00	.00	649.90
8/19sher	08/19/13	0150154550 sher veh oil	08/19/13	715.00	.00	.00	715.00
Vendor Total: SCROAD				1,364.90	.00	.00	1,364.90
Vendor: SCTOURISM	Spencer County Tourism Comm.						
8/19receipts	08/19/13	0154205660 tourism rm receipts	08/19/13	206.73	.00	.00	206.73
Vendor Total: SCTOURISM				206.73	.00	.00	206.73
Vendor: SHCOULTER	Sherrie Coulter						
8/19mileage	08/19/13	0150105760 training mileage	08/19/13	36.40	.00	.00	36.40
Vendor Total: SHCOULTER				36.40	.00	.00	36.40
Vendor: SHERIFF	Spencer County Sheriff						
mechanic	08/19/13	0150801470 mechanic work,44hrs	08/19/13	1,365.76	.00	.00	1,365.76
Vendor Total: SHERIFF				1,365.76	.00	.00	1,365.76
Vendor: SOFTW MGMT	Software Management LLC						
19577	08/19/13	0150104450 clerk compu program	08/19/13	2,894.00	.00	.00	2,894.00
Vendor Total: SOFTW MGMT				2,894.00	.00	.00	2,894.00
Vendor: SRECC	Salt River Electric						
8/19_k9	08/19/13	0152055780 k9 dept utilities	08/19/13	95.02	.00	.00	95.02
8/19ems	08/19/13	0151405780 ems utilities	08/19/13	712.91	.00	.00	712.91
8/19mainten	08/19/13	0150855780 maint bldg utilit.	08/19/13	285.07	.00	.00	285.07
8/19parks	08/19/13	0154015780 parks utilities	08/19/13	549.01	.00	.00	549.01
8/19recycle	08/19/13	0152175780 recycle utilities	08/19/13	67.94	.00	.00	67.94

08/16/13
09:22AM

Spencer County Fiscal Court
Open Invoice Report
As of August 16, 2013

Page 6 of 6

General Fund

Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
8/19tower	08/19/13	0151363480 tower utilities	08/19/13	137.72	.00	.00	137.72
Vendor Total: SRECC				1,847.67	.00	.00	1,847.67
Vendor: STATEINDUS		State Industrial Products					
96379480	08/19/13	0151405500 ems cleaners	08/19/13	392.83	.00	.00	392.83
Vendor Total: STATEINDUS				392.83	.00	.00	392.83
Vendor: STERICYCLE		Stericycle, Inc.					
4004316043	08/19/13	0151405780 ems hazmat disposal	08/19/13	571.11	.00	.00	571.11
Vendor Total: STERICYCLE				571.11	.00	.00	571.11
Vendor: TRACTORSUP		Tractor Supply					
100214395	08/19/13	0154014670 parks weedsprayer	08/19/13	89.98	.00	.00	89.98
Vendor Total: TRACTORSUP				89.98	.00	.00	89.98
Vendor: TRW		Thomson Reuters-West					
827723666	08/19/13	0150153480 sher CLEAR, July 2013	08/19/13	124.20	.00	.00	124.20
Vendor Total: TRW				124.20	.00	.00	124.20
Vendor: VMATTINGLY		Vincent Mattingly					
8/19mileage	08/19/13	0150475920 enforcemt mileage	08/19/13	153.22	.00	.00	153.22
Vendor Total: VMATTINGLY				153.22	.00	.00	153.22

* These invoices are on hold.

Report Total:	Invoices	51,133.35
	Open Credits	.00
	Less Discounts Available	.00
	Net Balance Due	51,133.35

*** Report Options ***

Vendors: ALL
 Invoice Dates: ALL
 Status: All
 Accounts: 0149090000 to 01GROSS
 As Of: Current Date (08/16/2013)
 *** End of Report ***

SPENCER COUNTY
F18 PG738

08/16/13
09:24AM

Spencer County Fiscal Court
Open Invoice Report
As of August 16, 2013

Page 1 of 2

Road Fund

Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
Vendor: A&MOIL		A & M Oil Company					
8/20road	08/20/13	0261054550 road fuels	08/20/13	5,506.34	.00	.00	5,506.34
Vendor Total: A&MOIL				5,506.34	.00	.00	5,506.34
Vendor: AUTOZONE		Auto Zone					
4547641009	08/20/13	0261055920 truck5 starter	08/20/13	161.49	.00	.00	161.49
4547645222	08/20/13	0261055920 truck1 gasket, oil	08/20/13	43.36	.00	.00	43.36
4547645799	08/20/13	0261054750 rachets, sockets	08/20/13	42.27	.00	.00	42.27
4547645948	08/20/13	0261054750 extension bars	08/20/13	18.88	.00	.00	18.88
4547648218	08/20/13	0261054550 truck1 transm fluid	08/20/13	45.52	.00	.00	45.52
4547648326	08/20/13	0260155920 truck1 ujoint	08/20/13	16.90	.00	.00	16.90
4547648410	08/20/13	0261055920 truck1 seal	08/20/13	17.09	.00	.00	17.09
4547652163	08/20/13	0261054550 oils, filters	08/20/13	44.57	.00	.00	44.57
4547653750	08/20/13	0261055920 brakepads	08/20/13	23.65	.00	.00	23.65
4547653835	08/20/13	0261055920 brakepads	08/20/13	23.65	.00	.00	23.65
4547653899	08/20/13	0261054550 motor treatment	08/20/13	10.22	.00	.00	10.22
4547653926	08/20/13	0261055920 brake calipers	08/20/13	59.51	.00	.00	59.51
4547654214	08/20/13	0261055920 brake calipers	08/20/13	59.51	.00	.00	59.51
4547658172	08/20/13	0261055920 tire valves	08/20/13	6.01	.00	.00	6.01
Vendor Total: AUTOZONE				572.63	.00	.00	572.63
Vendor: BENGAS		Bennett's Gas Company					
8/20road	08/20/13	0261055780 road propane	08/20/13	12.00	.00	.00	12.00
Vendor Total: BENGAS				12.00	.00	.00	12.00
Vendor: CCSI		California Contractors Supply					
JJ78972	08/20/13	0261054690 sign barrier	08/20/13	179.70	.00	.00	179.70
Vendor Total: CCSI				179.70	.00	.00	179.70
Vendor: COUNTRY MT		Taylorsville Country Mart					
8/20road	08/20/13	0261054450 rd dept waters	08/20/13	23.94	.00	.00	23.94
Vendor Total: COUNTRY MT				23.94	.00	.00	23.94
Vendor: CWLE		County Wide Lawn Equipment					
8267612	08/20/13	0261054470 chainsaw mainten	08/20/13	75.74	.00	.00	75.74
9090572	08/20/13	0261054470 weedeater mainten	08/20/13	79.53	.00	.00	79.53
9090573	08/20/13	0261054470 weedeater mainten	08/20/13	39.50	.00	.00	39.50
Vendor Total: CWLE				194.77	.00	.00	194.77
Vendor: G & C		G & C Supply Co. Inc.					
6509234	08/20/13	0261054690 signs vinyl	08/20/13	503.51	.00	.00	503.51
Vendor Total: G & C				503.51	.00	.00	503.51
Vendor: HUBER		Huber Tire Inc.					
30-19508	08/20/13	0261054790 tire balance	08/20/13	48.00	.00	.00	48.00
30-19682	08/20/13	0261054790 tire	08/20/13	205.66	.00	.00	205.66
Vendor Total: HUBER				253.66	.00	.00	253.66
Vendor: LFLW		Limestone Farm Lawn Worksite					
3017635	08/20/13	0261054670 valve check	08/20/13	35.75	.00	.00	35.75
Vendor Total: LFLW				35.75	.00	.00	35.75

SPENCER COUNTY
F18 PG739

08/16/13
09:24AM

Spencer County Fiscal Court
Open Invoice Report
As of August 16, 2013

Page 2 of 2

Road Fund

Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
Vendor: LOGANS		Logan's					
8/20road	08/20/13	0261055780 rd uniforms rental	08/20/13	636.93	.00	.00	636.93
				Vendor Total: LOGANS	636.93	.00	636.93
Vendor: LOWES		Lowe's					
911095	08/20/13	0261054470 gascans	08/20/13	129.84	.00	.00	129.84
				Vendor Total: LOWES	129.84	.00	129.84
Vendor: MDELECTRIC		MD Electric Company					
9538	08/20/13	0261057420 emerg lighting work	08/20/13	548.00	.00	.00	548.00
				Vendor Total: MDELECTRIC	548.00	.00	548.00
Vendor: MWE		Martin World Enterprises Inc.					
10060500	08/20/13	0261054450 comp dustremover	08/20/13	7.99	.00	.00	7.99
				Vendor Total: MWE	7.99	.00	7.99
Vendor: RUMPKE		Rumpke					
1722674	08/20/13	0261055780 litter dumpster	08/20/13	1,328.89	.00	.00	1,328.89
				Vendor Total: RUMPKE	1,328.89	.00	1,328.89
Vendor: SRECC		Salt River Electric					
8/20road	08/20/13	0261055780 road utilities	08/20/13	407.77	.00	.00	407.77
				Vendor Total: SRECC	407.77	.00	407.77
Vendor: TRUCKPRO		TruckPro, Inc.					
063-0215555	08/20/13	0261055920 transmission	08/20/13	1,960.37	.00	.00	1,960.37
				Vendor Total: TRUCKPRO	1,960.37	.00	1,960.37

* These invoices are on hold.

Report Total:	Invoices	12,302.09
	Open Credits	.00
	Less Discounts Available	.00
	Net Balance Due	12,302.09

08/16/13
09:25AM

Spencer County Fiscal Court
Open Invoice Report
As of August 16, 2013

Page 1 of 1

Jail Fund

Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
Vendor: 3HERDA		Darrell Herndon					
8/21reimb	08/21/13	0351013990 prisoner meals	08/21/13	78.02	.00	.00	78.02
				Vendor Total: 3HERDA	78.02	.00	78.02
Vendor: CLINICAL		Clinical Solutions					
SHPSHELSP	08/21/13	MEDICAL	08/21/13	239.64	.00	.00	239.64
				Vendor Total: CLINICAL	239.64	.00	239.64
Vendor: SCODET		Shelby County Detention Center					
030713	08/21/13	JULY 2013 HOUSING	08/21/13	14,734.00	.00	.00	14,734.00
				Vendor Total: SCODET	14,734.00	.00	14,734.00

* These invoices are on hold.

Report Total:	Invoices	15,051.66
	Open Credits	.00
	Less Discounts Available	.00
	Net Balance Due	15,051.66

*** Report Options ***
Vendors: ALL
Invoice Dates: ALL
Status: All
Accounts: 0350801770 to 03GROSS
As Of: Current Date (08/16/2013)
*** End of Report ***

ADDITIONAL INVOICES AND TRANSFERS

GENERAL FUND INVOICES/TRANSFERS

U.S.Postmaster	Misc: Judge,sheriff,treasurer postage	184.00
Ky Co Clerks Association	0150105760: association monthly meeting	12.00
Crop Production Services	0154014670: parks spray chemicals	100.00
Ky Occupat License Assoc	0150475690: conference registration	175.00
Aaron Benson	0150154450: replace damaged property	42.27
Jerry Davis	0194002120: 3 HB810 training units	2888.97

Transfer \$2000 to 0150855780 (other bldgs utilities) from 0192009990 (reserves)

ROAD FUND INVOICES/TRANSFERS

Elwood Maddox Jr	0261054470 reimburse boots allowance	75.00
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Transfer \$500 to 0261057420 (capital proj-bldgs) from 0261055780 (road utilities)

<u>Cash Balances:</u>	<u>General Fund</u>	<u>Road Fund</u>	<u>Jail Fund</u>
6/29/2012	\$978,436.14	\$158,021.81	\$51,774.08
8/1/2012	\$1,123,464.33	\$217,271.32	\$92,012.76
8/30/2012	\$961,213.34	\$839,977.60	\$50,134.19
9/30/2012	\$776,529.59	\$774,091.18	\$42,286.47
10/31/2012	\$873,865.54	\$727,441.16	\$27,713.53
11/21/2012	\$682,738.67	\$662,001.21	\$31,536.90
12/28/2012	\$1,213,948.14	\$207,309.99	\$21,169.35
1/31/2013	\$1,403,435.02	\$675,332.43	\$29,568.56
2/28/2013	\$1,345,792.38	\$620,978.00	\$40,797.24
3/31/2013	\$994,264.51	\$543,470.02	\$68,678.55
4/30/2013	\$1,262,115.24	\$419,360.09	\$53,765.77
5/30/2013	\$1,129,020.15	\$348,374.51	\$32,574.41
6/27/2013	\$786,192.54	\$201,267.02	\$48,869.14
7/31/2013	\$710,017.30	\$124,336.89	\$62,868.67
8/9/2013	\$763,085.40	\$848,276.26	\$60,377.62

- On the motion of Esq. Judd, seconded by Esq. Cheek, with all members of the Court present voting "aye", it is hereby ordered to approve all transfers and pay all bills.

2. Zoning, readings and recommendations.

SPENCER COUNTY
F18 PG741

PUBLIC NOTICE

Please take notice that the Fiscal Court of Spencer County on the 19th day of August 2013 passed the following ORDINANCES:

1. On motion of Esq. Cheek, second by Esq. Judd all members of the court voting "Aye", it is hereby ordered by the court to Approve the zone change request of James and Linda Bennett on a 3.846 acre tract of land from AG-1, agricultural to R-1, residential property located at 1106 Love Lane based on the findings of fact presented by the planning & zoning commission.
 2. On motion of Esq. Goodlett, second by Esq. Davis all members of the court voting "Aye", it is hereby ordered by the court to Approve the zone change request of Roy Douglas and Kathryn Goodlett on a 1.055 acre tract of land from AG-1, agricultural to R-3, residential on property located on Little Elk Road based on the findings of fact presented by the planning & zoning commission. Binding Element: No singlewides allowed on the property.
 3. On motion of Esq. Davis, second by Esq. Goodlett all members of the court voting "Aye", it is hereby ordered by the court to Approve the zone change request of Griesser Properties, LLC on a 1.5+/- acre tract of land located at 644 Dale Lane from R-1, single family residential to R-2, multi family residential based on the findings of fact presented by the planning & zoning commission. Binding Elements as follows: 6'x6' covered porch on front of each unit, 10'x10' deck on rear of each unit, parking spaces expanded to accommodate 12 vehicles, convert crawl space to garage style storage, pave 20 feet apron of existing entrance, landscaping and minimum of one shrub per parking space.
-
- On the motion of Esq. Cheek, seconded by Esq. Judd, with all members of the Court present voting "aye", it is hereby ordered to grant the zoning request of Linda and James Bennett.
 - On the motion of Esq. Goodlett, seconded by Esq. Davis, with all members of the Court present voting "aye", it is hereby ordered to grant the zoning request of Roy Douglas and Kathryn Goodlett.
 - On the motion of Esq, Davis, seconded by Esq. Goodlett, withal members of the Court voting "aye", except Judge Executive Karrer, who voted "nay", it is hereby ordered to grant the zoning request of Griesser Properties, LLC.
-
3. Multi-Purpose Community Action Agency request letter.



Multi-Purpose Community Action Agency, Inc.

Administration Offices
213 Washington Street • P.O. Box 305
Shelbyville, KY 40066-0305
Phone (502) 633-7162 • FAX (502) 633-7254

August 9, 2013

Honorable Bill Karrer
Spencer County Judge Executive
P.O. Box 397
Taylorsville KY 40071

RECEIVED
AUG 12 2013
SPENCER COUNTY
JUDGE EXECUTIVE

Dear Judge Karrer and Fiscal Court Members:

Thank you very much for your support for Multi-Purpose Community Action Agency in the past and especially your exceptional support for this current fiscal year. Without the support from our fiscal courts and volunteers we could not provide the needed services to our clients.

On behalf of the Board of Directors of Multi-Purpose, I am requesting the annual appropriation of \$30,000 or the percentage of the annual allocation that you can authorize to release at this time to supplement the services we provide in Spencer County. All the programs provided by Multi-Purpose need to be matched by at least ten percent and some as much as forty percent.

Thank you in advance for the allocation and for all you do for the people of Spencer County.

Sincerely,

Kim Embrey-Hill
Executive Director



Family Service Centers (502) • Bullitt County 543-4077 • Shelby County 633-6371 • Spencer County 477-8296
Senior Centers (502) • Shepherdsville 543-3455 • Shelbyville 633-2218 • Taylorsville 477-8296
Adult Day Care 633-2218 • Love S.M.A.R.T. 633-7162



The County Judge explained that the County had \$30,000.00 budgeted for the Community Action Agency, and they were requesting the release of the funds.

- On the motion of Esq. Cheek, seconded by Esq. Judd, with all members of the Court present voting "aye", it is hereby ordered to approve the release of \$30,000.00 for the Community Action Agency.
4. Ordinance 2 (2014 series) for 2013/2014 county property tax rates, first reading.

Spencer County, Kentucky
Ordinance No. 2
Fiscal Year 2014 Series

An Ordinance Relating to Certification of the County Tax Rates

Be It Ordained and certified by the Fiscal Court of Spencer County, Commonwealth of Kentucky that on this date, 19 August, the Fiscal Court voted to levy a tax rate of 88 cents per \$100 of assessed value on all Real Property within the County of Spencer for tax year 2013; and

Be It Further Ordained and certified by the Fiscal Court of Spencer County that on this date, the Court voted to levy a tax rate of 88 cents per \$100 of assessed value for all Personal Property, including motor vehicles and watercrafts, within the County of Spencer for calendar year 2013; and

Be It Further Ordained and certified by the Fiscal Court of Spencer County that on this date the Court hereby acknowledges, with no changes for tax year 2013, the franchise rate of 0.025% on all deposits maintained by financial institutions within the County of Spencer, as defined in Chapter 136 of the Kentucky Revised Statutes.

Given first reading and approval on 19 August 2013.

Given second reading and adopted on 4 September 2013.

Bill Karrer
Spencer County Judge Executive

Attest:

Lynn Hesselbrock
Lynn Hesselbrock
Spencer Fiscal Court Clerk

- On the motion of Esq. Goodlett, seconded by Esq. Cheek, with all members of the Court voting "aye", it is hereby ordered to approve the first reading of the Spencer County property tax rates.
5. Ordinance 3 (2014 series) to repeal the 4% insurance premiums fee, first reading.

Spencer County, Kentucky
Ordinance No. 3
Fiscal Year 20 14 Series

An Ordinance Repealing License fee on insurance companies

This is an Ordinance Relating to the repeal of Ordinance No. 7, Series 2008, pertaining to the imposition and administration of a license fee on insurance premiums within Spencer County, Kentucky. Ordinance No. 7, Series 2008, was enacted on the 24th day of September, 2007, whereby a license fee of four percent (4%) of the premiums actually collected by such company within each calendar quarter by reason of the issuance of such policies on risks located within Spencer County, Kentucky, was imposed upon insurance companies beginning July 1, 2008.

Therefore, Be It Ordained by the Fiscal Court of Spencer County, Commonwealth of Kentucky that this Court no longer desires to collect the four percent (4%) license fee, to be effective 30 June, 2013, 2014

Given first reading and approval on 19 August 2013.

Given second reading and adoption on 4 September 2013

Bill Karrer
Spencer County Judge Executive

Attest:

Lynn Hesselbrock
Lynn Hesselbrock
Spencer Fiscal Court Clerk

- On the motion of Esq. Moody, seconded by Esq. Davis, with all members of the Court present voting "aye", except Judge Executive Karrer, who voted "nay", it is hereby ordered to approve the first reading of Ordinance # 3 (2014 series)
6. Ordinance # 4 (2014 series) implementing a 3% insurance premiums fee, first reading.

COUNTY OF SPENCER
ORDINANCE NO. 4
FISCAL YEAR 2014 SERIES

LICENSE FEE ON INSURANCE COMPANIES

AN ORDINANCE RELATING TO THE IMPOSITION AND
ADMINISTRATION OF A LICENSE FEE ON INSURANCE PREMIUMS
WITHIN SPENCER COUNTY, KENTUCKY.

WHEREAS, the Fiscal Court of Spencer County, Commonwealth of Kentucky, has deemed it necessary to impose an insurance license fee on insurance premiums within Spencer County, Kentucky.

NOW, THEREFORE, BE IT ORDAINED by the Fiscal Court of Spencer County, Kentucky, the following:

Section 1. IMPOSITION OF LICENSE FEE.

There is hereby imposed on insurance companies a license fee, as set out in Section 3 of this Ordinance, for the privilege of engaging in the business of insurance within Spencer County, Kentucky, beginning 1 July 2014, and thereafter on a fiscal year basis.

Section 2. PURPOSE OF LICENSE FEE.

The revenue created from the imposition of this insurance premium license fee ordinance shall be used for the general revenue purpose of Spencer County, Kentucky.

Section 3. AMOUNT OF FEE FOR COMPANIES ISSUING POLICIES OTHER THAN LIFE INSURANCE.

The license fee imposed upon each insurance company which issues any insurance policy which is not a life or health insurance policy shall be three percent (3%) of the premiums actually collected by such company within each calendar quarter by reason of the issuance of such policies on risks located within Spencer County, Kentucky, on those classes of business which such company is authorized to transact, less all premiums returned to policy holders. The fee shall include the premiums on new policies and contracts of insurance and on renewal business, as well as all other classes of premiums. Any license fee imposed upon premium receipts shall not include premiums received for insuring employers against liability for personal injuries to their employees, or death caused thereby, under the provisions of the Worker's Compensation Act.

Section 4. DUE DATE; INTEREST.

All license fees imposed by this ordinance shall be due not later than thirty (30) days after the end of each calendar quarter. Any license fee not paid on or before the due date shall bear interest at the tax interest rate under KRS 131.010(6) from the date due until paid.

Section 5. WRITTEN BREAKDOWN OF COLLECTIONS.

Every insurance company subject to the license fees imposed by this ordinance shall annually, by March 31, furnish Spencer County with a written breakdown of all collections in the preceding calendar year for the following categories of insurance.

- (A) Casualty.
- (B) Automobile.
- (C) Inland marine.
- (D) Fire and allied perils.

Section 6. COLLECTION OF LICENSE FEE; RECORD.

It shall be the duty of the Spencer County License Fee Collector to collect and account for the license fees imposed by this chapter. The Spencer County License Fee Collector shall keep records showing the amount received from each licensee and the date of such receipt. The Spencer County License Fee Collector is hereby directed to transmit a copy of this ordinance, and any amendment thereto, to the Commissioner of Insurance, Commonwealth of Kentucky.

Given first reading and approval on 19 August 2013.

Given second reading and adoption on 4 September 2013.

Bill Karrer, County Judge Executive
Spencer County Fiscal Court

Attest:

Lynn Hesselbrock
Lynn Hesselbrock
Spencer Fiscal Court Clerk

- On the motion of Esq. Moody, seconded by Esq. Davis, with all members of the Court present voting "aye", it is hereby ordered to approve the first reading of Ordinance #4 (2014 series)
- On the motion of Esq. Goodlett, seconded by Esq. Cheek, with all members of the Court present voting "aye", it is hereby ordered to adjourn this meeting at 8:35 pm.

Bill Karrer
Judge Executive, Bill Karrer

9 Sept. 2013
Date