

SPENCER COUNTY FISCAL COURT

Monday, March 7, 2016

9:00am

Fiscal Court Meeting Room
28 East Main Street

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.
- G. Communications from County Judge Executive
 - 1. Arnie Mueller, Historical Society
- H. Communications/reports from Members, Other Offices, and Committees
 - 1. Solid Waste committee
 - 2. Veterans committee, resolution
 - 3. Building & Grounds committee
 - 4. Zoning, readings and recommendations
 - 5. Sheriff's office, deputies salary maximum for 2016
 - 6. County Clerk:
 - a. final settlement for 2015
 - b. revenue grant
 - 7. Road dept performance pay raises
 - 8. Recycling skidsteer tires/wheels quotes
- I. Old Business
 - 1. Repair estimate for road department lighting
 - 2.
- J. New Business
 - 1. Interlocal agreement with Louisville Metro Government
 - 2. Memorandum of Understanding with City of Taylorsville and Spencer Fire District
 - 3. Contract for inspection services
 - 4. Shelby County Detention Center rate increase

5. Set County Road Aid hearing for April 4
6. Review and Approval of Expenditures, Purchases, Invoices, and Transfers

K. Adjournment

ANNOUNCEMENTS, COMMUNITY EVENTS and TRAINING OPPORTUNITIES

KMCA Spring Conference

March 17-19, 2016
Galt House, Louisville

Floodwall election

April 4, 2016

Priority One classes

“Parliamentary Procedure” April 8, in Lexington
“Duties of Elected Officials” May 4 in Corbin

KACo Leadership Institute – April

Planning & Zoning for Counties, Apr 20 in Gilbertsville

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

**SPENCER COUNTY FISCAL COURT
MONDAY, MARCH 7, 2016, 9:00 AM
FISCAL COURT MEETING ROOM, 28 EAST MAIN STREET
MINUTES**

A. OPENING PRAYER

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

B. PLEDGE OF ALLEGIANCE TO THE US AND KENTUCKY FLAGS

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

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

E. REVIEW AND APPROVAL OF THE MINUTES FROM THE FEBRUARY 15, 2016 FISCAL COURT MEETING.

- 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 February 15, 2016 Fiscal Court meeting with any changes being made.
- On the motion of Esq. Bayers, seconded by Esq. Williams, with all members present voting 'aye', it is hereby ordered to approve the minutes from the Special Fiscal Court meeting of March 2, 2016 with any corrections being made.

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

There were no comments from citizens, but the Judge introduced Mr. Robert Augustine, who is Senator Rand Paul's Field Representative. Mr. Augustine did not speak.

G. COMMUNICATIONS FROM THE COUNTY JUDGE EXECUTIVE

1. The Judge introduced Mr. Arnie Mueller who spoke on behalf of the restoration of the Stidger House. Mr. Mueller stated that the home had been accepted into the National Register of Historical Buildings. Mr. Mueller gave a short history of the house and the efforts to restore and promote the house as a vehicle for tourism. He stated that he came before the Court with a three pronged approach.
 - 1) restore the house
 - 2) get the museum started
 - 3) tie everything together, possibly garner the support of Fiscal Court, and get the museum and possible tourism site up and running.
2. The Judge made note that the County Attorney was not present due to a medical condition. The County Treasurer was not present due to his attendance at a funeral.
3. The Judge urged the Court to keep up with legislative updates provided by KACO through Ms. Shellie Hampton.

4. The Judge stated that the new Ford 550 truck for the Road Department had been delivered and asked if all the magistrates had seen it yet.
5. The Judge informed the Court that the County Road Aid as well as the 80/20 program would continue as before.

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

1. Solid waste committee.
Esq. Judd stated that he did not have anything to report. Ms. Karen Spencer came before the Court to display the new signs made that inform County residents that dumping was illegal and that the County was going to start prosecuting violators. Ms. Karen Spencer stated that the Recycling Department needed tires for the skidsteer because the tires that had been ordered with the skidsteer were too small. The best estimate was from Limestone Farm, Lawn and Worksite for \$1817.00 plus shipping of \$150.00. Discussion ensued regarding picking up the tires and eliminating the shipping expense.
 - 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 four new tires for the Recycling Department skidsteer from Limestone Farm, Lawn and Worksite for \$1817.00.
2. Veteran's committee, resolution.
Discussion ensued regarding the collection and disbursement of funds for placing memorial plaques on the Veteran's Memorial. There was no longer a VFW post in Spencer County and the Veteran's Committee wanted the Judge's office to handle the collection and disbursement process for the plaques. The resolution would authorize the Treasurer to handle the financial aspects relating to the plaques.

Spencer County, Kentucky
Resolution No. 8
Fiscal Year 2016 Series

A Resolution In Support of Maintaining Veterans Memorial

Whereas, a memorial to honor Spencer County veterans for many years has been a prominent focal point in the town square; and

Whereas, the local VFW post for many years oversaw the subject memorial and collected funds for maintaining and adding veterans name plates to it; and

Whereas, the local VFW post relinquished their charter and no longer oversees the memorial; and

Whereas, the maintenance and oversight of the subject memorial is something we the members of Fiscal Court desire to continue;

Now Therefore, Be It Resolved by the Fiscal Court of Spencer County that the Court hereby authorizes the county treasurer to receive donated funds for maintenance and other costs and funds collected for additional names to be place on the memorial wall and to create a line item in General Fund Receipts for those funds, and to create a line item in General Fund Appropriations to expend funds for maintenance and other costs pertaining to the memorial.

AYES
David E Goodlett
John Williams
Alfred H. ...
[Signature]
Collin Rogers

NAYS

So Resolved by vote taken on this the 7th day of March, 2015.

[Signature]
John Riley, Spencer County Judge Executive

Attest: *Lynn Hesselbrock*
Lynn Hesselbrock, Spencer Fiscal Court Clerk

- On the motion of Esq. Bayers, seconded by Esq. Williams, with all members of the Court present voting 'aye', it is hereby ordered to approve Resolution No. 8, 2016 series, a resolution in support of maintaining the Veteran's Memorial.
3. Building and Grounds committee.
- a. Mr. Darrell Herndon came before the Court with two quotes for gutters for the rear of the concession stand at Ray Jewell Park and the rear of the Occupational Tax Building. The bids were from Blais Home Improvements and Siding by Clayton.
 - On the motion of Esq. Williams, seconded by Esq. Bayers, with all members of the Court present voting 'aye', it is hereby ordered to approve the installation of gutters to the rear of the concession stand at Ray Jewell Park by Siding by Clayton for \$250.00.
 - 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 installation of gutters to the rear of the Occupational Tax building by Siding by Clayton for \$225.00.

b. The Judge stated that he and the County Clerk had met with Mr. Terry Gray to discuss the issue of security cameras for the exterior of the Court house and the interior hallways of the Court house. The Judge said the rough estimate was around \$5,000.00 for the security cameras. The Clerk stated that she already had cameras in her office, and that she would investigate installing a hard drive in her DVR in order to record. This would be paid for with the revenue grant received earlier this month.

c. Esq. Williams stated that Mr. James Williams had passed away. He also stated that Nancy Reagan had passed away. He noted that the KMCA Spring conference would be held March 17-20. Esq. Williams went on to announce that the Floodwall elections would take place on April 4th. The Judge stated that he would be adding committee reports to the agenda. He said that the magistrates were paid to participate on the committees. He asked Esq. Rogers if he had any update on the ADA committee. Esq. Rogers said he had nothing to report. **The County Attorney arrived at the Fiscal Court meeting at 10:00 am.**

d. Equipment committee.

The Judge stated that the issue of needing two new tires for the backhoe at the Road Department came up Friday afternoon. He was seeking a motion to purchase two new tires at the cost of approximately \$480.00 per tire. Esq. Judd said to be safe, the motion should be to spend up to \$1000.00

- On the motion of Esq. Judd, seconded by Esq. Goodlett, with all members of the Court present voting 'aye', it is hereby ordered to spend up to \$1000.00 to replace two tires on the backhoe at the Road Department.

e. Timeclocks

Esq. Bayers stated that he had done some research on the timeclocks and that the model he had looked into was compatible with most payroll software, and if it was not, the equipment could print off payroll detail reports. The Judge stated that he would have the timeclock issue placed on the agenda for the next meeting.

4. Zoning readings and recommendations.
There was one second reading.

PUBLIC NOTICE

Please take notice that the Fiscal Court of Spencer County on the 7th day of March 2016 passed the following ORDINANCES:

1. On motion of Esq. Rogers, second by Esq. Goodlett with all members of the court voting "Aye", it is hereby ordered by the court to Approve the zone change request of John Sears by Lisabeth Sears Blair, Administratrix on 3.211 acres from AG-1, agricultural to R-1, residential for property located at 91 Deerwood Drive based on the recommendation and findings of fact presented by the Planning & Zoning Commission.

Attest: Lynn Hesselbrock
Clerk Spencer County Fiscal Court

John Riley
Spencer County Judge/Executive

- 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 zoning request of Lisabeth Sears Blair based on the recommendation and findings of fact presented by the Planning and Zoning Commission.
5. Sheriff's office: deputy salary maximum for 2016.
There was brief discussion concerning the Sheriff's salary cap but no action was taken.
 6. County Clerk:
 - a. final settlement for 2015

SPENCER COUNTY
F21 PG262

SPENCER COUNTY
FINANCIAL STATUS
CURRENT

Print Date: 3/2/2016 9:49 am
Page 1 of 3

Receipt Start: 1/1/2015 Receipts End: 12/31/2015 Period: 1/1/2015 thru 12/31/2015 using expense date for Accounts 15G - 15G

REVENUE:	
FROM STATE & COUNTY:	
Registration of Voters	\$86.75
Prepare Tax Bills	\$7,431.30
HB 537 SPECIAL REVENUE	\$65,766.83
Board of Supervisors, Appeals	\$100.00
Grants Library & Archives	
Voter Personnel Reimbursement	\$5,122.65
Salary, Clerk of Fiscal Court	\$1,150.00
County Reimbursement	
Election Commissioner	\$700.00
Other - Candidate Filing Fee	\$40.00
FEES FROM TAXES & LICENSES:	
Motor Vehicle Licenses	\$583,373.30
Motor Vehicle Usage Taxes	\$1,070,884.30
Motor Vehicle Notary Fees	\$6,932.00
Motor Vehicle Lien Release Fees	\$13,902.00
Motor Vehicle Property Tax - Motax	\$1,822,017.81
Delinquent Taxes	\$114,335.96
Hunting & Fishing Licenses	\$3,081.00
Marriage Licenses	\$3,585.50
Miscellaneous Licenses	
Deed Transfer Taxes	\$84,239.00
HOUSING TRUST FUND	\$20,784.00
Other	\$2,168.73
RECORDING FEES:	
Deeds & Power Of Attorney	\$12,419.00
Real Estate Mortgages	\$39,184.00
Chattel Mortgages	\$49,588.00
Wills & Estates	\$432.00
Releases	\$7,507.00
Liens	\$4,432.00
Fixture Filing	\$60.00
Leases	\$23.00
Miscellaneous Recordings	\$3,276.00
POSTAGE & COPY WORK	\$6,231.57
REFUNDS & OVERPAYMENTS	\$28,630.48
TOTAL SALES	\$3,957,484.18
MISCELLANEOUS BANK TRANSACTIONS	
Fiscal Court Subsidy	
Transfer of Funds (earned prev yr)	\$8,583.06
Cash Drawer Transactions	\$102.00
NSF Checks Less Redeposits	(\$336.93)
Interest Received on Bank Account	\$256.23
Misc Income/Refunds/Bank Cr Memos	\$51.29
Accounts Receivable Credit Memos	(\$21,358.73)
TOTAL MISCELLANEOUS BANK TRANSACTIONS	(\$12,703.08)
OUTSTANDING ACCOUNTS RECEIVABLE	\$48,264.99
TOTAL REVENUES GENERATED	\$3,993,046.09

SPENCER COUNTY
F21 PG263

SPENCER COUNTY
 FINANCIAL STATUS
 CURRENT

Print Date: 3/2/2016 3:45:01
 Page 2 of 3

Receipt Start: 1/1/2015 Receipts End: 12/31/2015 Period: 1/1/2015 thru 12/31/2015 using expense date for Accounts 15G - 15G

EXPENDITURES		
MOTOR VEHICLE DEPARTMENT		
Motor Vehicle Licenses	\$401,565.74	
Motor Vehicle Usage Tax	\$1,038,757.46	
Motor Vehicle Ad Valorem Tax	\$1,752,453.75	
MOTOR VEHICLE DEPARTMENT TOTALS		\$3,192,776.95
REAL ESTATE & PROPERTY TAXES		
Deed Transfer Taxes	\$80,027.02	
Delinquent Taxes	\$100,226.73	
TOTAL REAL ESTATE & PROPERTY TAXES		\$180,253.75
LEGAL PROCESS TAXES		
		\$17,031.59
HOUSING TRUST FUND		
		\$20,784.00
FISH & GAME/OCCUPATIONAL LICENSES		
		\$3,030.00
SALARIES		
Salary, Clerk		
Salary, Deputies		
Student Deputy Salary		
TOTAL SALARIES		
MISCELLANEOUS EXPENSES		
Health & Life Insurance		
Employer Match/Soc Sec & Retirement		
Clerk's Expenses		
Clerk's Training		
Clerk's Insurance & Bonds		
Clerk's Dues & Convention Expenses		
Postage		
Misc. Operating Expenses & Supplies		\$1,300.00
Microfilming & Indexing Records		
Misc Equipment & Maintenance Agmts		
General Repairs & Maintenance		
Candidate Filing Fee		
Bank Charges		\$484.02
Transfer of Funds (1995 Collections)		\$33,512.06
Certificate of Deposit		
Refunds		\$35,241.71
Grant Library & Archives		
Uncollectible Accounts		
Outstanding Accounts Receivables		
Clerk's Final Settlement		\$508,632.01
TOTAL EXPENDITURES		\$3,993,046.09

SPENCER COUNTY
F21 PG264

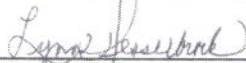
SPENCER COUNTY
 FINANCIAL STATUS
 CURRENT

Print Date: 3/2/2016 9:49 am
 Page 3 of 3

Receipt Start: 1/1/2015 Receipts End: 12/31/2015 Period: 1/1/2015 thru 12/31/2015 using expense date for Accounts 15G - 15G

TOTAL REVENUE OVER EXPENDITURES

I certify that this statement, to the best of my knowledge, is true and correct.

SIGNED: 
 SPENCER COUNTY

DATE: March 2, 2016

It is hereby ordered that on this the 7th day of March, 2016, the 2015 year-end financial report from the Spencer County Clerk's Office is hereby approved.

Motion made by Esq. Williams

Motion second by Esq. Goodlett

- 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 County Clerk's final settlement for 2015.

b) Clerk's revenue grant

The Clerk explained that she had received the annual County Clerk's Revenue Supplement Fund check. These funds are for operations of the office in counties with fewer than 20,000 in population. She had the item added to the agenda in order to make the Court aware of the funds and their purpose.



COMMONWEALTH OF KENTUCKY

Matthew G. Bevin
Governor

February 22, 2016

Spencer County Clerk
Lynn Hesselbrock
PO Box 544
Taylorsville, KY 40071-0544

Dear Ms. Hesselbrock:

The enclosed check represents your county's Calendar Year 2015 share of the funds generated by the additional one dollar (\$1) per registration for the County Clerk's Revenue Supplement Fund. Kentucky Revised Statute 186.040(6)(c) provides the entire fund balance collected in the previous calendar year be distributed proportionately to county clerks with a population of less than twenty thousand as determined by the decennial census.

The use of these funds is restricted to KRS 186.040(6)(c): "...to provide an unrestricted revenue supplement, for operations of the office related to the collection and administration of road fund taxes, to county clerk offices in counties containing a population of less than twenty thousand (20,000), as determined by the decennial census, and for no other purpose." These funds are required to be distributed by March 1st of each year. If you have any questions about the distribution of these funds, please contact Tiffany Smither, in the Office of Budget and Fiscal Management, at (502) 564-4550.

We hope that this funding will help your county in collecting and administering road fund taxes.

Sincerely,

Michael W. Hancock, P.E.
Secretary

MWH/RB/TS

Enclosure



An Equal Opportunity Employer M/F/D

Page 1 of 1

COMMONWEALTH OF KENTUCKY
DEPARTMENT OF THE TREASURY
VENDOR: VC0000118443
QUESTIONS, CALL (877)973-4357
DATE: 02/22/2016

CHECK CAT: UAM					
PAYMENT DOCUMENT					
CD	DEP	DOC NUMBER	INVOICE NO.	DESCRIPTION	AMOUNT
GAX	605	1600066843	ORDER#110054 2/16/16 CY15	2015 County Clerk Revenue	65,777.13
CHECK NO: 20447289					TOTAL 65,777.13

00303

THE BACKGROUND OF THIS DOCUMENT IS BLUE WITH A GREEN WARNING BAND. THERE IS A SECURITY MARK ON THE BACK. DO NOT ACCEPT WITHOUT THESE FEATURES.



FirstBank
Chase Bank, N.A.
Louisville, KY

COMMONWEALTH OF KENTUCKY
DEPARTMENT OF THE TREASURY
Frankfort, Kentucky

Check Number
GA 20447289

Date: 02/22/2016

SIXTY FIVE THOUSAND, SEVEN HUNDRED SEVENTY SEVEN DOLLARS AND THIRTEEN CENTS

Pay to the Order of
SPENCER COUNTY
OFFICE OF COUNTY CLERK
BOX 544
TAYLORSVILLE KY 40071

Amount \$*****65,777.13

Albin Ball
State Treasurer

⑈ 20447289 ⑆ 083000137⑆ 936836402 ⑆

No action needed or taken on this item. For acknowledgement only.

- 7. Road Department performance pay raises.

Spencer County Road Dept. Performance Increases

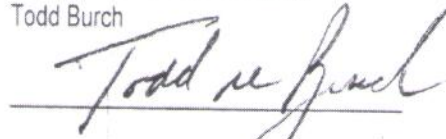
	Now	New
Cameron Hardin	\$10.50	\$13.50
Chris Readman	\$10.50	\$13.50
Dakota Whitehouse	\$12.79	\$15.00
Covey Wilder	\$10.95	\$15.50
Steve Redman	\$13.00	\$13.50
Charlie Ingram	\$13.14	\$13.50
Jimmy Chesser	\$17.66	\$18.00

**** Request that any new employee hired in at the Spencer County Road Dept, will start at \$12.00 an Hour.

**** Request that Covey Wilder be placed in the vacant position of Asst.Road Foreman that has been vacant since 12/2014.

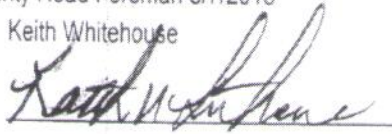
Requested by the Spencer County Road Foreman 3/7/2016

Todd Burch



Requested by the Asst. County Road Foreman 3/7/2016

Keith Whitehouse



Discussion ensued regarding the amount of some of the raises. Esq. Williams stated that some of the raises were as high as \$4.56 per hour. Esq. Bayers was concerned that the Sheriff's salary cap had not yet been approved yet the Judge was asking for raises for other departments.

- On the motion of Esq. Bayers, seconded by Esq. Judd, with Esq. Bayers, Esq. Rogers, Esq. Judd and Esq. Williams voting 'aye' and Judge Riley and Esq. Goodlett voting 'nay', it is hereby ordered to table the issue of Road Department performance pay raises.

I. OLD BUSINESS

- 1. Repair estimate for road department lighting.
Discussion ensued regarding the lighting. Esq. Bayers asked if it would be sufficient to replace the lights that were missing rather than all of the lights. Esq. Williams stated that he would look into the issue and bring back to the next meeting.

J. NEW BUSINESS

- 1. Interlocal agreement with Louisville Metro Government.

AMENDED AND RESTATED

INTERLOCAL COOPERATION AGREEMENT

AMONG
LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT
and
THE KENTUCKY COUNTIES OF
BULLITT, HENRY, OLDHAM, SHELBY,
SPENCER AND TRIMBLE

FOR A
GREATER LOUISVILLE
WORKFORCE DEVELOPMENT AREA AND BOARD

This Inter-local Cooperation Agreement ("Agreement") is made between Louisville/Jefferson County Metro Government and the Kentucky Counties of Bullitt, Henry, Oldham, Shelby, Spencer and Trimble, (hereinafter referred to as "Parties") all entities being bodies corporate and politic of the Commonwealth of Kentucky.

WITNESSETH:

WHEREAS, the Kentucky Inter-local Cooperation Act (hereinafter referred to as "State Act"), KRS 65.210 through 65.300, permits the Parties to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and to thereby provide services and facilities in a manner and form that will best accord with geographic, economic, population and other factors which influence the needs and development of local communities; and

WHEREAS; the Workforce Innovation and Opportunity Act of 2014 (hereinafter referred to as "WIOA"), enacted by the Congress of the United States, provides for federal Department of Labor funds to be granted to the several states, and for each state to designate Local Workforce Development Areas within the state, for the delivery of services and programs under WIOA; and

WHEREAS, the Governor of the Commonwealth of Kentucky, pursuant to Section 106(b)(1) of WIOA, has the authority to designate the geographic area encompassing the above named governmental entities as a Local Workforce Development Area (hereinafter referred to as "LWDA"); and

WHEREAS, the Parties, pursuant to the provisions of WIOA, desire to enter into this Agreement in order to amend and update the Inter-local Cooperation Agreement between the Parties; this agreement supersedes all other Inter-local Agreements between the parties; and

WHEREAS, the purpose of this Agreement is to specify the respective roles of the individual chief elected officials pursuant to Section 107(c) of WIOA and to comply with the Kentucky Workforce Investment Board's Policy Number 15-002 on Inter-local Agreements; and

WHEREAS, the Counties of Jefferson, Bullitt, Henry, Trimble, Oldham, Spencer and Shelby shall collectively be referred to as the "Greater Louisville Area" for purposes of this Agreement; and

WHEREAS, it is the intent of the Mayor of Louisville/Jefferson County Metro Government (hereafter "Mayor") and the County Judge/Executives for the Counties of Bullitt, Henry, Trimble, Oldham, Spencer and Shelby (hereafter "County Judge/Executives") that this Agreement constitute the Agreement which specifies the respective roles of the individual chief elected officials pursuant to Section 107(e)(1)(B) of WIOA;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS AND UNDERSTANDINGS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. **EXECUTION OF AGREEMENT AND EFFECTIVE DATE.** This Agreement shall take effect on April 1, 2016 or as soon thereafter as it becomes valid upon its approval by the Metro Council of Louisville/Jefferson County Metro Government and by the Bullitt, Henry, Oldham, Shelby, Spencer, and Trimble County Fiscal Courts, and due execution pursuant thereto by the Mayor and by the County Judge/ Executives (hereinafter referred to collectively as "Chief Elected Officials"), and upon approval of the Kentucky Commissioner of the Department for Local Government under provisions of the State Act. A copy of this Agreement, after its full approval, shall be duly recorded in the Kentucky Secretary of State's Office and with the Kentucky Education and Workforce Development Cabinet as well as the Office of the County Clerks in each county.
2. **AGREEMENT DURATION.** This Agreement shall endure for a period of up to five years. The agreement shall continue in effect until terminated by a Party by giving written notice of such termination to the other Parties at least ninety days in advance of the expiration date of the agreement.
3. **GOVERNING BOARD.**
 - (A) A Governing Board of the Local Elected Officials is established, consisting of the Mayor of Louisville Metro Government, and the Judge-Executives for each of the Counties of Bullitt, Henry, Oldham, Shelby, Spencer and Trimble.
 - (B) The Governing Board shall within ninety (90) days of the effective date of this Agreement establish bylaws and submit a copy to the Kentucky Education and Workforce Development Cabinet, Office of Employment and Training. Future changes to these bylaws will be submitted in a timely way to the Education and Workforce Development Cabinet or its successor(s).
 - (C) The Governing Board shall at a minimum exercise the following duties. A 65% supermajority vote of its members (or their duly authorized representatives) will be required to take each of the following actions:
 - a.i. Designation of the fiscal agent or grant sub-recipient;
 - a.ii. Approval of the annual budget as developed and approved by the local workforce development board. Once the annual budget has been developed and approved by the local workforce development board, it will be distributed to each member of the Governing Board in advance of the annual meeting. The Governing Board will then be asked to consider and approve the proposed budget at the annual meeting;

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- a.iii. Approval of the one-stop operator as selected by the local workforce development board. WIOA Section 121(d)(2) states that to be eligible to receive funds under this subtitle to operate a one-stop center, an entity (which may be a consortium of entities) shall be designated or certified as a one-stop operator through a competitive procurement process. Arrangements under previous Inter-Local Agreements have complied with this requirement for a competitive procurement process, and the signatories to this agreement expect to continue this arrangement in the future; and
 - a.iv. Authorization for the Governing Board to request the Governor's consent for the local workforce development board to be the direct service provider, if such a service delivery strategy is ever chosen by a future decision of the local workforce development board.
- (D) The Governing Board shall conduct an annual meeting in May or June yearly to exercise the duties outlined in (C) above. The Governing Board shall conduct other meetings as needed or upon the request of a majority of the Chief Elected Officials. The meetings shall be conducted in accordance with the Kentucky Open Meetings Act.
- (E) The Governing Board will outline the additional communications and/or information requested of the local workforce development board and its staff.
- (F) When a new local elected official is elected within the local workforce development area, the newly elected official must submit to the local workforce development board a written statement acknowledging that he or she:
- i. Has read, understands and will comply with the current Inter-Local Agreement; and
 - ii. Reserves the option to request negotiations to amend the Inter-Local Agreements at any time during the official's tenure as a local elected official.
- 4. PARTICIPATING LOCAL ELECTED OFFICIALS.** Attached hereto and incorporated herein are the names, representation, and contact information for each Chief Elected Official in the Greater Louisville workforce development area. The information shall be updated as necessary with a copy submitted to the local workforce development board and the Education and Workforce Development Cabinet, Office of Employment and Training (or its successors). All six of the County Judge-Executives and the Mayor of Louisville Metro Government will serve jointly as the Chief Local Elected Official.
- 5. AVOIDANCE OF CONFLICTS OF INTEREST OR THE APPEARANCE OF IMPROPRIETY**
- (A) To ensure that there will be no conflict or perceived conflict between the Chief Elected Officials, the local workforce development board, the fiscal agent or grant sub-recipient, and the administrative entity providing staff support to the local workforce development board, the following guidelines shall be followed:
- a.i. None of the Chief Elected Officials shall serve as the highest ranking officer on any Board or other entity that governs any local grant sub-recipient, local fiscal agent, or service delivery provider.

- a.ii. The Chief Elected Officials shall not derive any personal benefit or gain, directly or indirectly, by reason of his or her participation as one of the Chief Elected Officials overseeing and governing the work of the local workforce development area.
 - a.iii. The Chief Elected Officials shall disclose to the Governing Board any personal interest which he or she may have in any matter pending before the organization and shall refrain from participation in any decision on such matter.
 - a.iv. The Chief Elected Officials and his or her immediate family members shall not be a participant, directly or indirectly, in any arrangement, agreement, investment, or other activity with any vendor, supplier, or other party doing business with the local workforce development board which results or may result in a personal benefit. This does not prohibit any eligible chief elected official or his or her eligible immediate family member from receiving workforce services.
 - a.v. The Chief Elected Officials shall not be a recipient, directly or indirectly, of any salary payments, loans, gifts of any kind, any free service, discounts, or other fees from or on behalf of any person or organization having transactions with the local workforce development area. This provision shall not prohibit the Chief Elected Officials from partaking of food or non-alcoholic beverages offered in the normal course of meetings (e.g. coffee, sodas, modestly priced breakfast or lunch offerings), nor shall it prohibit them from receiving reimbursement or compensation for nominal expenses that are documented and associated with participation on this Governing Board (e.g. parking fees).
6. **DISPUTE RESOLUTION.** Whenever any dispute arises between the Parties under this Agreement, the Parties may invoke Dispute Resolution and agree to seek resolution of such dispute as follows:
- A. The Parties will seek in good faith to resolve any such dispute by arranging a meeting between the Parties or their authorized representatives with authority to resolve the matter within five business days after either Party receives notice of a dispute. If the Parties are unable to resolve the dispute informally within 10 working days, either Party may request the assistance of a mediator.
 - B. If it proves impossible to arrive at a mutually satisfactory solution through mediation within 30 working days of the request for the mediator, the Parties may refer the dispute to an arbitrator, who will be authorized to make a decision regarding the dispute, and that decision will be final and binding on the Parties.
7. **FISCAL AGENT OR GRANT SUB-RECIPIENT DESIGNATION.** Any designation of an entity by the Governing Board to serve as the local grant sub-recipient or local fiscal agent shall be through a competitive procurement process conducted by the Department of Workforce Investment for fiscal agent services or grant sub-recipient services, including a Request for Proposals that has been reviewed and approved by the Department of Workforce Investment and which provides that proposals will be evaluated and ranked based upon criteria including but not limited to quality of services, demonstrated experience of quality service delivery, cost, conflict of interest policies, and a demonstrated history of fiscal integrity. This provision is drafted to comply with KWIB Policy Number 15-002, issued March 4, 2015. Should future policies change these requirements, the Chief Elected Officials are fully empowered to exercise their discretion in the

selection of the fiscal agent or grant sub-recipient to the maximum extent allowed under those future policies.

Such designation shall not relieve the Chief Elected Officials of the liability for any misuse of grant funds as apportioned in this Agreement.

The local fiscal agent or grant sub-recipient shall have the following powers and duties:

- A. Through a variety of grants and awards, the local fiscal agent or grant sub-recipient shall receive allotments of federal, state and other funding for various workforce related programs and services. The local fiscal agent or grant sub-recipient shall account for and report the use of those funds in the manner prescribed by the funding source, implementing regulations and grant agency policy where required; and
 - B. Establish and maintain a system for regular monitoring and audits of its sub-recipients in order to satisfy the requirements that funds are being expended according to sub-recipient agreements and in compliance with applicable rules and regulations, and that activities being carried out are authorized by statute, grant agreement or policy; and
 - C. To disburse the funds immediately on receiving such direction from the local workforce development board; and
 - D. To use the services of the various agencies of the Parties, including but not limited to financial, legal, purchasing and personnel services, unless otherwise prohibited by WIOA.
8. **LIABILITY.** The local jurisdictions of each Chief Elected Official shall always remain liable for misuse of funds. In the event of a determination that a misuse of funds has occurred, the following priorities for recouping those funds shall apply:
- A. First Priority: fiscal agent or grant sub-recipient shall attempt to recover funds from the contractor, agent or third party causing the liability;
 - B. Second Priority: fiscal agent or grant sub-recipient shall attempt to recover funds from an insurance carrier or bond issuer;
 - C. Third Priority: fiscal agent or grant sub-recipient shall attempt to obtain a waiver of liability or offset liability against current or future grant revenues;
 - D. Fourth Priority: fiscal agent or grant sub-recipient shall repay the liability from its funds to the extent permitted by law; and
 - E. Fifth Priority: As a last resort and only to the extent required by federal law and permitted by Kentucky statutes and local government charters, the Parties agree to cover unmet liabilities to the State and Federal governments. The Parties shall share liability to the State and Federal governments in proportion to their respective populations using the most recent census data available on the date the negligent or wrongful acts occurred which gave rise to the unmet liability.

9. **CREATION.** Pursuant to Section 107 of WIOA and KRS 65.250(b) and (c), the Parties pursuant to this Agreement shall create a Workforce Development Board to be known as the Greater Louisville Workforce Development Board, Inc. (hereinafter referred to as "GLWDB"). GLWDB shall set policy and serve the LWDA of the Commonwealth of Kentucky encompassing the Counties of Jefferson, Bullitt, Henry, Oldham, Shelby, Spencer, and Trimble. The GLWDB shall be certified by the Governor as provided by Section 107(c)(2) of WIOA. The Parties agree to respectively accept responsibility for the operation of the program to the extent consistent with local law and the laws of the Commonwealth of Kentucky and Federal law.

10. **REPRESENTATIVES.**

- (A) The representatives comprising the GLWDB shall be selected by the Mayor and the County Judge/Executives in accord with the provisions of Section 107(b)(1) and (2) of WIOA and the provisions of this section below. All GLWDB members shall be appointed in accordance with the criteria established between the Governor and the Kentucky Workforce Investment Board in accordance with WIOA and outlined in Kentucky Workforce Investment Board Policy Number 15-001 or its successors. The Chairperson shall be selected by majority vote of the full Board from among members of the GLWDB who are representatives of the Private Sector as provided in Section (E) below. Vacancies shall be filled in the same manner as the original appointment, with board members replacing out-going board members mid-term serving the remainder of the out-going member's term.
- (B) Local workforce development board members must be removed by the Chief Elected Officials if any of the following occurs: documented violation of conflict of interest, failure to meet local workforce development board member representation requirements defined in WIOA and Kentucky Workforce Investment Board policies, or documented proof of fraud and/or abuse. Local workforce development board members will be removed for not meeting attendance guidelines as set forth in local workforce development board by-laws.
- (C) Local workforce development board members who no longer hold the position or status that made them eligible local board members must resign or be removed by the Chief Elected Officials immediately as a representative of that entity (i.e. no longer work in the private sector, or no longer with an educational institution). For example, an appointee serving because of his or her employment in the private sector must resign or be removed if he or she retires or moves to the public sector.
- (D) **Terms of Office.** The term of office for local workforce development board members shall be three year terms, with the original distribution of those three year terms determined by a blind draw.
- (E) **Private Sector Representation.** There shall be fourteen (14) private sector representatives on the Board, drawn from owners of businesses, chief executives or operating officers of businesses, and other business executives or employers with optimum policy making or hiring authority. These private sector representatives can also represent businesses, including small businesses, that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and development in in-demand industry sectors or occupations in the local area. These representatives shall be appointed from nominations of local business organizations and business trade associations in the Greater Louisville area. At a minimum, two members must represent small business as defined by the U.S. Small Business Administration. Ten (10) of these appointments will be made by the Mayor of Louisville Metro, two (2) by the Judge-Executive of Bullitt County, one (1)

by the Judge-Executive of Oldham County, and one (1) by the Judge-Executive of Shelby County.

- (F) **Labor Organization Representation.** There shall be three (3) representatives of labor organizations, nominated by local labor federations in the Greater Louisville area. At least one (1) of these shall be a representative who shall be a member of a labor organization or a training director from a joint labor-management apprenticeship program, or if no such joint program exists in the area, such a representative of an apprenticeship program in the area, if such a program exists. All three (3) of these appointments will be made by the Mayor of Louisville-Metro.
- (G) **Community-Based Organizations Representation.** There shall be three (3) representatives of community-based organizations in the Greater Louisville area that may include representatives of community-based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve veterans or that provide or support competitive integrated employment for individuals with disabilities. These may also include representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-of-school youth. Two (2) of these appointments will be made by the Mayor of Louisville Metro; one (1) of these will be made by the Judge-Executive of Bullitt County.
- (H) **Economic Development Agency Representation.** There shall be one (1) representative of economic development agencies including private sector economic development entities in the Greater Louisville area. This appointment will be made on a rotating basis among the six regional counties, with the first appointment by the Judge-Executive of Oldham County.
- (I) **Wagner-Peyser Representation.** There shall be one (1) representative from the State employment service office under the Wagner-Peyser Act serving the local area. This appointment will be made by the Mayor of Louisville-Metro.
- (J) **Vocational Rehabilitation Representation.** There shall be one (1) representative of the programs carried out under Title I of the Rehabilitation Act of 1973 serving the local area. This appointment will be made by the Judge-Executive of Shelby County.
- (K) **Adult Education Representation.** There shall be one (1) representative of eligible providers administering adult education and literacy activities under WIOA Title II. This appointment will be made by the Mayor of Louisville-Metro.
- (L) **Higher Education Representation.** There shall be one (1) representative of institutions of higher education providing workforce investment activities (including community colleges). This appointment will be made by the Mayor of Louisville-Metro.
- (M) **Chief Local Elected Official Representation.** There shall be one (1) representative of the Chief Local Elected Officials. The Mayor of Louisville Metro Government will serve as this representative.
- (N) Members of the board that represent organizations, agencies or other entities shall be individuals with optimum policymaking or hiring authority within the organizations, agencies and entities.

- (N) **Proxies.** Duly certified Representatives may designate proxies to attend meetings of the GLWDB in their absence, but each representative attending or voting pursuant to a proxy must possess the same qualifications as the Representative for whom he acts.
- (O) **Conflict of Interest.** A member of the GLWDB may not:
- i. vote on a matter under consideration by the GLWDB;
 - (a) regarding the provision of services by such member (or by an entity that such member represents); or
 - (b) that would provide direct financial benefit to such member or the immediate family of such member; or
 - ii. engage in any other activity determined by the Governor to constitute a conflict of interest as specified in the State plan; or
 - iii. engage in any other activity that would constitute a conflict of interest under the conflict of interest policy of Louisville Metro Government, which has been adopted by the GLWDB as its standard.
11. **PRESIDENT/EXECUTIVE DIRECTOR.** The Mayor and Chairperson of the GLWDB shall unanimously appoint a President/Executive Director of the GLWDB. The President/Executive Director of the GLWDB may be removed with or without cause by the Mayor and the Chairperson of the GLWDB, upon thirty days written notice to the President/Executive Director and to the GLWDB. This authority, to appoint and remove the President/Executive Director, may not be delegated to an authorized Director. In the case of the removal of the President/Executive Director, a new President/Executive Director shall be appointed as soon as possible in the manner described herein. The President/Executive Director shall have the power to make and enter into contracts on behalf of the GLWDB, hire staff, transact other business on behalf of the GLWDB in its daily activities and such other duties and powers that may be provided in the By-Laws of the GLWDB.
12. **COMPLIANCE WITH LAW.** In all respects, the GLWDB shall be established and organized according to the provisions of this Agreement and Section 107 of WIOA, and in the event of a conflict between this Agreement and WIOA relating to such establishment and organization, WIOA and the regulations promulgated pursuant thereto shall control.
13. **FUNCTIONS OF THE GLWDB.** The GLWDB shall, in accordance with Section 107 of WIOA and so long as such actions are required by it, take the following actions:
- (A) Act in concert with the Chief Elected Officials to develop and submit a local plan to the Governor and shall develop the plan as set forth in Section 108 of WIOA; and
 - (B) Select one-stop operators, youth providers, and other providers needed to carry out the services required by WIOA; and
 - (C) Subject to the approval of the Chief Elected Officials, develop a budget for the purpose of carrying out the duties of WIOA; and
 - (D) Direct disbursement of funds for workforce development activities; and

- (A) Employ staff; and
- (B) Solicit and accept grants and donations from sources other than Federal funds made available under WIOA; and
- (C) In partnership with the Chief Elected Officials, conduct oversight with respect to local programs of youth activities, local employment and training activities, and the one-stop delivery system; and
- (D) Along with the Chief Elected Officials and the Governor, negotiate and reach agreement on local performance measures as provided in WIOA; and
- (E) Assist the Governor in developing the statewide employment statistics system described in Section 15(e) of the Wagner-Peyser Act; and
- (F) Coordinate workforce development activities in the LWDA with economic development strategies and develop other employer linkages with such activities; and
- (G) Promote the participation of private sector employers in the statewide workforce development system and ensure the effective provision of connecting, brokering, and coaching activities, through intermediaries such as one-stop operators or through other organizations, to assist such employers in meeting hiring needs.

14. PROGRAM PROPERTY. In the event of termination of this Agreement, and after paying or providing for all outstanding obligations and contingent liabilities, any surplus property or proceeds from the sale of surplus property, to the extent permitted by requirements of the State then in effect, the unused funds appropriated to the GLWDB by the Parties shall be returned to the Parties according to the percentage in which those sums had been appropriated by the Parties to the GLWDB and any assets acquired with the Parties' funds subsequent to the execution of this Agreement for the use of the GLWDB, shall be divided between the Parties, or the proceeds of any sales thereof, in the same proportion as the appropriations made by the Parties to the GLWDB for such expenses since the effective date of this Agreement. Federal grant funds or state grant funds acquired for the use of the GLWDB shall be disposed of as required by state and federal law in the event of termination of this Agreement.

15. PRIOR AGREEMENTS. This Inter-local Agreement supersedes, replaces and rescinds any and all prior Inter-local Cooperation Agreements created or entered into between the parties, with respect to the subject matter of this agreement.

16. AMENDMENT. This Agreement may be amended by written consent of all the parties subject to approval and recording in accordance with the State Act. A copy of any amendment approved in accordance with the State Act shall be submitted to the Education and Workforce Development Cabinet and/or its successors, as well as to the local workforce development board.

17. SIGNATURES. By signing this Agreement, each Chief Elected Official certifies that his or her signature has been duly authorized by official action of his/her governmental body. The agreement may be executed in one or more counterparts, each of which, when combined with all other counterparts, will constitute a completely executed agreement subject to approval by the Department for Local Government.

IN TESTIMONY WHEREOF, the Parties, after due adoption of resolutions and/or ordinances authorizing the same, acting by and through the Mayor and the County Judge/Executives, have executed and delivered this Agreement as of its effective date:

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT
METRO COUNCIL
Ordinance No.: _____, Series 2016

Enacted _____

Approved as to form:

Greg Fischer, Mayor

Jefferson County Attorney

BULLITT COUNTY

HENRY COUNTY

COUNTY JUDGE/EXECUTIVE

COUNTY JUDGE/EXECUTIVE

OLDHAM COUNTY

SHELBY COUNTY

COUNTY JUDGE/EXECUTIVE

COUNTY JUDGE/EXECUTIVE

SPENCER COUNTY

TRIMBLE COUNTY

COUNTY JUDGE/EXECUTIVE

COUNTY JUDGE/EXECUTIVE

This Inter-local Cooperation Agreement is in proper form, and is compatible with the Laws of the Commonwealth of Kentucky; therefore, it is approved this _____ day of _____, 2015.

DEPARTMENT OF LOCAL GOVERNMENT

- Motion by Esq. Bayers, seconded by Esq. Judd, with all members of the Court present voting 'aye', it is hereby ordered to authorize the County Judge Executive to execute an amended and restated "Interlocal Cooperative Agreement" among Louisville/Jefferson County Metro Government and the Kentucky counties of Bullitt, Henry, Oldham, Shelby, Spencer and Trimble for a Louisville Workforce Development Area and Board.
2. Memorandum of Understanding with City of Taylorsville and Spencer Fire District.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF TAYLORSVILLE
AND
SPENCER COUNTY FIRE PROTECTION DISTRICT

This memorandum of understanding is hereby made and entered into by and between the City of Taylorsville hereinafter referred to as city and the Spencer County Fire Protection District, hereinafter referred to as fire district.

A. Purpose:

The purpose of this memorandum is to allow the installation of radio equipment on or at the water towers of the city and to address ownership of equipment.

B. Statement of Mutual Benefit and Interests:

The parties have recognized the need for an interoperability communications system for the general welfare and safety of their citizens.

C. Responsibilities

This agreement will address ownership of property and duties of maintenance and upkeep.

D. It is mutually understood and agreed by and between the parties that:

The equipment of the fire district shall be installed at the Settlers Trace Water Tower located on Hunter Road.

E. General Conditions

- City shall not be responsible for any damages or theft of any equipment, personal property or that of any hired contractor or sub-contractor.
- City shall provide a method for ingress to the fire district.
- City shall notify the fire district of any damages caused or found.
- No party or hired contractor shall implement the use of the existing electrical supply and structure for the operation of the radio communications system, but shall not re-route, restructure, relocate, remove, or alter any existing equipment without permission of the city and owner of the said equipment.
- Anyone entering the site shall notify the city.
- The radio equipment shall not interfere with the existing radio communication systems at the said location. No welding or drilling at any point on any portion of the tank, supports, cross beams, rails, etc. All affixed equipment shall be bolted or strapped.
- The fire district agrees to transfer its part of any ownership of the buildings located at Hillsborough Water Tower, HWY 44 West Water Tower, and Hickory Ridge Water Tower to the city.

- The fire district agrees to transfer any ownership of the generator at the Hillsborough Water Tower and Settlers Trace Water Tower to the city.
- The fire district agrees to remove its communications equipment from the Hillsborough Water Tower Building.

F. Operations and Maintenance:

- The city agrees to pay 100% of the cost for the electric and propane service at the Settlers Trace Water Tower location.
- The fire district agrees to provide maintenance on the city owned generator at the Settlers Trace Water Tower.
- The fire district shall provide insurance for its equipment located at and on the Settlers Trace Water Tower.
- The city shall provide insurance for the building and generator located at the Settlers Trace Water Tower.

G. Commencements/Expiration Date:

This instrument is executed as of the date of the last signature and is effective in perpetuity, unless terminated in writing by both parties.

H. Termination:

This agreement shall expire and terminate automatically in the event of the failure of one or more of the conditions present hereto or in the event of any material breach of this agreement by anyone or more of the parties of the terms, conditions and obligations contained herein, provided however, the non-defaulting party shall first give notice to the defaulting party not less than thirty (30) days written notice specifying such default and affording the other party an opportunity to cure said defect within a reasonable period of time, but not less than thirty (30) days, in which case there shall be no termination. This remedy shall be expressed in addition to and not in lieu of any remedy of default, which may exist at law or in equity by the non-breaching party.

I. Release of liability and hold harmless:

Each party hereto shall be responsible for the acts or omissions of its officers, agents, servants or employees. Participating parties or their employees shall not be considered as the agents of any other participating party. Nothing herein weights or limits sovereign immunity under federal, state, or constitutional law. The participating parties agree to hold harmless the other parties hereto from any claim, cause of action or judgments resulting from the negligent acts of the particular participating parties, officers, agents, servants, or employees, including costs and reasonable attorney's fees.

J. Time is of the essence:

Time is of the essence in the performance of the terms and conditions of this agreement.

IN WITNESS WHEREOF, the parties hereto executed this agreement.

Don Pay, Mayor

Date

Glen Goebel, Chairman

Date

- Motion made by Esq. Bayers, seconded by Esq. Goodlett, with all members of the Court present voting 'aye', it is hereby ordered to authorize the County Judge Executive to execute any documents needed to relinquish any claim on equipment or items used under the Memorandum of Understanding between the City of Taylorsville and the Spencer Fire District.
3. Contract for inspection services.
The Judge stated that he had received and accepted a letter of resignation from Steve Clark for building and electrical inspections being done at an hourly rate.

TAYLORSVILLE – SPENCER COUNTY
BUILDING CODE ENFORCEMENT
P.O. BOX 305, 220 Main Cross St.
TAYLORSVILLE, KY 40071
(502) 477-3218 or (502) 643-9039

March 4, 2016

John Riley
Spencer County Judge Executive

As previously discussed, this letter is to confirm to you that I hereby resign my hourly position as Building-Electric Inspector for Spencer County, effective as of the close of business March 6, 2016.

If you have any questions, please call me at (502)477-9135
Thanks:

Steve Clark



CONTRACT FOR SERVICES

THIS CONTRACT dated this _____ day of _____, _____

BETWEEN:

Spencer County Fiscal Court of Spencer
(the "County")

OF THE FIRST PART

-AND-

Steve Clark
(the "Independent Contractor")

OF THE SECOND PART

BACKGROUND:

- A. Provisions in KRS 198B.060 and 815 KAR 7:070-125 require local governments to employ or contract for building and electrical inspection services.
- B. The County is of the opinion that the Contractor has the necessary qualifications, experience and abilities to conduct the required inspections and issue permits.
- C. The County desires to contract with the Contractor and the Contractor has agreed to enter such contract upon the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Commencement Date and Term

- 1. This contract shall commence beginning on the _____ day of March, 2016 and shall be for a period of one year. This contract may be extended by mutual agreement on a year-to-year basis.

Job Title and Description

2. The County agrees to contract with the Contractor as a Building Inspector. The contractor will be expected to perform the following job duties:
Independent contractor to conduct any and all building or electrical inspections as directed by the Spencer County Fiscal Court.
3. The Contractor will perform any and all duties that are reasonable and that are customarily performed by a person holding a similar position in the industry.
4. The Contractor's job title or duties may be changed by agreement and with the approval of both the Contractor and the County.
5. The County can hire another Independent Contractor to perform inspections if Mr. Clark is unable to perform the inspections in a timely manner.

Compensation

6. The County will compensate the Contractor for "open" inspection fees, for which the County has already received payment, but that have not been requested for inspection at this time. This compensation is to be paid to the Contractor with the commencement of this contract. Following this initial compensation, fees for new permits inspections, as previously established by the County, shall be paid directly to Contractor from the individuals seeking the permits and inspections.
7. The County will provide the Contractor with required office space and office supplies. The Contractor will provide his own vehicle, fuel, bond, cell phone and all required insurance. Contractor agrees to provide Fiscal Court documentation of fees collected, type of inspection performed, and other identifying information on a quarterly basis.

Place of Work

8. The Contractor's primary place of work will be at the following location:
Spencer County, Kentucky.

Termination

9. This contract for services may be terminated by either party given 30-days written notice.
10. Once notice has been given by either party for any reason, the Contractor and the County agree to execute their duties and obligations under this Agreement diligently and in good faith through to the end of the notice period. The County may not make any changes or any terms of conditions of this Agreement between the time termination notice is given through to the end of the notice period.

Severability

11. The County and the Contractor acknowledge that this Agreement is reasonable, valid and enforceable. However, if any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be changed in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

Notices

12. Any notices, deliveries, requests, demands or other communications required here will be deemed to be completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the following addresses or as the parties may later designate in writing:

The "County"

Name: Spencer County Fiscal Court
Address: P. O. Box 397
Taylorsville, KY 40071
Fax: 502-477-3206
Email:

The "Contractor"

Name: Steve Clark
Address: 1281 Highway to Heaven
Taylorsville, KY 40071
Fax:
Email:

Governing Law

13. This Agreement will be construed in accordance with and governed by the laws of the state of Kentucky.

General Provisions

14. Time is of the essence in this Agreement.
15. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa.

Words in the masculine mean and include the feminine and vice versa.

16. No failure or delay by either party to this Agreement in exercising any power, right or privilege provided in this Agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this Agreement.
17. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or written. The parties to this Agreement stipulate that neither of them has made any representations with respect to the subject matter of this Agreement except such representations as are specifically set forth in this Agreement.

IN WITNESS WHEREOF, the parties have duly affixed their signatures under hand and seal on this

___ Day of _____, ____.

the "County"

Spencer County Fiscal Court

Per: _____ (SEAL)

the "Contractor"

Steve Clark

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- On the motion of Esq. Bayers, seconded by Esq. Williams, with all members of the Court present voting 'aye', it is hereby ordered to approve the Independent Contractor contract with Steve Clerk for building and electrical inspection services.
4. Shelby County Detention Center rate increase.



Office of the Jailer
Shelby County, Kentucky
Phone (502)633-2343



1000 Detention Road
Shelbyville, KY 40065
Fax (502) 647-1457

**BOBBY WAITS
JAILER**

March 01, 2016

John Riley
Spencer Co. Judge/Executive
P. O. Box 397
Taylorsville, Kentucky 40071

Dear Mr. Riley:

The Shelby County Detention Center has been holding Spencer County prisoners since we began operations in 1997. It has been a pleasant experience to work with individuals who are cooperative, cordial and responsible, like the Spencer County Officials.

However, we must make one change in our arrangement and increase our Per Diem housing fee from \$26.50 to \$27.00 per day, effective on July 01, 2016. I sincerely hope you understand the reason for this fee increase.

If you have any questions regarding this matter, please do not hesitate to contact me at the numbers listed above.

Respectfully,

Bobby Waits
Shelby Co. Jailer

- On the motion of Esq. Bayers, seconded by Esq. Goodlett, with all members of the Court present voting 'aye', it is hereby ordered to approve the rate increase from Shelby County Detention Center from \$26.50 to \$27.00 per day.
- 5. Set County Road Aid hearing for April 4, 2016.
The County Road Aid hearing will be advertised to take place on April 4, 2016 at 8:30 am in the Fiscal Court Meeting Room.
- 6. Review and approval of Expenditures, purchases, invoices and transfers including additional transfers.

SPENCER COUNTY
F21 PG287

03/04/16
11:03AM

Spencer County Fiscal Court
Open Invoice Report
As of March 04, 2016

Page 1 of 8

General

Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
Vendor: ABELL ELEV		Abell Elevator International					
194585	03/07/16	0150803520 elevator repair	03/07/16	576.85	.00	.00	576.85
				Vendor Total: ABELL ELEV	576.85	.00	576.85
Vendor: AIRGAS		Airgas Inc.					
9048190361	03/07/16	0151405500 ems oxygen	03/07/16	126.49	.00	.00	126.49
9048423612	03/07/16	0151405500 ems oxygen	03/07/16	101.67	.00	.00	101.67
9048561131	03/07/16	0151405500 ems oxygen	03/07/16	140.29	.00	.00	140.29
				Vendor Total: AIRGAS	368.45	.00	368.45
Vendor: ALLDATA		AllData					
2002002910	03/07/16	0150807210 veh repair data svc	03/07/16	125.00	.00	.00	125.00
				Vendor Total: ALLDATA	125.00	.00	125.00
Vendor: ASFORD		All-State Ford Truck Sales LLC					
6082166	03/07/16	0151404430 med 1 alignment	03/07/16	89.26	.00	.00	89.26
				Vendor Total: ASFORD	89.26	.00	89.26
Vendor: AT&T		A T & T					
3/7anim	03/07/16	0152055780 k9 dept phone	03/07/16	40.19	.00	.00	40.19
3/7annex	03/07/16	0150855780 annex phones	03/07/16	2,954.88	.00	.00	2,954.88
3/7annex	03/07/16	0150865780 annex uverse	03/07/16	67.00	.00	.00	67.00
3/7atty	03/07/16	0150055780 co atty phone/net	03/07/16	212.43	.00	.00	212.43
3/7bdgins	03/07/16	0151154450 bdginsp phone	03/07/16	32.48	.00	.00	32.48
3/7clerk	03/07/16	0150105730 clerk phones	03/07/16	164.88	.00	.00	164.88
3/7coroner	03/07/16	0150204450 coroner internet	03/07/16	19.55	.00	.00	19.55
3/7cths	03/07/16	0150805780 misc co phones	03/07/16	952.20	.00	.00	952.20
3/7e911	03/07/16	0151453150 e911 equipment	03/07/16	474.61	.00	.00	474.61
3/7elevator	03/07/16	0150803520 elevator phone	03/07/16	190.97	.00	.00	190.97
3/7ems	03/07/16	0151405780 ems phones	03/07/16	88.86	.00	.00	88.86
3/7ocntax	03/07/16	0150475780 ocntax phones	03/07/16	150.71	.00	.00	150.71
3/7parks	03/07/16	054015780 parks phones	03/07/16	61.06	.00	.00	61.06
3/7pva	03/07/16	0150305780 pva phones	03/07/16	205.55	.00	.00	205.55
3/7recycle	03/07/16	0152175780 recycling phone	03/07/16	21.58	.00	.00	21.58
3/7sheriff	03/07/16	0150155780 sheriff phones/net	03/07/16	248.12	.00	.00	248.12
3/7surveyor	03/07/16	0150855780 surveyor phone	03/07/16	61.44	.00	.00	61.44
3/7zoning	03/07/16	0150705780 zoning phones/net	03/07/16	120.47	.00	.00	120.47
				Vendor Total: AT&T	6,066.98	.00	6,066.98
Vendor: ATD		American Tire Distributors					
S071469756	03/07/16	0150155920 sher tires	03/07/16	421.52	.00	.00	421.52
S071469759	03/07/16	0151404430 med1 tires	03/07/16	457.36	.00	.00	457.36
				Vendor Total: ATD	878.88	.00	878.88
Vendor: ATMOBILIT		AT&T Mobility					
3/7abc	03/07/16	0150504450 abc dir cellphone	03/07/16	59.07	.00	.00	59.07
3/7anim	03/07/16	0152055780 k9 cellphone	03/07/16	59.07	.00	.00	59.07
3/7bdginsp	03/07/16	0151154450 bdginsp cellphone	03/07/16	54.78	.00	.00	54.78
3/7co	03/07/16	0150805780 judg/dep/jail/maint	03/07/16	223.43	.00	.00	223.43
3/7coroner	03/07/16	0150204450 coroner cellphone	03/07/16	59.07	.00	.00	59.07
3/7ems	03/07/16	0151405780 ems cellphone	03/07/16	54.78	.00	.00	54.78

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3/7occtax	03/07/16	0150475780 occx enforc cellph	03/07/16	61.07	.00	.00	61.07
3/7parks	03/07/16	0154015780 parks cellphones	03/07/16	115.85	.00	.00	115.85
3/7recycle	03/07/16	0152175780 recycl cellphone	03/07/16	118.14	.00	.00	118.14
3/7sher_air	03/07/16	015015573W sheriff aircards	03/07/16	374.61	.00	.00	374.61
3/7sherif	03/07/16	0150155780 sher det cellphone	03/07/16	54.78	.00	.00	54.78
Vendor Total: ATTMOBILIT				1,234.65	.00	.00	1,234.65
Vendor: BENGAS	Bennett's Gas Company						
3/7ems	03/07/16	0151405780 ems propane	03/07/16	364.75	.00	.00	364.75
3/7maint	03/07/16	0150855780 mainten propane	03/07/16	263.69	.00	.00	263.69
3/7recycle	03/07/16	0152175780 recycle propane	03/07/16	577.91	.00	.00	577.91
Vendor Total: BENGAS				1,206.35	.00	.00	1,206.35
Vendor: BLGRASSREC	Bluegrass Recycling Svc Inc						
Feb2016	03/07/16	0152054030 carcass disposal	03/07/16	2,015.79	.00	.00	2,015.79
Vendor Total: BLGRASSREC				2,015.79	.00	.00	2,015.79
Vendor: BLUE UNIF	Bluegrass Uniforms Inc						
198949-03	03/07/16	0151404810 ems unif	03/07/16	18.70	.00	.00	18.70
Vendor Total: BLUE UNIF				18.70	.00	.00	18.70
Vendor: BLUEINTEGR	Bluegrass Integrated Communio						
154235-SP-09	03/07/16	0150657370 voter notices	03/07/16	79.45	.00	.00	79.45
156398-SP-02	03/07/16	0150657370 voter notices	03/07/16	41.65	.00	.00	41.65
Vendor Total: BLUEINTEGR				121.10	.00	.00	121.10
Vendor: BUMPER	Bumper to Bumper						
	02/29/16		02/29/16	.00	.00	.00	.00
3/7bdgins	03/07/16	0151154550 bdginsp wipers	03/07/16	15.96	.00	.00	15.96
3/7ems	03/07/16	0151404430 ems batteries	03/07/16	393.82	.00	.00	393.82
3/7maint	03/07/16	0150807210 mnt veh attenat,sen	03/07/16	159.33	.00	.00	159.33
Vendor Total: BUMPER				569.11	.00	.00	569.11
Vendor: C & H SEC	C & H Security Inc.						
40924_atty	03/07/16	0150055780 March panic alarm	03/07/16	19.99	.00	.00	19.99
40925_occtax	03/07/16	0150475780 March panic alarm	03/07/16	19.99	.00	.00	19.99
40925_cthse	03/07/16	0150805780 March panic alarm	03/07/16	19.99	.00	.00	19.99
Vendor Total: C & H SEC				59.97	.00	.00	59.97
Vendor: CARDINAL	Cardinal Office Products						
IN-1496841	03/07/16	0150704450 zoning fax/printer	03/07/16	657.99	.00	.00	657.99
Vendor Total: CARDINAL				657.99	.00	.00	657.99
Vendor: CCI	Carrier Concepts						
38488	03/07/16	0191003820 cdl drug testings	03/07/16	80.00	.00	.00	80.00
Vendor Total: CCI				80.00	.00	.00	80.00
Vendor: CHLOCKSMTH	A Cheaper Locksmith						
019822	03/07/16	0150807210 maint keys	03/07/16	31.70	.00	.00	31.70
Vendor Total: CHLOCKSMTH				31.70	.00	.00	31.70
Vendor: CITY	Taylorsville Waterworks						
3/7annex	03/07/16	0150885780 annex utilities	03/07/16	27.89	.00	.00	27.89

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3/7cths	03/07/16	0150805780 cthse utilities	03/07/16	50.91	.00	.00	50.91
3/7ems	03/07/16	0151405780 ems utilities	03/07/16	98.65	.00	.00	98.65
3/7occtax	03/07/16	0150475780 occtax utilities	03/07/16	22.33	.00	.00	22.33
3/7parks	03/07/16	0154015780 parks utilities	03/07/16	29.85	.00	.00	29.85
3/7recycle	03/07/16	0152175780 recycle utilities	03/07/16	25.38	.00	.00	25.38
3/7sheriff	03/07/16	0150155780 sheriff utilities	03/07/16	27.69	.00	.00	27.69
3/7zoning	03/07/16	0150705780 zoning utilities	03/07/16	27.68	.00	.00	27.68
Vendor Total: CITY				310.38	.00	.00	310.38
Vendor: CLIMPP		Chris Limpp					
3/7reimb	03/07/16	0151404450 reimburse expenses	03/07/16	36.70	.00	.00	36.70
3/7reimb	03/07/16	0191005690 reimb conf exp	03/07/16	84.86	.00	.00	84.86
Vendor Total: CLIMPP				121.56	.00	.00	121.56
Vendor: CMS UNIF		CMS Uniforms Inc.					
648475	03/07/16	0150154810 sher dep uniform	03/07/16	190.90	.00	.00	190.90
648480	03/07/16	0150157170 sher handcuffs	03/07/16	27.95	.00	.00	27.95
648838	03/07/16	0150154810 sher dep uniform	03/07/16	83.90	.00	.00	83.90
649221	03/07/16	0150154810 sher dep uniform	03/07/16	36.95	.00	.00	36.95
649514	03/07/16	0150154810 sher dep uniform	03/07/16	73.90	.00	.00	73.90
649608	03/07/16	0150154810 sher dep uniform	03/07/16	36.95	.00	.00	36.95
651104	03/07/16	0150154810 sher dep uniform	03/07/16	20.95	.00	.00	20.95
Vendor Total: CMS UNIF				471.50	.00	.00	471.50
Vendor: COUNTRY MT		Taylorsville Country Mart					
3/7anim	03/07/16	0152054020 k9 food	03/07/16	33.88	.00	.00	33.88
3/7maint	03/07/16	0150807210 empl waters	03/07/16	10.00	.00	.00	10.00
3/7recycle	03/07/16	0152174680 recycle fuel/kerol	03/07/16	134.11	.00	.00	134.11
Vendor Total: COUNTRY MT				177.99	.00	.00	177.99
Vendor: CSI		Custom Solutions Inc.					
1968	03/07/16	0150153190 proptax softwr leas	03/07/16	780.00	.00	.00	780.00
1968	03/07/16	0150803380 computers lease	03/07/16	2,370.00	.00	.00	2,370.00
Vendor Total: CSI				3,150.00	.00	.00	3,150.00
Vendor: DARLINGING		DAR PRO Solutions					
F890722	03/07/16	0152174680 recycling oilpickup	03/07/16	35.00	.00	.00	35.00
Vendor Total: DARLINGING				35.00	.00	.00	35.00
Vendor: DBS		Daugherty's Body Shop					
15000	03/07/16	0191005210 sher veh mva	03/07/16	1,392.40	.00	.00	1,392.40
15043	03/07/16	0191005210 sher veh vs deer	03/07/16	5,081.65	.00	.00	5,081.65
Vendor Total: DBS				6,474.05	.00	.00	6,474.05
Vendor: DUPLICATOR		Duplicator Sales & Service Inc					
602589	03/07/16	0150803380 p/z server contract	03/07/16	57.29	.00	.00	57.29
Vendor Total: DUPLICATOR				57.29	.00	.00	57.29
Vendor: ECITY		Electric City Inc.					
22054	03/07/16	0150807210 cths emerg ights	03/07/16	43.00	.00	.00	43.00
22337	03/07/16	0150807210 cths exit lights	03/07/16	31.45	.00	.00	31.45
22351	03/07/16	0150807210 cths emerg ights	03/07/16	61.78	.00	.00	61.78

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Vendor Total: ECITY				136.23	.00	.00	136.23
Vendor: FIRSTBANK	First Bankcard						
3/7conf	03/07/16	0191005690 kcjea conf rms	03/07/16	661.71	.00	.00	661.71
Vendor Total: FIRSTBANK				661.71	.00	.00	661.71
Vendor: FOWEN	Owen Plumbing						
1	03/07/16	0150805710 cths elevator pump	03/07/16	155.00	.00	.00	155.00
Vendor Total: FOWEN				155.00	.00	.00	155.00
Vendor: G & C	G & C Supply Co. Inc.						
6606877	03/07/16	0151454480 signs vinyl,blanks	03/07/16	799.98	.00	.00	799.98
6607330	03/07/16	0151454480 signs vinyl	03/07/16	125.00	.00	.00	125.00
Vendor Total: G & C				924.98	.00	.00	924.98
Vendor: GALLS	Galls Inc.						
004838429	03/07/16	0150157170 sher flashlights	03/07/16	221.98	.00	.00	221.98
Vendor Total: GALLS				221.98	.00	.00	221.98
Vendor: GETSET	Get Set Graphics						
4034	03/07/16	0150803380 Feb website, domain	03/07/16	210.39	.00	.00	210.39
Vendor Total: GETSET				210.39	.00	.00	210.39
Vendor: GRBROS	Greenwell Brothers Inc.						
3/7cthse	03/07/16	0150805780 cthse propane	03/07/16	1,274.42	.00	.00	1,274.42
Vendor Total: GRBROS				1,274.42	.00	.00	1,274.42
Vendor: HARDWARE	Bennett Hardware						
3/7anim	03/07/16	0152054020 k9 custodial suppl	03/07/16	19.20	.00	.00	19.20
3/7cthse	03/07/16	0150805710 cths lights,ballast	03/07/16	218.73	.00	.00	218.73
3/7ems	03/07/16	0151405860 ems lights,alarm	03/07/16	46.98	.00	.00	46.98
3/7maint	03/07/16	0150807210 maint shop suppli	03/07/16	26.72	.00	.00	26.72
3/7recycle	03/07/16	0152174680 recyc handle,ties	03/07/16	35.24	.00	.00	35.24
3/7sher	03/07/16	0150155920 sher bolts,screws,	03/07/16	27.49	.00	.00	27.49
3/7zoning	03/07/16	0150704450 zoning light,fxdur	03/07/16	61.85	.00	.00	61.85
Vendor Total: HARDWARE				436.21	.00	.00	436.21
Vendor: HARP	Harp Enterprises Inc.						
33146	03/07/16	0150657370 electn motherboard	03/07/16	781.35	.00	.00	781.35
Vendor Total: HARP				781.35	.00	.00	781.35
Vendor: HILL	Hill Manufacturing Company Inc						
882644-133	03/07/16	0151405860 ems soapdispenser	03/07/16	120.49	.00	.00	120.49
Vendor Total: HILL				120.49	.00	.00	120.49
Vendor: JNWILLIAMS	Jim J. Williams						
3/7mileage	03/07/16	0191005690 training mileage	03/07/16	66.30	.00	.00	66.30
Vendor Total: JNWILLIAMS				66.30	.00	.00	66.30
Vendor: JPCOOKE	J.P. Cooke Company						
383175	03/07/16	0150154450 sher inkpads	03/07/16	35.50	.00	.00	35.50
Vendor Total: JPCOOKE				35.50	.00	.00	35.50

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Vendor: JRILEY John Riley							
3/7reimb	03/07/16	0150014450 reimb cert mail,sup	03/07/16	56.02	.00	.00	56.02
				Vendor Total: JRILEY	.00	.00	56.02
Vendor: KACCA Ky Animal Care & Control Assoc							
M.Gore	03/07/16	0191005690 conf/membership	03/07/16	149.00	.00	.00	149.00
T.Pickens	03/07/16	0191005690 conf/membership	03/07/16	149.00	.00	.00	149.00
				Vendor Total: KACCA	.00	.00	298.00
Vendor: KACOIA KACo Insurance Agency							
B19003	03/07/16	0191005210 deputy bond	03/07/16	39.70	.00	.00	39.70
				Vendor Total: KACOIA	.00	.00	39.70
Vendor: KCCA Kentucky County Clerks' Assocn							
L.Hasselbrock	03/07/16	0150105780 clk assoc mtg	03/07/16	25.00	.00	.00	25.00
				Vendor Total: KCCA	.00	.00	25.00
Vendor: KCJEA1 Ky Co Judge Exec Association							
K.Jones	03/07/16	0191005690 NEOconf registratr	03/07/16	175.00	.00	.00	175.00
				Vendor Total: KCJEA1	.00	.00	175.00
Vendor: KMCA KY Magistrates/Comm. Associatn							
B.Bayers	03/07/16	0191005690 legis trainingday	03/07/16	65.00	.00	.00	65.00
J.Williams	03/07/16	0191005690 legis trainingday	03/07/16	65.00	.00	.00	65.00
J.Williams	03/07/16	0191005690 conf registration	03/07/16	295.00	.00	.00	295.00
				Vendor Total: KMCA	.00	.00	425.00
Vendor: KOLA Ky Occupational License Assoc.							
S.Smith	03/07/16	0191005510 membership	03/07/16	45.00	.00	.00	45.00
				Vendor Total: KOLA	.00	.00	45.00
Vendor: KSCA Kentucky Coroner's Association							
D.Hilbert	03/07/16	0150204450 membership	03/07/16	75.00	.00	.00	75.00
D.Hilbert	03/07/16	0150204450 conf registration	03/07/16	125.00	.00	.00	125.00
				Vendor Total: KSCA	.00	.00	200.00
Vendor: LHESSELBRK Lynn Hesselbrock							
3/7reimb	03/07/16	0150105780 clerk mtg expenses	03/07/16	253.66	.00	.00	253.66
				Vendor Total: LHESSELBRK	.00	.00	253.66
Vendor: LINE X Line-X of Kentucky							
45514	03/07/16	0150155920 sher truckliner,eq	03/07/16	807.00	.00	.00	807.00
				Vendor Total: LINE X	.00	.00	807.00
Vendor: LOGANS Logan's							
3/7cthse	03/07/16	0150805710 ctns/annix floormats	03/07/16	409.90	.00	.00	409.90
3/7ems	03/07/16	0151405780 ems floormats	03/07/16	78.00	.00	.00	78.00
3/7pva	03/07/16	0150305780 pva floormats	03/07/16	60.00	.00	.00	60.00
3/7unif	03/07/16	0150805710 maint/recy/pk unif	03/07/16	307.96	.00	.00	307.96
				Vendor Total: LOGANS	.00	.00	855.86
Vendor: M & M M & M Office Products Inc.							

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35905	03/07/16	0150104450 clerk shreddermaint	03/07/16	125.00	.00	.00	125.00
Vendor Total: M & M				125.00	.00	.00	125.00
Vendor: MAGI		MAGI Services LLC					
2296	03/07/16	0151405500 ems medic gloves	03/07/16	130.00	.00	.00	130.00
Vendor Total: MAGI				130.00	.00	.00	130.00
Vendor: MID-ST		Mid-State Exterminators					
3/7_sh/pz/fc	03/07/16	0150805780 sh/pz/fc pestcontrol	03/07/16	45.00	.00	.00	45.00
3/7annex	03/07/16	0150805780 annex pestcontrol	03/07/16	38.00	.00	.00	38.00
3/7cths	03/07/16	0150805780 cthse pestcontrol	03/07/16	48.00	.00	.00	48.00
3/7ems	03/07/16	0151405780 ems pestcontrol	03/07/16	58.00	.00	.00	58.00
3/7occlax	03/07/16	0150475780 occlax pestcontrol	03/07/16	28.00	.00	.00	28.00
Vendor Total: MID-ST				217.00	.00	.00	217.00
Vendor: NEOPOST		Neopost USA Inc.					
53692903	03/07/16	0150105630 clerk postagmeter	03/07/16	157.35	.00	.00	157.35
Vendor Total: NEOPOST				157.35	.00	.00	157.35
Vendor: OFFICEDEPO		Office Depot					
821876846001	03/07/16	0150014450 judge copypaper	03/07/16	74.97	.00	.00	74.97
821876846001	03/07/16	0150104450 clerk copypaper	03/07/16	49.98	.00	.00	49.98
823344567001	03/07/16	0150154450 sher inkcartridges	03/07/16	281.99	.00	.00	281.99
Vendor Total: OFFICEDEPO				406.94	.00	.00	406.94
Vendor: PVA		Spencer County PVA Fund					
3rd qtr 2015/16	03/07/16	0150303670 state contribution	03/07/16	12,080.83	.00	.00	12,080.83
Vendor Total: PVA				12,080.83	.00	.00	12,080.83
Vendor: QUADMED		Quad Med Inc.					
109700	03/07/16	0151405500 ems medic supplies	03/07/16	219.70	.00	.00	219.70
Vendor Total: QUADMED				219.70	.00	.00	219.70
Vendor: QUILL		Quill Corporation					
3099171	03/07/16	0150804110 custodial cleaners	03/07/16	101.98	.00	.00	101.98
3376253	03/07/16	0150154450 sher files,cartridg	03/07/16	162.75	.00	.00	162.75
3376253	03/07/16	0151404450 ems inkcartridg	03/07/16	91.61	.00	.00	91.61
3658163	03/07/16	0150104450 clerk chair	03/07/16	229.99	.00	.00	229.99
Vendor Total: QUILL				586.33	.00	.00	586.33
Vendor: RADIOSHACK		Taylorsville RadioShack					
10088792	03/07/16	0150154450 sher vga cable	03/07/16	19.99	.00	.00	19.99
10068969	03/07/16	0150154450 sher sd memorycards	03/07/16	89.97	.00	.00	89.97
Vendor Total: RADIOSHACK				109.96	.00	.00	109.96
Vendor: REPUBLIC		Republic Bank & Trust Co.					
levee27-pymt#19	03/07/16	0176006020 levee project	03/07/16	3,720.16	.00	.00	3,720.16
Vendor Total: REPUBLIC				3,720.16	.00	.00	3,720.16
Vendor: RUMPKE		Rumpke of Kentucky, Inc					
2583874	03/07/16	0153404680 litter dumpster	03/07/16	924.65	.00	.00	924.65
Vendor Total: RUMPKE				924.65	.00	.00	924.65

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Vendor: SHCOULTER Sherie Coultter							
3/7mileage	03/07/16	0150105760 training mileage	03/07/16	31.20	.00	.00	31.20
				Vendor Total: SHCOULTER	31.20	.00	31.20
Vendor: SOFTW MGMT Software Management LLC							
24795	03/07/16	0160103180 clerk softwr progrm	03/07/16	2,522.00	.00	.00	2,522.00
				Vendor Total: SOFTW MGMT	2,522.00	.00	2,522.00
Vendor: STERICYCLE Stericycle, Inc.							
4006123213	03/07/16	0151405780 ems hazmat disposal	03/07/16	883.62	.00	.00	883.62
				Vendor Total: STERICYCLE	883.62	.00	883.62
Vendor: TBRUMMER Thomas Brummer							
3/7reimb	03/07/16	0150154810 reimb unif shirt	03/07/16	41.27	.00	.00	41.27
				Vendor Total: TBRUMMER	41.27	.00	41.27
Vendor: TEACUP The Tea Cup							
442300	03/07/16	0151354200 KyEM area mtg expen	03/07/16	127.00	.00	.00	127.00
				Vendor Total: TEACUP	127.00	.00	127.00
Vendor: TOMSTECH Tom's Tech Supply LLC							
0532	03/07/16	0160807210 maint wheelweights	03/07/16	41.61	.00	.00	41.61
				Vendor Total: TOMSTECH	41.61	.00	41.61
Vendor: TRW Thomson Reuters-West							
833366521	03/07/16	0150163480 sher CLEAR, Jan2016	03/07/16	140.00	.00	.00	140.00
				Vendor Total: TRW	140.00	.00	140.00
Vendor: WIN.NET Win.Net Internet							
115232-79	03/07/16	0150803380 emailbox overages	03/07/16	9.00	.00	.00	9.00
				Vendor Total: WIN.NET	9.00	.00	9.00
Vendor: WINROC SPI Winroc							
3/7tiles	03/07/16	0150805710 cths ceiling tiles	03/07/16	244.15	.00	.00	244.15
				Vendor Total: WINROC SPI	244.15	.00	244.15
Vendor: WRIGHTEXPR Wex Bank							
3/7anim	03/07/16	0152055920 k9 dept fuel	03/07/16	87.59	.00	.00	87.59
3/7bdgins	03/07/16	0151154550 bdginsap fuel	03/07/16	76.74	.00	.00	76.74
3/7ems	03/07/16	0151404550 ems fuel	03/07/16	1,433.09	.00	.00	1,433.09
3/7maint	03/07/16	0150807210 mainten fuel	03/07/16	89.36	.00	.00	89.36
3/7parks	03/07/16	0154014550 parks fuel	03/07/16	255.37	.00	.00	255.37
3/7recyc	03/07/16	0152174880 recycling fuel	03/07/16	255.76	.00	.00	255.76
3/7sheriff	03/07/16	0150154550 sheriff fuel	03/07/16	2,235.15	.00	.00	2,235.15
3/7zoning	03/07/16	0150704450 zoning enf fuel	03/07/16	29.30	.00	.00	29.30
				Vendor Total: WRIGHTEXPR	4,462.36	.00	4,462.36

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Spencer County Fiscal Court
Open Invoice Report
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General

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	60,283.48
Open Credits	00
Less Discounts Available	00
Net Balance Due	60,283.48

*** Report Options ***
Vendors: ALL
Invoice Dates: ALL
Status: Released
Accounts: 0149090000 to 01GROSS
As Of: Current Date (03/04/2016)
*** End of Report ***

03/04/16
11:04AM

Spencer County Fiscal Court
Open Invoice Report
As of March 04, 2016

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Jail

Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
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Vendor: TYSSAW Tyson Schwab Short & Weiss

402060827	03/09/16	MEDICAL-J.EDSELL	03/09/16	7.67	00	00	7.67
Vendor Total: TYSSAW				7.67	00	00	7.67

Vendor: WRIGHTEXPR Wax Bank

3/6jailer	03/09/16	0351014550 jailer fuel	03/09/16	145.88	00	00	145.88
Vendor Total: WRIGHTEXPR				145.88	00	00	145.88

* These invoices are on hold.

Report Total: Invoices	153.55
Open Credits	00
Less Discounts Available	00
Net Balance Due	153.55

*** Report Options ***
Vendors: ALL
Invoice Dates: ALL
Status: Released
Accounts: 0350801770 to 03GROSS
As Of: Current Date (03/04/2016)
*** End of Report ***

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Spencer County Fiscal Court
Open Invoice Report
As of March 04, 2016

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Road

Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
Vendor: A&MOIL		A & M Oil Company inc.					
F29230	03/08/16	0261054550 road fuel	03/08/16	1,613.33	.00	.00	1,613.33
F33898	03/08/16	0261054550 road fuel	03/08/16	857.11	.00	.00	857.11
Vendor Total: A&MOIL				2,470.44	.00	.00	2,470.44
Vendor: AHP		Air Hydro Power					
9711826	03/08/16	0261055920 couplings	03/08/16	82.62	.00	.00	82.62
Vendor Total: AHP				82.62	.00	.00	82.62
Vendor: ASFORD		All-State Ford Truck Sales LLC					
5372611	03/08/16	0261055920 reservoir	03/08/16	33.59	.00	.00	33.59
Vendor Total: ASFORD				33.59	.00	.00	33.59
Vendor: AT&T		A T & T					
3/8road	03/08/16	0261055780 road phone/net	03/08/16	131.53	.00	.00	131.53
Vendor Total: AT&T				131.53	.00	.00	131.53
Vendor: ATMOBILIT		AT&T Mobility					
3/8road	03/08/16	0261055780 road cellphones	03/08/16	588.12	.00	.00	588.12
Vendor Total: ATMOBILIT				588.12	.00	.00	588.12
Vendor: BENGAS		Bennett's Gas Company					
3/8road	03/08/16	0261055780 road utilities	03/08/16	226.27	.00	.00	226.27
Vendor Total: BENGAS				226.27	.00	.00	226.27
Vendor: CCSI		California Contractors Supply					
TT19543	03/08/16	0261054750 wrenches	03/08/16	199.80	.00	.00	199.80
TT19544	03/08/16	0261054750 drillbits	03/08/16	139.90	.00	.00	139.90
Vendor Total: CCSI				339.70	.00	.00	339.70
Vendor: CITY		Taylorsville Waterworks					
3/8road	03/08/16	0261055780 road utilities	03/08/16	54.27	.00	.00	54.27
Vendor Total: CITY				54.27	.00	.00	54.27
Vendor: CTW ELECTR		CTW Electrical Co. Inc.					
145025-00	03/08/16	0261055920 connectors,fuses	03/08/16	137.54	.00	.00	137.54
145042-00	03/08/16	0261055920 worklamp,lesfer	03/08/16	160.08	.00	.00	160.08
145045-00	03/08/16	0261055920 capscrews,switch	03/08/16	176.80	.00	.00	176.80
Vendor Total: CTW ELECTR				474.42	.00	.00	474.42
Vendor: HARDWARE		Bennett Hardware					
3/8road	03/08/16	0261054750 wrench,gasketmaker	03/08/16	54.35	.00	.00	54.35
3/8road	03/08/16	0261054070 concrete mix	03/08/16	15.00	.00	.00	15.00
3/8road	03/08/16	0261055920 bolts,cuttingdisks	03/08/16	23.25	.00	.00	23.25
Vendor Total: HARDWARE				92.61	.00	.00	92.61
Vendor: HAYDONMAT		Haydon Materials LLC					
169933	03/08/16	0261054090 dga stone	03/08/16	373.54	.00	.00	373.54
170268	03/08/16	0261054090 stone	03/08/16	799.30	.00	.00	799.30
170269	03/08/16	0261054090 stone	03/08/16	947.36	.00	.00	947.36
170270	03/08/16	0261054090 stone	03/08/16	877.98	.00	.00	877.98
170271	03/08/16	0261054090 stone	03/08/16	803.34	.00	.00	803.34

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Spencer County Fiscal Court
Open Invoice Report
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Road

Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
Vendor Total: HAYDONMAT				3,801.52	.00	.00	3,801.52
Vendor: IMI Irving Materials Inc.							
20119713	03/08/16	0261054070 LoveLn work	03/08/16	1,065.00	.00	.00	1,065.00
Vendor Total: IMI				1,065.00	.00	.00	1,065.00
Vendor: JEDINGER J. Edinger & Son, Inc.							
31070	03/08/16	0261054460 spreader motor	03/08/16	190.00	.00	.00	190.00
31148	03/08/16	0261054460 spinner	03/08/16	189.00	.00	.00	189.00
31173	03/08/16	0261054460 spinner hub	03/08/16	89.00	.00	.00	89.00
31181	03/08/16	0261054460 valve,coilassembly	03/08/16	103.99	.00	.00	103.99
31182	03/08/16	0261054460 bearings	03/08/16	60.00	.00	.00	60.00
Vendor Total: JEDINGER				631.99	.00	.00	631.99
Vendor: LOGANS Logan's							
3/8road	03/08/16	0261055780 road uniforms	03/08/16	565.30	.00	.00	565.30
Vendor Total: LOGANS				565.30	.00	.00	565.30
Vendor: SAF-TI-CO Saf-Ti-Co Inc.							
0218108-IN	03/08/16	0261054690 brackets.posts	03/08/16	189.00	.00	.00	189.00
Vendor Total: SAF-TI-CO				189.00	.00	.00	189.00
Vendor: SHCROAD Shelby County Road Department							
49	03/08/16	0261054460 4750gal brine@0.13	03/08/16	617.50	.00	.00	617.50
Vendor Total: SHCROAD				617.50	.00	.00	617.50
Vendor: SMO Safety Meeting Outlines Inc.							
safety	03/08/16	0261054450 safety trainings	03/08/16	82.00	.00	.00	82.00
Vendor Total: SMO				82.00	.00	.00	82.00
Vendor: TOTALTRUCK Total Truck Parts							
425036	03/08/16	0261055920 ujoint kit,tube	03/08/16	112.79	.00	.00	112.79
425037	03/08/16	0261055920 oilline kit,seal	03/08/16	148.07	.00	.00	148.07
426865	03/08/16	0261055920 wire	03/08/16	25.99	.00	.00	25.99
Vendor Total: TOTALTRUCK				284.85	.00	.00	284.85
Vendor: WRIGHTEXPR Wax Bank							
3/8road	03/08/16	0261054550 road fuel	03/08/16	481.16	.00	.00	481.16
Vendor Total: WRIGHTEXPR				481.16	.00	.00	481.16
Vendor: WWEINC Worldwide Equipment Inc.							
AW08441	03/08/16	0261055920 truck repair	03/08/16	1,641.67	.00	.00	1,641.67
Vendor Total: WWEINC				1,641.67	.00	.00	1,641.67

* These invoices are on hold.

Report Total: Invoices	13,853.56
Open Credits	.00
Less Discounts Available	.00
Net Balance Due	13,853.56

*** Report Options ***

Vendors: ALL

Invoice Dates: ALL

Status: Released

Accounts: 0250011010 to 02GROSS

As Of: Current Date (03/04/2016)

*** End of Report ***

ADDITIONAL INVOICES AND TRANSFERSGENERAL FUND INVOICES/TRANSFERS

Freedom Dodge	0150157230 dodge truck (f.c. appr'd 10/19/2015)	28752.80
Kenisha Marshall	0154014670 basketball referee 2/20 & 2/27	330.00
Kala Marshall	0154014670 basketball scorekeeper, 2/20 & 2/27	130.00
Anita Marshall	0154014670 basketball scorekeeper 2/20 & 2/27	190.00
Jakob Dickerson	0154014670 basketball scorekeeper 2/20 & 2/27	120.00
Carnerick Thomas	0154014670 basketball referee 2/20 & 2/27	210.00
Tony Judd	0154014670 basketball referee 2/20 & 2/27	165.00
Ronnie Hahn	0154014670 basketball referee 2/20 & 2/27	285.00
Kiaunte Downs	0154014670 basketball scorekeeper 2/27	30.00
Harley Malone	0152174680 reimb boots allowance	52.82
Salt River Electric	0150855780 maintenance utilities	324.60
	0152055780 k9 utilities	108.20
	0151405780 ems utilities	1340.28
	0152175780 recycling utilities	79.62
	0151363480 radiotower utilities	41.96
	0154015780 parks utilities	646.74

Transfer \$399.52 to 0150104450 (clerk supplies) from 0150105730 (clerk phone) for invoice/acct correction
 Transfer \$4055 to 0150011010 (judge salary) from 019200186 (employee leave)
 Transfer \$4230 to 0150011030 (deputy judge salary) from 0192001860 (employee leave)
 Transfer \$310 to 0150101010 (co clerk salary) from 0150154450 (sher office supplies)
 Transfer \$11000 to 0150103180 (clerk software program) from 0150101030 (clerk deputy salaries)
 Transfer \$310 to 0150151010 (sheriff salaries) from 0150153070 (sheriff tax settlement)
 Transfer \$66000 to 0150151030 (sheriff deputies salaries) from 0192001860 (employee leave)
 Transfer \$18000 to 0150151230 (court security salaries) from 0150157230 (sheriff new vehicles)
 Transfer \$10300 to 015015202H (sheriff hazard retirement) from 0192001860 (employee leave)
 Transfer \$1650 to 015015573W (sheriff wireless) from 0150154450 (sheriff office supplies)
 Transfer \$3500 to 0150401020 (treasurer salary) from 0192001860 (employee leave)
 Transfer \$1000 to 0150475780 (occ tax utilities) from 0150471420 (occ tax admin salary)
 Transfer \$150 to 0150504450 (abc office supplies) from 0150803020 (co ads)
 Transfer \$1400 to 0150651930 (electn commissioners) from 0150657370 (electn expenses)
 Transfer \$750 to 0150703020 (zoning ads) from 0150704450 (zoning office supplies)
 Transfer \$2400 to 0150801470 (mainten technician) from 0194002030 (benefits cards)
 Transfer \$600 to 0150801750 (custodial salary) from 0192001860 (employee leave)
 Transfer \$4000 to 0150801850 (asst to superintendent) from 0191005210 (insurance/bonds)
 Transfer \$400 to 0150805710 (bldgs/grounds) from 0192001860 (employee leave)
 Transfer \$1000 to 0150805710 (bldgs/grounds) from 0150803020 (co ads)
 Transfer \$1000 to 0150807210 (mainten supplies) from 0151363480 (communications equipment)
 Transfer \$150 to 0151354200 (DEM office supplies) from 0151351070 (DEM dir salary)
 Transfer \$500 to 0151401670 (ems clerk salary) from 0151401370 (ems salaries)
 Transfer \$9000 to 0152051020 (k9 officer salary) from 0152053150 (k9 sheltering)
 Transfer \$2000 to 0152054020 (k9 equipment) from 0152051790 (k9 part time officer)
 Transfer \$6000 to 0152171610 (recycle salaries) from 0180999990 (adf project)
 Transfer \$1000 to 0153404680 (litter programs) from 0153303480 (community events)
 Transfer \$4100 to 0154011070 (parks dir salary) from 0191005210 (insurance/bonds)
 Transfer \$2500 to 0154011850 (parks asst dir) from 0154014060 (parks mainten)
 Transfer \$1500 to 0154014670 (parks equipment) from 0154011790 (parks parttime help)
 Transfer \$2000 to 0154015780 (parks utilities) from 0194002120 (hb810 trainings)
 Transfer \$16000 to 0194002010 (social security match) from 0191005210 (insurance/bonds)
 Transfer \$13000 to 0194002020 (retirement match) from 0191005210 (insurance/bonds)
 Transfer \$12000 to 0194002050 (health insurance match) from 0191005210 (insurance/bonds)

ROAD FUND INVOICES/TRANSFERS

Salt River Electric	0261055780 road utilities	399.03
Crossroads Ford	0261054410 truck (purchased 9/2015)	70670.00

Transfer \$7000 to 0261031020 (foreman salary) from 0261054070 (concrete)
 Transfer \$16000 to 0261051430 (road labor salaries) from 0261054550 (road fuels)
 Transfer \$100 to 0261054450 (office supplies) from 0261054470 (materials/supplies)
 Transfer \$6000 to 0294002050 (health insurance match) from 0294002010 (social security match)


JAIL FUND INVOICES/TRANSFERS

Transfer \$7500 to 0350801770 (superintendent of bldgs) from 0392001860 (employee leave)
 Transfer \$300 to 0394002010 (social security match) from 0392001860 (employee leave)
 Transfer \$1300 to 0394002020 (retirement match) from 0392001860 (employee leave)
 Transfer \$408 to 0394002050 (health insurance match) from 0392001860 (employee leave)

<u>Cash Balances:</u>	<u>General Fund</u>	<u>Road Fund</u>	<u>Jail Fund</u>
2/27/2015	\$1,005,523.58	\$514,263.24	\$24,037.51
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
7/29/2015	\$483,467.55	\$184,616.85	\$130,587.19
8/31/2015	\$432,531.91	\$934,004.65	\$111,226.60
9/30/2015	\$283,316.09	\$776,867.70	\$89,868.17
10/30/2015	\$707,125.67	\$712,103.61	\$77,578.15
11/30/2015	\$788,291.19	\$655,810.24	\$52,852.18
12/29/2015	\$903,934.84	\$399,956.31	\$77,069.34
1/31/2016	\$780,620.76	\$500,212.23	\$67,749.39
2/23/2016	\$718,368.25 (- loan pymts)	\$690,994.26 (-73,000 Cedar Springs)	\$71,164.98

Discussion ensued regarding some of the transfers and the reason behind them. Judge Riley called the Deputy Judge to the meeting room to attempt to explain the transfers. Esq. Judd asked if the affected Department Heads had been made aware of the transfers prior to Court. The Sheriff and Clerk stated that they had not been notified of the transfers at all.

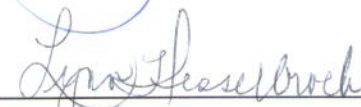
- On the motion of Esq. Bayers, seconded by Esq. Goodlett, with all members of the Court present voting 'aye', except Esq. Judd, who abstained, it is hereby ordered to approve the expenditures, purchases, invoices and transfers including the additional transfers.
- On the motion of Esq. Bayers, seconded by Esq. Goodlett, with all members of the Court present voting 'aye', it is hereby ordered to adjourn this Fiscal Court meeting at 11:53 am.



 Spencer County Judge Executive, John Riley

3-21-16

 Date



 Attest: Spencer County Clerk, Lynn Hesselbrock

3-21-16

 Date