

SPENCER COUNTY FISCAL COURT

Fiscal Court Meeting Room
28 East Main Street

Monday, April 3, 2017

8:30am

Public Hearing for Proposed Uses of the County Road Aid (CRA) and Local Government Economic Assistance (LGEA) Funds

9:00am

Court 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.
- H. Communications/reports from Members, Other Offices, and Committees
 - 1. Main Street presentation, re: jail improvements
 - 2. Buildings & Grounds committee
 - a) sheriff bldg update
 - b) painting and carpet estimates
 - 3. Zoning
 - a) readings and recommendations
 - b) Silo Farms agreement, Charles Tichenor
 - 4. Solid Waste committee
 - 5. Veterans committee
 - 6. Equipment committee
 - 7. Administrative Code Committee
 - 8. Nuisance ordinance committee
 - 9. Cable Television committee
 - a) Letter from Linda Ain

- I. Old Business
 - 1.

- J. New Business
 - 1. County Road Aid agreement and resolution for FY2017-18
 - 2. Sheriff ammunitions quotes
 - 3. Results of FEMA bid projects for Ten Mile Rd and Wilder Rd
 - 4. Land and Water Conservation Funds (LWCF) application and resolution, public hearing set for April 17, 2017 at 6:30pm
 - 5. Review and approval of expenditures, purchases, invoices, & transfers
 - 6. Executive Session – pursuant to provisions of KRS 61.815, and 61.810 (b) for the purpose of real estate contract negotiations

- K. Adjournment

**ANNOUNCEMENTS, COMMUNITY EVENTS
and TRAINING OPPORTUNITIES**

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

SPENCER COUNTY FISCAL COURT MONDAY, APRIL 3, 2017, 8:30 AM
PUBLIC HEARING FOR PROPOSED USES OF THE COUNTY ROAD AID (CRA) AND LOCAL GOVERNMENT
ASSISTANCE (LGEA) FUNDS
FISCAL COURT MEETING ROOM
28 EAST MAIN STREET
MINUTES

A. CALL TO ORDER

The meeting was called to order at 8:30 am by County Judge Executive, John Riley.

B. ROLL CALL

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

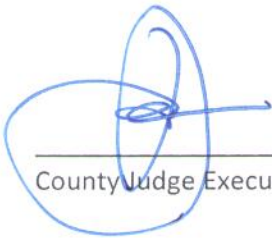
C. COMMENTS BY CITIZENS

1. Ms. Cheryl Klotz

Ms. Klotz came before the Court to say that she was not familiar with this particular forum, but when she saw County Road Aid, she said she felt compelled to come and talk on behalf of Tanglewood Drive. She said she had come to Court on many occasions to speak about Tanglewood Drive and why she believed the County should take over maintenance of the road. She said she did not know what this particular road aid was for, but she suspected it was for roads that had already been taken into the County Road System. She said she would like to remind the Court that Tanglewood Drive should have been taken over by the County years ago, the road was approved by the County for development, the bond was issued and cashed by the County, currently they had gone to some lengths to get the insurance company to pay up, and then here we were with no County road. She said that now that there was money available that is not able to be used for Tanglewood Drive, from what she understood. She said that even though she understood that she never expected for the road to be made like new, this would be a wonderful opportunity, if the road was on the County Road system, to dig up some of the potholes and smooth them out and make it safe for residents and the golf course and a bus if one ever had to go back there. She said that is why she came, to see what was going on with the money and remind the Court that Tanglewood Drive really should be part of the County Road system. The Judge said that he had a question. The Judge went on 'have the landowners and property owners and homeowners back there done anything to form an association or anything to deal with the repairs to the road?' Ms. Klotz replied that they did not have an association because there were just a few houses back there at this time plus the golf course and the apartments. The Judge said 'then you're talking about all of those roads, not just Tanglewood Drive.' And Ms. Klotz replied 'well Tanglewood Drive passes by the golf course and the entrance to the apartments. But as you know, there would not be enough money, but it's really kind of a moot point in my opinion because, it's the County's responsibility once there's a bond, that's when Homeowner's Association disband is when the County takes over the road. Some people have tried to do a little of their own patchwork for safety, but that's it. There's some potholes filled, there's some cold patching....'

The Judge asked if anyone else wanted to speak. No one came forward.

- Motion made by Esq. Bayers, seconded by Esq. Goodlett, with all members of the Court present voting 'aye' by voice vote, it is hereby ordered to adjourn the special hearing at 8:38 am.



County Judge Executive, John Riley

4-12-17

Date



Attest: Spencer County Clerk, Lynn Hesselbrock

4-21-17

Date

SPENCER COUNTY FISCAL COURT
MONDAY, APRIL 3, 2017, 9:00 AM
SPENCER COUNTY FISCAL COURT MEETING ROOM
28 EAST MAIN STREET
MINUTES

A. OPENING PRAYER

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

B. PLEDGE OF ALLEGIANCE TO THE U.S AND KENTUCKY FLAGS

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

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

E. APPROVAL OF THE MINUTES FROM PREVIOUS COURT MEETINGS

- Motion made by Esq. Judd, seconded by Esq. Rogers, with all members of the Court present voting 'aye' by roll call vote, it is hereby ordered to approve the minutes from the March 20th Fiscal Court meeting with any corrections being made.
- Motion made by Esq. Judd, seconded by Esq. Bayers, with all members of the Court present voting 'aye' by roll call vote, it is hereby ordered to approve the minutes from the March 27th special meeting with any corrections being made.

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

1. Mr. Lawrence Trageser came before the Court to state that the County Attorney must be aware of KRS 69.210 which says the County Attorney must supervise the payment claims against the County treasury. He went on that if Fiscal Court approves claims, the County Attorney is responsible for opposing payment for illegal or unjust bills. He went on the County Attorney must oppose all illegal or unjust claims when Fee Officers owe the County excess fee money, Fiscal Court must direct the County Attorney to bring suit if necessary to collect the funds under KRS 64.820. Mr. Trageser said that he had come before Fiscal Court some time ago questioning where the \$7,500.00 plus is on a refueling truck that the Sheriff sold. He said that he had not received an answer. And he said to this date, unless the Treasurer could correct him, and unless the Sheriff has provided a report where he shows where that money is, he would have to conclude that it was theft. He said it was over \$500.00, it would be a felony. Mr. Trageser said that issue he was bringing before the County Attorney's consideration today was the request for ammunition. Mr. Trageser said he had executed an open records request from the Sheriff's department that had gone to the Attorney General's office, he had asked for all training records with firearms that the Sheriff's office conducted from the beginning of Sheriff's Stump's term. He said he had documents before him. He said the only documents he received were from the year 2014. He said with all the rounds added up, it was under 500 rounds. He went on that when he went back into the budget documents back to 2012, just one year after he took office, there was \$3,000.00 for ammo. In 2013, there was \$6,000.00 for ammo. In 2014, there was \$7,000.00 for ammo. He said the latest one for 2016 was \$4,000.00. Mr. Trageser said he was now asking for another \$3,000.00 to \$4,000.00 for ammo. Mr. Trageser said he thought that it was reasonable to ask the Sheriff for an accounting of where these bullets were going. Mr. Trageser went on to say he was receiving reports that the ammo was being stored in a worm barn in cabinets on the Sheriff's property. Mr. Trageser said he had also heard reports that ammo was being handed out in milk jugs to individuals. Mr. Trageser said that even if he

had gone out and bought premier ammunition, it still would not have cost as much as what the Sheriff had spent. Mr. Trageser said what he wanted to know was where was all the ammunition, and he had asked for the accountability for it, and if the reports he had were accurate, it would mean that \$7,000.00 was spent for 500 rounds. Mr. Trageser went on with a list of complaints against the Sheriff. Mr. Trageser said that last issue he wanted to bring to the attention of Fiscal Court was Edgewater. He said for as long as he could remember, Edgewater had been 'a pile of crap' He said Fiscal Court had been ripped off, not received money due them and was at least one year, if not 2 years in the hole. He said that he had read the contracts and he thought it was time the Court sent this back to the Kentucky Department of Parks. He said that he had worked for Morris Foreman for years and that sewage is not a money maker. Mr. Trageser questioned how the group promoting a 3-4 % restaurant tax was going to bring tourism to the County. He said if Edgewater couldn't do it with the cabins, how was this group going to do it.

2. Ms. Roxanne Smith came before the Court with a letter she had written regarding the nuisance ordinance. She had two small children with her and was unable to stay and read the letter, but the letter in contained here in the minutes.

Good morning. Thank you for taking the time to respond and your interest in my position on this proposed regulation. I would like to start by telling you that my husband and I moved to Spencer Co. from Bullitt Co. almost four years ago. In our search for the perfect place to raise our family, we were certain that we would stay out of Jefferson Co., because of both the large school system/busing but also because of all of the restrictions on residents. We were looking for more freedom and a more rural community. I didn't fully understand the zoning at the time and I didn't realize that the property being zoned R1 would be so limiting, which is disappointing.

I think the majority of the language in this proposed regulation leaves much up to the interpretation of the enforcement official. There are still a lot of properties in Spencer county that are zoned R1, but are not in a subdivision. Health and safety concerns are already addressed in existing KRS statutes.

I will start with "**Dwellings unfit for human habitation: Buildings unfit for human habitation that are visible from a county, state, federal or public roadway.**" First, what is the intent of this regulation? If it is not visible, is it not a problem? Does that mean the concern is aesthetic and not a safety concern? Is there not already an existing state provision that would deal with this issue if it were a safety concern and not just an eyesore? Who or what guidelines determine if it is unfit for human habitation? What if it isn't fit for human habitation but it is on a property where the person has another home and does not have the means to destroy the dwelling? What if they have repurposed this into another use? Why is it the county's position to make decisions for dwellings on private property?

"**Dilapidated buildings: Any accessory building, house or structure visible from a county, state, federal, or public roadway which is so out of repair and dilapidated that it constitutes a fire hazard liable to catch fire or communicate fire, or which due to inadequate maintenance or neglect, endangers the public, health, welfare, or safety.**" Again, I would ask who determines what is dilapidated. There are a lot of barns and buildings in the county that are still in use that I could see being determined to be "dilapidated". Are we only concerned with a fire danger if you can see it from the road? Being dilapidated does not alone constitute an increased fire threat. Fire dangers are mitigated through fire code and not the county zoning inspector. It appears the zoning committee is using the threat of fire as a scare tactic for additional regulations for the enforcement officer. I again do not think it is the responsibility of the county official to determine the status of a building. You would be placing a lot of room for interpretation in this individuals hands.

"**The parking, storage, or abandonment of any kind of motor vehicle on any private or public property for a period of time in excess of thirty days which is inoperative, except on premises authorized by the Community for such purposes, this section shall not apply to abandoned vehicles in an enclosed building.**" This is not a gated, small community. This is rural Spencer County. There are a lot properties throughout the county that have numerous vehicles and farm equipment on the property that they own and pay taxes on. I do not think the county's job is to regulate how many vehicles can be on private property. I think my argument holds, that if you want to live under strict guidelines you should move to a deed restricted subdivision where someone will tell you how many vehicles you can have and what color your mailbox can be.

The same arguments for the obnoxious growth and discarded items. This is not the job of my government. Discarded items, could be a lot of things. A washing machine that could be fixed or used for parts. It might not be my cup of tea to have that stored on my property but I don't think it is my job to tell my neighbors what they can store on their property. In regard to the "obnoxious growth" those restrictions belong in a restricted community, not every property zoned R1 in the county.

I believe trying to treat rural Spencer Co. with a one size fits all regulation that reaches out into the community, where people are looking for more freedom, less regulation, and an opportunity to escape the cookie cutter lifestyle that is the Jefferson Co. model, constitutes a poor use of resources and taxpayer dollars. If there are true, specific health and safety concerns that need to be addressed, please offer a targeted solution. Most issues could be addressed by neighbors having a meaningful discussion, not with a broad stroke regulation, enforced by an unelected official.

Please vote "no" on the proposed zoning regulation.

Respectfully,
Roxanne Smith
502-492-4668

3. Ms. Cheryl Klotz came before the Court to remind them that the Court had approved the purchase of timeclocks over a year ago and it is time to move forward with the purchasing of the clocks. She said she would like for someone to take the next necessary steps toward this. Ms. Klotz went on that the Governor was looking at take-home cars for State employees to save some money by re-evaluating who is taking them home and she thought that would also be a good way for the County to save some money. She said take home cars involved not only the cost of the vehicles themselves but also cost in the way of fuel, maintenance and insurance. She said that she had heard that there are a lot of take home vehicles in the County, but that might be something to look into to save some money.

4. Jo Woodward came before the Court to ask permission for the Main Street group to paint, landscape and fence the old Jailhouse and the yard. She said part of the purpose of Main Street was to preserve historical buildings and to beautify the City. She said that the old jail had much history and they would like to see it preserved. She said that they were not asking for any money because they had raised the money needed to do these improvements. She said their fundraising projects were the Dinner in Jail, Progressive Dinner and the Christmas Home Tour. She went on to describe some of the improvements they would like to make. She said they would like to proceed with the improvements in order to be ready for the Dinner in Jail which would be the 29th of this month. Ms. Beverly Ingram told the Court that the Historic Main Street was a Nationally accredited program and their group had worked very hard to achieve this status.

- Motion made by Esq. Bayers, seconded by Esq. Rogers, with all members of the Court present voting 'aye' by voice vote, it is hereby ordered to grant the Main Street Association permission to paint the inside of the old jail, fence the courtyard of the jail and finish landscaping with a walkway without cost to Fiscal Court.

5. Ms. Stacey Koon came before the Court to update them on the Strategic Plan. She mentioned the article in the paper with the Levee Trail map. She said that there were 4 people who were interested in the Strategic Plan who attended the Trail Town Summit in Moorehead a few weeks back. They saw what other towns have been able to do with trails that they've had created or that already in existence, and what that has done for their city and businesses that has brought in as support. She said that they had presented the map and would like everyone to attend the next Strategic Planning meeting on April 27th at the City Annex. They wanted to get the public's feedback again. She said it had been a year since the Strategic Plan had been started and many of the committees have worked hard to get where they have, and with all the planning that went on with that. She said the next big project was the Levee Trail. This would include the River Walk as well. She said the next thing for tourism would be the Paddle Battle on June 9th and 10th. She said she had received approval from the State to close the State Park ramp for a few hours on Saturday. She said she would have liked to have the ramp closed for Friday and Saturday, but they would take what they could get. She said that they were given some stipulations to follow. She said the next thing was for the Chamber. She said that the Chamber has created an Economic Development Committee and 2 representatives are going to go to Owensboro on April 19th through the 21st to attend the Kentucky Association for Economic Development. She said that they had met with Brad Thomas last week who is with the East Kentucky Division of Kentucky Touchstone Energy Cooperative. He is in charge of the Statebook page, the International Statebook page. She said Taylorsville and Spencer County has no presence on this currently. He

is going to help develop that page. He has agreed to speak at the May 11th Chamber luncheon. He will be speaking on how to tell Taylorsville's story, so that people who are looking to build a business somewhere have information on what our community is, not just the stats, but our story and what we're doing. She said he is going to an event in Toronto in September and if we can develop our page, he will highlight Taylorsville in September. She said this was a huge opportunity for Taylorsville to get their story out there, and create some economic development. The Judge congratulated Ms. Koon on the Paddle Battle. The Judge said Brad Thomas was a speaker at the Ky. Judges and Magistrates Conference. The Judge said 'this Statebook is.... you are the Chairman, Ms. Koon interjected 'I'm Chairing it, Teresa Winkler is on it, James Tipton, and Troy Koon are all on the committee.' The Judge said 'this is excellent. As most of you know, they dismantled our Economic Development office, so this is an excellent move to do that through the Chamber of Commerce.'

6. Ms. Beverly Ingram informed the Court that KET would be filming in and around downtown Taylorsville today, specifically, at the Red Scooter and The Tea Cup, Bennett's and the Sassy Bunny. The Judge asked if it was tourism related and Ms. Ingram said it was Kentucky Life who would be visiting. Ms. Ingram did not know when the episode would be aired on television.

G. COMMUNICATIONS FROM COUNTY JUDGE EXECUTIVE

1. The Judge said he wanted to mention that they did have a road slide in Esq. Judd's district on Delta Road. The Judge went on 'and we're going to see later on as we get into the agreement with the regard to our, with regard to the County Road Aid and I strongly recommend that we continue on with the co-op because we are going to have to apply for emergency funding to help dealing with the slide on Delta.

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

3. Zoning.

a) readings and recommendations

There was one second reading.

PUBLIC NOTICE

Please take notice that the Fiscal Court of Spencer County on the 3rd day of April 2017 passed the following ORDINANCES:

1. On motion of Esq. Goodlett, second by Esq. Moore with all members of the court present voting "Aye", to approve the zone change request of Dean and Lisa Ware from Ag-1, agricultural to R-1, residential on 1,002 acres located on Mill Road 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

- Motion made by Esq. Goodlett, seconded by Esq. Moore, with all members of the Court present voting 'aye' by roll call vote, it is hereby ordered to approve the zone change request of Dean and Lisa Ware based on the recommendation and findings of fact presented by the Planning & Zoning Commission.

- b) Silo Farms agreement, Charles Tichenor
1. Main Street presentation, re: jail improvements
Already presented.
2. Buildings & Grounds committee
 - a) sheriff building update

Mr. Darrell Herndon came before the Court to say that they were getting ready to hang drywall. He said they were going to need paint estimates and the Judge said 'approve paint estimates' and Mr. Herndon said after the paint they would need to carpet. He said he got what he hoped would be 'an apples for apples estimate' and said he had misplaced the carpet estimate 'from the first go around.' One estimate had 50- ounce carpet and the other estimate had 30- ounce carpet. He said he would recommend the bid that quoted the 50- ounce carpet. He said that there was a \$100.00 difference in the painting bids, and he felt either bidder would do a good job. The Judge said what they were looking at was 'a quote from Frank Nix for \$4820.20 but that was for the whole building. Mr. Herndon said 'just the downstairs for Frank Nix is \$2681.20.' He also said if the estimate was broken down room by room, Mr. Nix's bid was still lower. Mr. Nix's bid was also for 50-ounce carpet. Esq. Rogers was dispatched to have copies of another carpet bid. Esq. Judd expressed concern that there was some work that might not have been done properly. Mr. Herndon asked if anyone wanted to take a tour before the drywall was hung. Esq. Judd said that he would like to see the office space before drywall was installed. A ten-minute recess was called to allow members of the Court to inspect the work done in the Sheriff's office. Upon return to Court Esq. Judd said that he was told that because the area he had concerns about would not be seen, that it was okay. Esq. Judd said he felt it was not okay, so he would pass on the approval of the work. The County Attorney said that he wanted to add that as the estimates for repair were being obtained, the Sheriff accompanied the people and added on several items to the estimate. The Sheriff specified how he wanted the painting done and he had carpeting suggestions. The County Attorney said he had contacted Mr. Ferguson, who was the lead person for remediation. The County Attorney said Mr. Ferguson had told him that the building, as it now stood, was, without the drywall being done, remediation was complete. The County Attorney said that the building was safe to work in and safe to occupy. He said Mr. Ferguson told him that the painting that needed to be done was the painting over the new drywall. He said any concerns about the mold problem were unfounded. He said right now, it was ugly in there, but it was not unsafe. Esq. Goodlett asked if approval was needed for the drywall and the Judge said it was already approved and drywalling was underway. Once the drywall was complete they needed to move forward with the painting and carpet, and it was up to the Court what they wanted to approve. Esq. Bayers asked which painting bid was recommended and Mr. Herndon replied that the bids were within \$100.00 of each other. Discussion ensued regarding the areas to be painted and what was included in each bid.

QC PAINTING (RICK KOBUS). ESTIMATE

412 Eastview Cir.
 Shelbyville,ky.40065

qcpainting502@gmail.com

Contact : Rick 502-220-1865

Date of estimate : 03/27/17
 Project Title: interior painting
 Project Description : walls
 Location : Taylorsville
 Invoice: 21342
 Terms: every 10% progress

Attention: darrell

email:darrellharndon@spencercourtyky.gov

Description	Quantity	Unit Price	Cost
Paint walls & trim in front entrance area And tax room			1000
paint walls & trim in sheriffs, Thomases and patrol rm. office			1200
Paint walls & trim in hall areas down stairs along with hall entry to stairwell Top of stairwell hall 1 wall on left			1000
Paint walls & trim in ladies bath rm. and conference rrm.			600
paint walls & trim in major's office and the two next to his office			1200
paint & supplies			500
All areas that we are painting we Will prime areas needed, caulk cracks and fill holes on trim			
If you want to get the paint I do not mind Just remove the paint and supplies cost From my estimate			
		Total	\$ 5,500

- Motion made by Esq. Bayers, seconded by Esq. Goodlett, with all members of the Court present voting 'aye' by voice vote, it is hereby ordered to approve the estimate by QC Painting for \$5,500.00 for painting the indicated areas of the Sheriff's office.
- Motion made by Esq. Bayers, seconded by Esq. Rogers with all members of the Court present voting 'aye' by voice vote, it is hereby ordered to approve up to \$3,000.00 to have Frank Nix Carpeting replace the carpeting on the first floor of the Sheriff's office with 50-ounce carpeting.

Date: _____ No. _____

Installer: **Frank Nix Flooring** (Telephone) _____

Address: **631 Taylorsville Rd.** City: _____ State/Province: _____ Zip/Postal Code: _____
 Taylorsville Ky. 40074 (Telephone) **606-253-1263**

Floor Covering Material: _____ (Telephone) _____

Address: **Spencer Co. Sheriffs Office** City: _____ State/Province: _____ Zip/Postal Code: _____
 (Telephone) _____

Quantity	Unit	Material	Description	Price	Total
49	sq	Carpet	Patrol Office Area (20' x 29' 1/2')		968.00
		Glue-down	glue-down with base board		
19	sq	Carpet	Sharon's Office glue-down + Base		448.40
31	sq	Carpet	Sharon's Area glue-down + Base		676.80
13.34	sq	Carpet	Detention Cell glue-down + Base		318.00
		Carpet	Eat hall area Sheriffs Office		260.00
Other					
99	sq	Carpet	Upstairs Offices Installed		2,192.00
		Base	with Pad, No base		
		Disposal			
		Furniture			
		Moulding			
		Perimeter			
		Payable			
		Stair			
		Stove			
		Subfloor Prep			
		Take-Up			
		Toilet			
		Trip Charge			
		Uncertainty			
		Wax Care			
		Washer/Dryer			

Handwritten note in circled area: Carpet bid with a 50% Commercial Carpet. Last time was done with a 20% Carpet.

Total: \$ 4,920.20

Thank You

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Handwritten: Done STARRS
2601.20

b) Silo Farms agreement, Charles Tichenor

The County Attorney said that this agreement was basically the same agreement that the County had entered into with the Silo Farm development in the past. He said the very last part of the development was called 'Phase Two' and it was in the back. A map showed an outline of the area. He said that they had put together the very same agreement that was done on the other phases except the road bond was increased significantly. The County Attorney said he thought the road bond was \$160,000.00 which was much more realistic should the developer pack up and leave without finishing the development. Right now, the purchaser was not sure how he wanted to proceed. The Judge said his interpretation of the agreement was to 'change the restriction on being able to sell that property; they want to be able to go ahead and sell it to this fella but he's not sure whether he's going to keep the current plat or whether he's going to go to large acre tracts, go to Planning and Zoning and amend that, or whether it's just going to be one large tract, he's not sure, but, under the current agreement, I think, correct me if I'm wrong, they're not able to sell that without those roads...' the County Attorney interjected 'I'm not sure that that's the exact right legal response, but Charlie is concerned enough about it that he does not want his client to have that cloud over his title, if he in fact they purchase it and later we argue it was in violation of our original Silo Farms Subdivision agreement. So, we've basically rewritten the agreement just for Phase Two; put \$160,000.00 road bond it and now they can go ahead

and do this transaction of selling that Phase Two area.’ Esq. Goodlett asked about lot 112 and lot 113. Esq. Bayers asked why lot 112 and lot 113 were removed. Esq. Moore said ‘the way it’s reading to me is that lot 112 and 113 have been sold, but they’re in Phase Two.’ Esq. Moore continued ‘so they keep exempting those, but, I guess, and the only question I have if they sold 112 and 113 then how did they do that and not post the road bond?’ The County Attorney said that if they in fact actually sold them is something that is a little bit of a cloud on the title to those because we could actually probably get in and contest those being sold without the proper road bond, but the road bond on those two tracts, I mean the roads that run through there access a whole lot more than lots 112 and 113 and if the Court has guaranteed that those roads going into Phase Two have \$160,000.00 of road bond, I think we’re in pretty good shape.’ Esq. Moore asked if it said the road bond was \$160,000.00 in this agreement. The County Attorney said that it was ‘supposed to, Karen typed it up, and I don’t see it.’ Esq. Bayers said his other question was if the Court approved this, then there needs to be something in there that says they can’t change the road plan without having the road bond adjusted accordingly, because we can approve them for \$160,000.00 road bond and they decide to come out with a new plat that has more roads or may be more costly to us. Probably not as likely, but. Discussion continued regarding the agreement and some points that were missing from the agreement. It was agreed that the document needed to be revisited. Esq. Moore said ‘Ken in reading this, there’s a lot of open wording in here that can go anyway you want it. The first page, look at the very last sentence SILO FARMS SUBDIVISION, less those two lots, in the near future. And he’s talking about developing, his intentions of developing in the near future. Just what does that mean? He’s already selling off two lots and then we’ve got.....’ Esq. Bayers said ‘it says he doesn’t want to post the bond on this.’ Esq. Moore continued ‘it just’ and Esq. Bayers said ‘that’s why there’s no bond in here, he doesn’t want to post a bond, this is what it’s basically saying.’ Esq. Moore continued ‘to me it’s just a very vague contract.’ The Judge said ‘there’s, yeah, I mean, it obviously needs to be....’ And the County Attorney said ‘I think what he’s saying there is that he does not want to post the road bond until they’re going to begin doing something.’ The County Attorney suggested that the members of the Court email him with their thoughts and he would get in touch with Mr. Tichenor to redraft the document.

4. Solid Waste committee

Esq. Judd said that the committee had met the past Wednesday. They spoke briefly about the Roadside Clean up abatement program. He said several of the normal groups had not yet signed up. Curtis Ochs was going to contact the groups to see if they were still interested. Spring Tire Amnesty had been canceled because of the extra cost. They will be holding a Tire Amnesty in the fall. Rumpke will be having their Spring Curbside pickup the week of May 15th. The State- sponsored Tire Abatement will be held this fall, the date and time have not been established yet. Esq. Judd said Mr. Ochs said that he would be retiring in two weeks. The Judge questioned ‘two weeks?’ and Esq. Judd said ‘that’s what he said, you asked him to’ and the Judge said ‘that’s news to me, I thought he told me June 30th.’ Esq. Judd, ‘maybe that might be his two weeks, I don’t know.’ The Judge went on ‘I know that Karen Spencer has been under the weather, she was hospitalized for several days...’ Esq. Judd said she was in the hospital with pneumonia.’

5. Veteran's committee

There was nothing to report. The Judge said that Brian Spencer had taken care of Esq. Judd's concerns.

6. Equipment committee

Esq. Goodlett said that there was nothing to report.

7. Administrative Code committee

Esq. Bayers said that there was nothing to report. He said that the plan was to have the revisions ready for June so it would be ready for the annual review. He said they were still compiling it. He told the Judge if he had any changes to let him know. The Clerk (who was a member of the committee) asked Esq. Bayers if there were plans for any meetings and Esq. Bayers said once everything was compiled there would be a meeting.

8. Nuisance ordinance committee

The Judge said he didn't think there was anything new with the committee and that there would be a second reading on the ordinance at the next meeting. Esq. Goodlett mentioned the letter from Ms. Roxanne Smith that was regarding the nuisance ordinance. The Judge said it would be difficult coming up with a solution to the problem and they would not come up with a solution that everyone was happy with. Esq. Bayers said Ms. Smith had some other issues that she had brought to his attention including the chicken ordinance as well as other Planning and Zoning issues. Discussion ensued regarding various nuisance issues.

9. Cable television committee

THE LAW FIRM OF LINDA K. AIN
4725 Inman Drive
Lexington, Kentucky 40513
(859) 224-3035

March 22, 2017

Judge Executive John Riley
Spencer County Fiscal Court
12 West Main Street
P.O. Box 397
Taylorsville, KY 40071

Dear Judge Riley:

This letter confirms my authority to represent Spencer County ("County") and describes the basis upon which I will render services to the County. For purposes of this representation, I understand that my client is the County and not any of its individual members or any other entity. The scope of the engagement is to provide legal advice and assistance with regard to franchising issues.

I bill for services rendered by the hour at an hourly rate of \$300. Because it is impossible to predict exactly how many hours of time will be sent on these negotiations, I cannot provide a precise fee prediction. In addition, out-of-pocket expenses incurred by me on behalf of the County will be advanced by me and then billed at rates which reflect my costs. Costs, such as long distance telephone calls, photocopying, travel and transcripts will be separately itemized and reflected on the billings. I requested and expect payment of all my bills within thirty days of the invoice date.

Please note that the County may terminate this attorney-client relationship at any time. Also please be advised that I reserve the right to terminate the representation if the County fails to fulfill the obligations outlined in this engagement letter, falls unreasonably behind on payments, or if criminal conduct is involved.

At the conclusion of this matter, I will retain the County's legal files for a period of 5 years after I close my file. At the expiration of the 5-year period, I will destroy these files unless the County notifies me in writing that it wishes to take possession of them. I reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

I look forward to a long relationship with the County. If you have any questions regarding this letter or my representation, please contact me. If this letter of engagement is

satisfactory to the County, please indicate the County's acceptance by signing below and returning a copy of the letter to me.

Sincerely,


Linda K. Ain

ACCEPTED AND AGREED TO BY:

SPENCER COUNTY, KENTUCKY

JUDGE-EXECUTIVE JOHN RILEY

DATE: _____

The Judge said that the committee was just reorganized and the Esq. Bayers was on the committee. Esq. Bayers said they had a meeting scheduled for 3:30 on Wednesday. The Judge went on 'there is a letter in your packet from Linda Ain. Essentially what brought this was I was asking if she would be able to attend that committee so she could explain to the committee what her services are and so forth and she said she could not do that unless she had this engagement letter, I'm not recommending that we at this point execute this engagement letter but I would like to have the committee have a better understanding of what we intend to do.' 'So, she can be there, I have her number if you would like to call her and talk to her about that, but I think, I'm not going to recommend that we engage her at this point, if the committee comes back and recommends that the Court engage her, it would be beneficial for the County to do so, then we'll deal with that then. So, any questions or comments about the cable franchise contract?'

10. Adult Basketball League

Mr. Brian Spencer came before the Court to seek approval to conduct the adult basketball league at the middle school. He was also seeking approval to conduct a second annual 'Hoop it Up' tournament in June or July.

- Motion made by Esq. Goodlett, seconded by Esq. Moore with all members of the Court present voting 'aye' by voice vote, it is hereby ordered to approve for Brian Spencer to conduct an adult basketball league at the middle school and the second annual "Hoop it Up" tournament in June or July.

11. County Clerk, book preservation.

The County Clerk came before the Court to ask to use \$20,000.00 from the HB 537 funds to begin a book preservation program. She had information from Kofile, Inc., a firm that specialized in book preservation for several County Clerks throughout Kentucky. Mr. Rick Meador from Kofile had visited the Clerk's office and had prepared an estimate for restoring 9 books with varying degrees of damage. The Clerk said that after speaking with a representative from Libraries and Archives, the possibility of obtaining grant funds for restoration would be greater if the County invested some funds to begin the restoration program. The Clerk said she would be seeking grant funds in the future as well, but needed to begin the process initially. She reminded the Court that the funds to restore the books would not be coming out of the general fund, but rather HB 537 funds, designated for counties with under 20,000 in population.

PROJECT INVENTORY & ITEMIZED PRICING

SPENCER COUNTY CLERK, KY PRESERVATION OF RECORD BOOKS										
RECORDS SERIES TITLE	VOL UBA	DATE	PAGE COUNT	SHEET SIZE	FORMA T	COND ITION	NOTES	LEVEL OF SERVICE	PRICE QUOTE	
Deed Book	A	1824	384	17 1/2" x 10 1/2"	M/BD	P	Cracking; Brittle; Chipped; Mold	PRV	\$1,920.00	
Deed Book	B	1825	454	17 1/2" x 10 1/2"	M/BD	P	Broken binding; cracking; brittle; chipped; mold	PRV	\$2,270.00	
Guardians Bonds	D	1866	527 (35 pgs. index)	14" x 8 1/2"	T/BD	P	Broken binding; loose sheets; cracking; brittle; chipped; mold	PRV	\$2,635.00	
Deed Book	28	1905	644	17 3/4" x 11 1/2"	M/BD	F	Brittle; mold	PRV	\$3,220.00	
Deed Book	29	1914	640	17 3/4" x 11 1/2"	M/T/BD	G		PRV	\$3,200.00	
Deed Book	30	1910	632	17 3/4" x 11 1/2"	T/BD	G	3 taped attach. Loose signatures	PRV	\$3,160.00	
Deed Book	31	1913	640	17 3/4" x 11 1/2"	T/BD	G	Loose signatures	PRV	\$3,200.00	
Deed Book	39	1930	640	17 3/4" x 11 1/2"	T/BD	F	4 taped attach. Loose signatures	PRV	\$2,550.00	
								NB only	\$650.00	
Deed Book	47	1953	640	17 3/4" x 11 1/2"	T/BD	F	36 taped attach.	PRV	\$3,200.00	
TOTAL (9 volumes, 5,201 pages)									\$26,005.00	

COUNTY ACCEPTANCE

► Without a signed contract, prices are good for 90 days. Upon approval, all pricing presented remains firm for the first two fiscal years, then is subject to a price increase of no more than 5% every two years. Kofile, at its discretion, will complete work ahead of payment schedule as needed to maintain workflow efficiency.

► Pricing is based on a Good Faith Estimate of page counts. Final pricing is determined upon review at the Kofile lab. Billing will occur on actuals based upon mutually agreed upon unit pricing; not to exceed the P.O. without written authorization from the County.

Signature/Title of County Representative _____ Date _____

The volumes will receive the following services, as appropriate. A permanent log is created for to record condition, page order, and services/treatments performed. A final quality check references this log. Kofile does not sell, distribute, or grant unauthorized access to County records.

- (PRV) Preservation
- Surface clean sheets to remove deposits. This includes dust, soot, airborne particulate, sedimentation, insect detritus, or even biological/mineral contaminants.

- Motion made by Esq. Judd, seconded by Esq. Bayers, with all members of the Court present voting 'aye' by roll call vote, it is hereby ordered to approve spending up to \$20,000.00 for book preservation in the Clerk's office.

I. OLD BUSINESS

1.

J. NEW BUSINESS

1. County Road Aid agreement and resolution for FY 2017-18.

The Judge said that there was a letter and the agreement in the Magistrate's packets. He said that there were some dates that were wrong on the documents that needed to be corrected. The Judge pointed out a few corrections.

- Motion made by Esq. Goodlett, seconded by Esq. Bayers, with all members of the Court present voting 'aye' by roll call vote, it is hereby ordered to authorize the Judge Executive to execute the County Road Aid Cooperative Program Agreement.
- On the motion of Esq. Bayers, seconded by Esq. Judd, with all members of the Court present voting 'aye' by roll call vote, it is hereby ordered to approve the Resolution adopting and approving the execution of a County Road Aid Coop Program Contract between the Fiscal Court and the Commonwealth of Kentucky.



Matthew G. Bevin
Governor

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
Frankfort, Kentucky 40622
www.transportation.ky.gov

Greg Thomas
Secretary

March 28, 2017

Dear Judge,

The Office of Rural and Municipal Aid would like to extend an invitation to participate in the Cooperative Program for fiscal year 2018. Participation in the Cooperative Program allows you to enter into an agreement with the Transportation Cabinet for the expenditure of your allotted share of the County Road Aid Funds. This program provides the eligible opportunity to receive emergency funding assistance for unforeseen county emergencies. Three percent (3%) of each participating county's apportionment is placed into the emergency fund for emergency needs.

Counties that choose to participate in the Cooperative Program will receive three annual payments. For participating governments during fiscal year 2018, we will make sixty percent (60%) of the total projected revenue available on August 1st. The remaining funds will be made available later in the fiscal year with the final payment being made at the end of the fiscal year after the actual collections are tabulated. Please note there are no administrative charges to the program. Counties which choose not to participate in the program will continue to receive County Road Aid funding monthly. The monthly funds received are based on the motor fuels sales of the preceding month.

If you are interested in participating in the Cooperative Program, please have your fiscal court take action on this Agreement, sign and return the enclosed to our office by July 1st. The ORIGINAL, signed Agreement and Resolution should be returned to the address listed below, no later than July 1st, 2017. If you require additional information, please feel free to contact by phone (502) 564-2060 or email, Shelby Peel (Shelby.Peel@ky.gov) or Craig Caudill (Craig.Caudill@ky.gov).

Sincerely,

Gary Reedy, Commissioner
Department of Rural and Municipal Aid

Kentucky Transportation Cabinet
Department of Rural and Municipal Aid
200 Mero Street
Frankfort, Kentucky 40622

Enclosed: FY 2018 Cooperative Agreement



An Equal Opportunity Employer M/F/D

COUNTY ROAD AID COOPERATIVE
PROGRAM AGREEMENT

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

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

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

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

1. Apportionment of County Road Aid Funds. The County's apportionment of County Road Aid Funds shall be based on revenue estimates supplied by the Office of State Budget Director. For the Fiscal Year beginning July 1, ~~2018~~²⁰¹⁷, this amount is \$841,999.29 (the "Apportionment"). The Apportionment shall be distributed by the Department to the County in accordance with the terms of this Agreement.

2. Assignment of the Apportionment. The County hereby assigns all of its right, title and interest in and to the Apportionment to the Transportation Cabinet's Division of Accounts for Fiscal Year 2018.

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

a. First Distribution. The Department shall initially distribute to the County sixty percent (60%) of the Apportionment, less three percent (3%) of the Apportionment set aside for the emergency fund below. This initial amount is **\$490,044.00**

b. Second Distribution. The Department shall distribute up to and including an additional thirty-five percent (35%) of the Apportionment to the County, less three percent (3%) of the Apportionment set aside for the emergency fund below. The amount of the second distribution will depend on how actual revenues compare to revenue estimates.

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

4. Emergency Fund. The County agrees that three percent (3%) of the Apportionment shall be withheld by the Department in an emergency fund (the "Emergency Fund"). The Emergency Fund shall include three percent (3%) of the total apportionments of all participants in the Cooperative Program, plus any remaining balances from previous fiscal years. The Department, upon written application from a duly authorized representative of the County, may disburse these funds to the County for the purpose of it using said funds for emergency roadway and bridge projects designated by the County. If the actual cost of an emergency project

is less than the amount of Emergency Funds disbursed by the Department, then the County shall reimburse the difference to the Department.

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

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

7. Rights of Way. The County, if required under applicable law, will acquire any rights-of-way contemplated under this Agreement and assumes responsibility for any claims for damages arising from such acquisitions.

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

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

10. Termination of Agreement. The Department reserves the right to cancel this Agreement at any time deemed to be in the best interest of the Department by giving thirty (30) days written notice of such cancellation to the County. If this Agreement is canceled under this provision, then the County will receive any unpaid portion of the Apportionment from the Department for Local Government.

11. Access to Records. The County acknowledges and agrees that pursuant to KRS § 179.415(3) it shall retain all records of the expenditures of the Apportionment for a period of five (5) years and said records, including any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement [records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent and shall be exempt from disclosure as provided in KRS 61.878(1)(c)], shall be subject to audit by the Department for Local Government or its duly authorized agent and made accessible by the County

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

12. Authorization. The Fiscal Court of the County shall pass a resolution adopting and approving the terms of this Agreement in the form of the resolution attached to this Agreement and made a part hereof. The County Judge/Executive of the County, and the Commissioner of the Department, or their authorized representatives, insofar as their actions are in accord with the laws of the Commonwealth of Kentucky, shall act for their respective parties on all matters arising under this Agreement.

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

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

SPENCER COUNTY FISCAL COURT

BY: _____ Date: _____
County Judge/Executive

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

BY: _____ Date: _____
Commissioner

APPROVED AS TO FORM AND LEGALITY:

BY: _____ Date: _____
Office of Legal Services

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

BY: _____ Date: _____
Secretary

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

SPENCER COUNTY FISCAL COURT

BY: 
County Judge/Executive

Date: 4-3-17

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

BY: _____
Commissioner

Date: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____
Office of Legal Services

Date: _____

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

BY: _____

Date: _____

Secretary

R E S O L U T I O N

Fiscal Court of SPENCER County

Resolution adopting and approving the execution of a County Road Aid Coop Program Contract between the Fiscal Court and the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid, for the fiscal year beginning July 1, 2017, as provided in the Kentucky Revised Statutes and accepting all roads and streets referred to therein as being a part of the County Road System.

Be it resolved by the Fiscal Court that:

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

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

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

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

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

<u>AYES</u>	<u>NAYS</u>
<u>Robert H. Giddell</u>	_____
<u>Raymond Moore</u>	_____
<u>David E. Goodwin</u>	_____
<u>Jordan Rice, CTE</u>	_____
<u>[Signature]</u>	_____
<u>Charles Rogers</u>	_____

COMMONWEALTH OF KENTUCKY) SS SPENCER)

I, Lynn Hesselbrock, County Clerk of
SPENCER County certify that the foregoing is a true copy of the
Order
above. Given under my hand and seal of office this the 3rd day
of April, 2017.

SIGNED Lynn Hesselbrock
CLERK OF SPENCER COUNTY

2. Sheriff ammunitions quotes.

2017 Ammo Quote

Bud's Police Supply ----- \$3,392.50

Vance's Law Enforcement ----- \$4,050.70

Kiesler's Police Supply ----- NO QUOTE SUBMITTED

Esq. Moore asked the Sheriff if they could get detailed quotes. The Sheriff replied that he had received detailed quotes but generally submitted the type of quote he had today because it was the way it was always done. The Sheriff said he would answer any questions the Court may have. The Sheriff explained that he and his deputies qualified with 50 rounds twice a year. Esq. Moore asked how much ammo did they have on hand right now. The Sheriff replied not a lot, and that they might have enough ammo for one qualification. He said that they must qualify by State law once a year and that KACO would like for them to qualify twice a year. The Sheriff said that they have had to wait as long as 11 months to obtain ammo in the past. The Sheriff said that the company that quoted \$3,392.50 actually had the ammo in stock. Esq. Moore said one of his concerns was buying a years' worth of ammo at one time, and the ammo was just sitting there, tying up money. The Sheriff said sometimes you can't get it. The Sheriff said the ammo was slightly less this year than last. Esq. Moore asked if Kentucky Gun had submitted a quote and the Sheriff replied these prices were special to police officers and Kentucky Gun did not quote police officer prices. Discussion continued regarding how many times and where the officers qualified. The Judge said that at one conference he attended they talked about a simulator. This simulator was available through KACO. The Judge said it was an excellent way to cut down on ammo expense. The Sheriff said the simulator did not take the place of qualification with live ammo. The Sheriff said the simulator presented different scenarios that tested the officer's reflexes and judgement, not their shooting ability. Esq. Moore said he had one more question and then he would rest. He asked about the Federal forfeited funds account and the donation funds account, if ammunition could be purchased with these funds. The Sheriff was unsure about the Federal forfeiture funds but said they had spent some of the donated funds to replace some computer items. Esq. Moore asked if they could look at using these two funds to purchase ammo. The Sheriff said he would look into whether the Federal forfeiture funds could be used to purchase ammo. The County Attorney said that Mr. Trageser has made an accusation on the record that the Sheriff kept county funded ammo at his home, and the County Attorney's understanding was that the ammo was being kept in the evidence locker, and he wanted to know if that was correct. The Sheriff said he did not keep ammo in the evidence locker and he was not going to respond to Mr. Trageser's untrue statements. The County Attorney asked if the Sheriff had ever stored ammo in the evidence locker before and the Sheriff said not the same locker they had evidence in. The County Attorney questioned the quotes for the ammo saying usually the quotes were more detailed and the Sheriff said he had detailed quotes, he just had not put

them in the packets. The County Attorney asked the Sheriff if he would be able to provide the Court with an inventory of the ammo he had and the Sheriff said he could go and try to count it up. The Sheriff said 'I'm going to tell you what Mr. Jones, we're not going to have a conversation about how I run my Sheriff's office right here in open Fiscal Court. This conversation is over, Sir.' The County Attorney went on that he did have the statute Mr. Trageser had given him that said he had an affirmative duty to oppose any unjust claims based on the Court not having an itemized estimate in their packet and the fact that he has not yet presented us a complete inventory on the ammo he currently has, that he believed in his legal opinion that this was an unjust presented claim for ammunition and if the Court would like to pass on it until the next meeting they could try to gain that information so that it would not be an unjust or illegally presented claim to the Court. The Judge spoke up and said 'I think without a current inventory, I'd like to see the current inventory and more details on this as far as the quote, you know, we have the same thing with the trucks, we're still looking for the master agreement on the last truck that we got and it was never presented to us, it was just a quote like this, it had so much for a truck, um, so I'm going to recommend that we pass for the time being on this request.' The Judge asked the Sheriff 'are you out of ammunition at this point?' and the Sheriff replied 'not completely' The Judge asked the Sheriff 'where do you store the ammunition, is that stored....' The Sheriff said 'it's stored in different places, I will not document that due to the security of my building being wide open right now anyway. I'm not going to tell you where to go in my building and take my ammo. These are all issues that are not going to be discussed in open Fiscal Court by me. If you want to see my attorney, I guess we will need to go there.' The Sheriff said there were officer safety concerns and issues that some of those questions just don't need to be answered right now.'

3. Results of FEMA bid projects for Ten Mile Rd and Wilder Road.
The Judge said that they had received two bids for Wilder Road and both had come in substantially higher than the estimates so they would need to regroup on that and rebid.
4. Land and Water Conservation Funds (LWCF) application and resolution, public hearing set for April 17, 2017, at 6:30 pm. The Judge said that there would be a public hearing because the Court would be applying for lights for the ballpark.

Land and Water Conservation Fund
2017 Grant Application

RESOLUTION

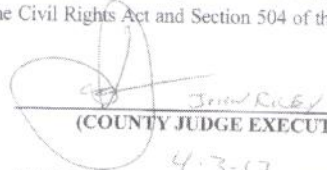
WHEREAS, the Spencer County Fiscal Court proposes to install recreational resources to provide for the health and wellbeing of the general public, and

WHEREAS, the Spencer County Fiscal Court intends to make application to the Department for Local Government for assistance under the Land and Water Conservation Fund Act of 1965, and

WHEREAS, the Land and Water Conservation Fund is limited to funding a maximum of fifty percent (50%) of proposed project costs estimated at (\$100,000.00).

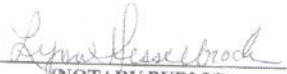
NOW THEREFORE BE IT RESOLVED, that the Spencer County Fiscal Court hold in reserve fifty percent (50%) of the proposed project costs for the purpose of matching the Land and Water Conservation Fund assistance, and

BE IT FURTHER RESOLVED, that in the event a grant is awarded, the Spencer County Fiscal Court understands that it will sign assurances to comply with all applicable Federal and State laws, rules and regulations, especially Title VI of the Civil Rights Act and Section 504 of the 1973 Rehabilitation Act.



(COUNTY JUDGE EXECUTIVE)
4-3-17

(DATE)

ATTEST: 

(NOTARY PUBLIC)
4-11-17

(DATE)

(SEAL)

**Land and Water Conservation Fund
2017 Grant Application****PUBLIC MEETING GUIDELINES**

An essential component of establishing the local need for a specific project is obtaining input from the local public. To be effective, citizen input must be: Representative (include diverse elements of the population), significant (the input should actually have an impact on what is proposed), and widespread (include a fairly large number of citizens).

It is best if citizens are involved in actually setting priorities for certain projects for a community rather than securing public reaction to a completed plan. However, if open meetings have not been held to set recreational priorities, they must at least be held to obtain citizen evaluation of the proposed acquisition or development.

The following guidelines have been formulated to provide direction for holding open meetings:

- A. A public meeting should be advertised at least one week in advance in the local newspaper and/or posted in public places to reach the citizens in the service area. An example of an advertisement is attached for your use. Advertisements should not appear in the legal section of the newspaper.
- B. Minutes should be kept of public meetings. These minutes should be submitted with the pre-application form to provide documentation of these meetings.
- C. A record of the citizens who attended meetings should be kept. This record should include the name, address or organization of each person who was present.

A concurrence form should be handed out to citizens at the beginning of a public meeting. Citizens should be encouraged to return these at the end of the meeting. A sample form is attached.

5. Review and approval of expenditures purchases invoices and transfers.

SPENCER COUNTY
F22 PG610

03/31/17
09:30AM

Spencer County Fiscal Court
Open Invoice Report
As of March 31, 2017

Page 1 of 5

General Fund

Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
Vendor: AIRGAS Airgas Inc.							
9081571125	04/03/17	0151405500 ems oxygen	04/03/17	223.85	.00	.00	223.85
Vendor Total: AIRGAS				223.85	.00	.00	223.85
Vendor: ALLDATA AllData							
2002907882	04/03/17	0150807210 veh repair data svc	04/03/17	125.00	.00	.00	125.00
Vendor Total: ALLDATA				125.00	.00	.00	125.00
Vendor: AT&T A T & T							
4/3anim	04/03/17	0152055780 anim ctrl phones	04/03/17	39.69	.00	.00	39.69
4/3annex	04/03/17	0150665780 annex phones	04/03/17	121.66	.00	.00	121.66
4/3atty	04/03/17	0150055780 co atty phones	04/03/17	126.99	.00	.00	126.99
4/3bdgins	04/03/17	0151154450 bdgins officephone	04/03/17	20.56	.00	.00	20.56
4/3clerk	04/03/17	0150105730 co clerk phones	04/03/17	71.13	.00	.00	71.13
4/3ctha	04/03/17	0150905780 cths centrx pho/net	04/03/17	747.08	.00	.00	747.08
4/3e911	04/03/17	0151453150 e911 equipment	04/03/17	474.81	.00	.00	474.81
4/3elev	04/03/17	0150803520 elevator phone	04/03/17	39.27	.00	.00	39.27
4/3ems	04/03/17	0151405780 ems phones	04/03/17	58.95	.00	.00	58.95
4/3ems_u	04/03/17	0151405780 ems uverse	04/03/17	18.00	.00	.00	18.00
4/3occtax	04/03/17	0150475780 occtax phones	04/03/17	40.82	.00	.00	40.82
4/3parks	04/03/17	0154015780 parks phones	04/03/17	60.56	.00	.00	60.56
4/3pva	04/03/17	0150305780 pva phones	04/03/17	58.04	.00	.00	58.04
4/3recycle	04/03/17	0152175780 recycle phones	04/03/17	20.58	.00	.00	20.58
4/3sher	04/03/17	0150155780 sher phones	04/03/17	129.46	.00	.00	129.46
4/3zoning	04/03/17	0150705780 zoning phones/net	04/03/17	165.16	.00	.00	165.16
Vendor Total: AT&T				2,192.38	.00	.00	2,192.38
Vendor: AT&T MOBILITY AT&T Mobility							
4/3abc	04/03/17	0150504450 abc dir cellph	04/03/17	59.07	.00	.00	59.07
4/3anim	04/03/17	0152055780 anim ctrl cellph	04/03/17	101.15	.00	.00	101.15
4/3co	04/03/17	0150805780 jud/dep/jal/mnt	04/03/17	141.48	.00	.00	141.48
4/3coroner	04/03/17	0150204450 coroner cellph	04/03/17	59.07	.00	.00	59.07
4/3ems	04/03/17	0151405780 ems dir cellph	04/03/17	35.22	.00	.00	35.22
4/3occtax	04/03/17	0150475780 occtax enfrc cellph	04/03/17	11.03	.00	.00	11.03
4/3parks	04/03/17	0154015780 parks cellph	04/03/17	72.44	.00	.00	72.44
4/3recy	04/03/17	0152175780 recy dir cellph	04/03/17	59.07	.00	.00	59.07
4/3sher	04/03/17	0150155780 sher det cellph	04/03/17	36.22	.00	.00	36.22
4/3sher_air	04/03/17	015015573W sher mi-f cards	04/03/17	379.26	.00	.00	379.26
Vendor Total: AT&T MOBILITY				955.01	.00	.00	955.01
Vendor: BLUEINTEGR Bluegrass Integrated Communic							
059606-SP-06	04/03/17	0150657370 voter notices updat	04/03/17	60.90	.00	.00	60.90
160133-SP-10	04/03/17	0150657370 voter notices updat	04/03/17	166.25	.00	.00	166.25
160799-SP-11	04/03/17	0150657370 voter notices updat	04/03/17	29.05	.00	.00	29.05
161597-SP-01	04/03/17	0150657370 voter notices updat	04/03/17	127.40	.00	.00	127.40
Vendor Total: BLUEINTEGR				383.60	.00	.00	383.60
Vendor: C & H SEC C & H Security Inc.							
43155_etty	04/03/17	0150055780 Apr panic alarm	04/03/17	19.99	.00	.00	19.99
43157_occtax	04/03/17	0150475780 Apr panic alarm	04/03/17	19.99	.00	.00	19.99
43158_cths	04/03/17	0150805780 Apr panic alarm	04/03/17	19.99	.00	.00	19.99

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General Fund

Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
Vendor Total: C & H SEC				59.97	.00	.00	59.97
Vendor: CARDINAL Cardinal Office Products							
IN-1594034	04/03/17	0150154450 sher inkcartridges	04/03/17	182.31	.00	.00	182.31
IN-1594035	04/03/17	0150704450 zoning batteries	04/03/17	50.33	.00	.00	50.33
IN-1594035	04/03/17	0153404680 sol.wet litterbags	04/03/17	48.54	.00	.00	48.54
IN-1594035	04/03/17	0150807210 mainten firstaid	04/03/17	29.21	.00	.00	29.21
IN-1594035	04/03/17	0152054020 kb firstaid	04/03/17	15.24	.00	.00	15.24
IN-1594035	04/03/17	0150014480 cthse/jdg firstaid	04/03/17	7.62	.00	.00	7.62
IN-1594035	04/03/17	0151405860 ems bldg supplies	04/03/17	15.10	.00	.00	15.10
Vendor Total: CARDINAL				351.35	.00	.00	351.35
Vendor: CIMA The CIMA Companies Inc.							
SpencerCounty	04/03/17	0191005210 volunteers insuranc	04/03/17	246.66	.00	.00	246.66
SpencerCounty	04/03/17	0191005210 work release insura	04/03/17	409.16	.00	.00	409.16
SpencerCounty	04/03/17	0191005210 commn svc insuran	04/03/17	146.68	.00	.00	146.68
Vendor Total: CIMA				802.50	.00	.00	802.60
Vendor: CITY Taylorsville Waterworks							
4/3annex	04/03/17	0150885780 annex utilities	04/03/17	30.18	.00	.00	30.18
4/3cths	04/03/17	0150805780 cths utilities	04/03/17	58.49	.00	.00	58.49
4/3ems	04/03/17	0151405780 ems utilities	04/03/17	171.43	.00	.00	171.43
4/3occtax	04/03/17	0150475780 utilities	04/03/17	22.58	.00	.00	22.58
4/3parke	04/03/17	0154015780 parks utilities	04/03/17	22.58	.00	.00	22.58
4/3recy	04/03/17	0152175780 recycle utilities	04/03/17	30.18	.00	.00	30.18
4/3sher	04/03/17	0150155780 sher utilities	04/03/17	11.79	.00	.00	11.79
4/3zoning	04/03/17	0150705780 zoning utilities	04/03/17	11.79	.00	.00	11.79
Vendor Total: CITY				359.02	.00	.00	359.02
Vendor: CREESOR Carl Reesor							
4/3reimb	04/03/17	0150157030 reimb sher part	04/03/17	4.99	.00	.00	4.99
Vendor Total: CREESOR				4.99	.00	.00	4.99
Vendor: DCOX Dawn Cox							
4/3reimb	04/03/17	0151404450 reimb certif mail	04/03/17	9.39	.00	.00	9.39
Vendor Total: DCOX				9.39	.00	.00	9.39
Vendor: FIRSTBANK First National Bank Omaha							
4/3em	04/03/17	0191005690 emerg mgmt conf exp	04/03/17	336.69	.00	.00	336.69
4/3maint	04/03/17	0150807210 maint copier toner	04/03/17	37.84	.00	.00	37.84
Vendor Total: FIRSTBANK				374.53	.00	.00	374.53
Vendor: FISCALSOFT Fiscalsoft Corp.							
2017-056	04/03/17	0153474130 occtax software	04/03/17	3,400.00	.00	.00	3,400.00
Vendor Total: FISCALSOFT				3,400.00	.00	.00	3,400.00
Vendor: FSC Federal Signal Corporation							
6531265	04/03/17	0151363480 siren battery charg	04/03/17	598.00	.00	.00	598.00
Vendor Total: FSC				598.00	.00	.00	598.00
Vendor: GRBROS Greenwell Brothers Inc.							
4/3cths	04/03/17	0150805780 cths propane	04/03/17	1,166.03	.00	.00	1,166.03

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Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
4/3occtax	04/03/17	0150475780 occtax propane	04/03/17	99.43	.00	.00	99.43
Vendor Total: ORBROS				1,285.46	.00	.00	1,285.46
Vendor: HARDWARE		Bennett Hardware					
4/3ctb	04/03/17	0150805710 cth repair parts	04/03/17	4.59	.00	.00	4.59
4/3ems	04/03/17	0151405860 ems bldg parts	04/03/17	15.96	.00	.00	15.96
4/3jud	04/03/17	0150014450 judg keys	04/03/17	11.89	.00	.00	11.89
4/3parks	04/03/17	0154015920 parks equipmt pts	04/03/17	54.75	.00	.00	54.75
4/3parks	04/03/17	0154014050 parks bdg parts	04/03/17	44.63	.00	.00	44.63
4/3recy	04/03/17	0152175880 recycle parts	04/03/17	8.97	.00	.00	8.97
4/3sher	04/03/17	0150155920 sher bdg parts	04/03/17	255.96	.00	.00	255.96
Vendor Total: HARDWARE				396.77	.00	.00	396.77
Vendor: JRILEY		John Riley					
4/3mileage	04/03/17	0191005690 conf,mtgs mileage	04/03/17	308.08	.00	.00	308.08
Vendor Total: JRILEY				308.08	.00	.00	308.08
Vendor: JSWEAZY		Julie Sweazy					
4/3reimb	04/03/17	0150704450 reimb notary fee	04/03/17	19.00	.00	.00	19.00
Vendor Total: JSWEAZY				19.00	.00	.00	19.00
Vendor: KYPSYCH		Ky Psychological Associates					
D. Smith	04/03/17	0153105070 court-ordered fee	04/03/17	250.00	.00	.00	250.00
Vendor Total: KYPSYCH				250.00	.00	.00	250.00
Vendor: LHESSELBRK		Lynn Hesselbrock					
4/3reimb	04/03/17	0150105760 training conf regis	04/03/17	50.00	.00	.00	50.00
Vendor Total: LHESSELBRK				50.00	.00	.00	50.00
Vendor: LOU-METRO		Louisville Metro EMS					
27823	04/03/17	0151405600 ems cpr cards	04/03/17	19.50	.00	.00	19.50
Vendor Total: LOU-METRO				19.50	.00	.00	19.50
Vendor: MAGI		MAGI Services LLC					
2467	04/03/17	0151405600 ems medic gloves	04/03/17	225.00	.00	.00	225.00
Vendor Total: MAGI				225.00	.00	.00	225.00
Vendor: MAGNOLIA		Magnolia Bank					
ems28-pymt#3	04/03/17	0177008990 ems vah pymt	04/03/17	2,599.25	.00	.00	2,599.25
levee28-pymt#3	04/03/17	0175006020 levee pymt	04/03/17	1,856.51	.00	.00	1,856.51
Vendor Total: MAGNOLIA				4,455.86	.00	.00	4,455.86
Vendor: MEDICARE		Medicare Part B Carrier					
2017	04/03/17	0151404450 provider applic fee	04/03/17	560.00	.00	.00	560.00
Vendor Total: MEDICARE				560.00	.00	.00	560.00
Vendor: MID-ST		Mid-State Exterminators					
4/3_fc/pz	04/03/17	0150805780 fc/pz pestcontrol	04/03/17	23.00	.00	.00	23.00
4/3annex	04/03/17	0150865780 annex pestcontrol	04/03/17	38.00	.00	.00	38.00
4/3cths	04/03/17	0150805780 cth pestcontrol	04/03/17	48.00	.00	.00	48.00
4/3ems	04/03/17	0151405780 ems pestcontrol	04/03/17	58.00	.00	.00	58.00
4/3occtax	04/03/17	0150475780 occtax pestcontrol	04/03/17	28.00	.00	.00	28.00

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General Fund

Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
Vendor Total: MID-ST				195.00	.00	.00	195.00
Vendor: MTRI		Med-Tech Resources LLC					
71775	04/03/17	0151405500 ems medic collars	04/03/17	257.47	.00	.00	257.47
71892	04/03/17	0151405500 ems medic supplies	04/03/17	199.23	.00	.00	199.23
Vendor Total: MTRI				456.70	.00	.00	456.70
Vendor: OFFICEDEPO		Office Depot					
910861403001	04/03/17	0150804110 custod supplies	04/03/17	100.78	.00	.00	100.78
911813627001	04/03/17	0152174270 recyc trashbags	04/03/17	45.98	.00	.00	45.98
Vendor Total: OFFICEDEPO				146.76	.00	.00	146.76
Vendor: PBELECTRON		PB Electronics Inc.					
132341	04/03/17	0150157510 sher radar repair	04/03/17	295.00	.00	.00	295.00
132346	04/03/17	0150157510 sher radar repair	04/03/17	295.00	.00	.00	295.00
132347	04/03/17	0150157510 sher radar repair	04/03/17	295.00	.00	.00	295.00
Vendor Total: PBELECTRON				885.00	.00	.00	885.00
Vendor: QUADMED		Quad Med Inc.					
121830	04/03/17	0151405500 ems medic supplies	04/03/17	199.45	.00	.00	199.45
121907	04/03/17	0151405500 ems medic supplies	04/03/17	231.00	.00	.00	231.00
122041	04/03/17	0151405500 ems resouelit	04/03/17	1,140.00	.00	.00	1,140.00
Vendor Total: QUADMED				1,570.45	.00	.00	1,570.45
Vendor: QUILL		Quill Corporation					
5250312	04/03/17	0150704450 zoning inkcartridge	04/03/17	369.98	.00	.00	369.98
Vendor Total: QUILL				369.98	.00	.00	369.98
Vendor: RCS COMM		RCS Communications					
185965-00	04/03/17	0151404430 ems cable	04/03/17	28.00	.00	.00	28.00
Vendor Total: RCS COMM				28.00	.00	.00	28.00
Vendor: REPUBLIC		Republic Bank & Trust Co.					
levsee27 pymt#32	04/03/17	0176006020 levee project	04/03/17	3,618.84	.00	.00	3,618.84
Vendor Total: REPUBLIC				3,618.84	.00	.00	3,618.84
Vendor: RHOLLAN		Ruth Hollan					
C.Shingleton	04/03/17	0153105070 court-ordered fee	04/03/17	194.00	.00	.00	194.00
D.Smith	04/03/17	0153105070 court-ordered fee	04/03/17	289.00	.00	.00	289.00
Vendor Total: RHOLLAN				483.00	.00	.00	483.00
Vendor: SCEXTEN		Spencer County Extension					
April2017	04/03/17	0151406020 ems bldg pymt #70	04/03/17	1,875.00	.00	.00	1,875.00
Vendor Total: SCEXTEN				1,875.00	.00	.00	1,875.00
Vendor: SCTOURISM		Spencer County Tourism Comm.					
4/3receipts	04/03/17	0154205660 tourism receipts	04/03/17	164.47	.00	.00	164.47
Vendor Total: SCTOURISM				164.47	.00	.00	164.47
Vendor: SRECC		Salt River Electric					
4/3parks	04/03/17	0154016780 parks utilities	04/03/17	184.26	.00	.00	184.26
Vendor Total: SRECC				184.26	.00	.00	184.26

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General Fund

Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
Vendor: STERICYCLE Stericycle, Inc.							
40CB953670	04/03/17	0191405780 ems hazmat disposal	04/03/17	1,197.48	00	00	1,197.48
Vendor Total: STERICYCLE				1,197.48	00	00	1,197.48
Vendor: WIN.NET Win.Net Internet							
115232-91	04/03/17	0150803380 webmail	04/03/17	117.96	00	00	117.96
Vendor Total: WIN.NET				117.96	00	00	117.96

* These invoices are on hold.

Report Total:	Invoices	28,682.16
	Open Credits	00
	Less Discounts Available	00
	Net Balance Due	28,682.16

*** Report Options ***
 Vendors: ALL
 Invoice Dates: ALL
 Status: Released
 Accounts: 0149090000 to 01GROSS
 As Of: Current Date (03/31/2017)
 *** End of Report ***

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Road Fund

Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
Vendor: AT&T		A T & T					
4/4/road	04/04/17	0261055780 road phones/net	04/04/17	135.53	.00	.00	135.53
				Vendor Total: AT&T	135.53	.00	135.53
Vendor: ATTMOBILIT		AT&T Mobility					
4/4/road	04/04/17	0261055780 road caliph	04/04/17	516.31	.00	.00	516.31
				Vendor Total: ATTMOBILIT	516.31	.00	516.31
Vendor: CCSI		California Contractors Supply					
TT56311	04/04/17	0261055920 straps,cabieties	04/04/17	179.30	.00	.00	179.30
				Vendor Total: CCSI	179.30	.00	179.30
Vendor: CITY		Taylorsville Waterworks					
4/4/road	04/04/17	0261055780 road utilities	04/04/17	65.67	.00	.00	65.67
				Vendor Total: CITY	65.67	.00	65.67
Vendor: CWILDER		Covy Wilder					
4/4/reimb	04/04/17	0261054470 reimb boots allowan	04/04/17	75.00	.00	.00	75.00
				Vendor Total: CWILDER	75.00	.00	75.00
Vendor: GLASSCOCK		Glasscock Sawmill Inc.					
3362	04/04/17	0261055920 lumber	04/04/17	93.28	.00	.00	93.28
				Vendor Total: GLASSCOCK	93.28	.00	93.28
Vendor: HARDWARE		Bennett Hardware					
4/4/road	04/04/17	0261055920 screws,bolts	04/04/17	33.29	.00	.00	33.29
				Vendor Total: HARDWARE	33.29	.00	33.29
Vendor: HAYDONMAT		Haydon Materials LLC					
901979	04/04/17	0261054090 dga stone	04/04/17	655.81	.00	.00	655.81
901980	04/04/17	0261054090 dga stone	04/04/17	1,484.89	.00	.00	1,484.89
902183	04/04/17	0261054090 stone	04/04/17	541.34	.00	.00	541.34
				Vendor Total: HAYDONMAT	2,682.04	.00	2,682.04
Vendor: OFFICEDEPO		Office Depot					
914253379001	04/04/17	0261054450 inkcartridges	04/04/17	220.96	.00	.00	220.96
				Vendor Total: OFFICEDEPO	220.96	.00	220.96
Vendor: RUMPKE		Rumpke of Kentucky, Inc					
2764919	04/04/17	0261055760 litter dumpster	04/04/17	1,535.96	.00	.00	1,535.96
				Vendor Total: RUMPKE	1,535.96	.00	1,535.96
Vendor: USTRAILER		U.S. Trailer Center LLC					
17390	04/04/17	0261055920 trailer mount	04/04/17	50.00	.00	.00	50.00
				Vendor Total: USTRAILER	50.00	.00	50.00

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Road Fund

Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
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* These invoices are on hold.	Report Total: Invoices	5,587.34
	Open Credits	.00
	Less Discounts Available	.00
	Net Balance Due	5,587.34

*** Report Options ***

Vendors: ALL
Invoice Dates: ALL
Status: All
Accounts: 0250011010 to 02GROSS
As Of: Current Date (03/31/2017)
*** End of Report ***

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Jail Fund

Invoice Number	Invoice Date	Description	Due Date	Original Amount	Amount Paid	Discount Available	Balance Remaining
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Vendor: SEEMER	SE Emergency Physicians						
201702280188	04/05/17	MEDICAL-C,NEWTON	04/05/17	116.04	.00	.00	116.04
201703160096	04/05/17	MEDICAL-A BARRICK	04/05/17	116.04	.00	.00	116.04
		Vendor Total: SEEMER		232.08	.00	.00	232.08

* These invoices are on hold.	Report Total: Invoices	232.08
	Open Credits	.00
	Less Discounts Available	.00
	Net Balance Due	232.08

*** Report Options ***

Vendors: ALL
Invoice Dates: ALL
Status: All
Accounts: 0350801770 to 03GROSS
As Of: Current Date (03/31/2017)
*** End of Report ***

ADDITIONAL INVOICES AND TRANSFERS

GENERAL FUND INVOICES/TRANSFERS

Lynn Hesselbrock	0150651930 board of elections, 3/23/17	60.00
Buddy Stump	0150651930 board of elections, 3/23/17	60.00
Belinda Snider	0150651930 board of elections, 3/23/17	60.00
Steve Hesselbrock	0150651930 board of elections, 3/23/17	60.00
Spencer Co Clerk	0153404680 nuisance lien release	13.00
BUSINESS REFUND	0150475670 refund net profit tax overpayment	913.00
U.S. Postmaster	0150014450 judge postage	49.00
	0150155630 sheriff postage	98.00
	0150404450 treasurer postage	98.00
	0150704450 zoning postage	49.00
Sanders Sales & Service	0180997410 sewer pumpstation repairs	1471.30
Salt River Electric	0180997410 sewer utilities	510.92

GENERAL FUND INVOICES/TRANSFERS

Emergency repairs and transition costs for the edgewater sewer plant are unbudgeted expenses; a transfer is required to pay the contractor and utility expenses; transfer \$3000 to 0180997410 (capital projects) from 0192001860 (employee leave)

Occupation tax software program is not a fixed rate but is calculated based on the number of business filers; last year's business filings increased over prior years creating larger than expected invoice; a transfer is required to pay the full amount; transfer \$200 to 0150474130 (occup tax software) from 0150471670 (occup tax enforcement)

Refunding overpayments of occupation taxes is difficult to predict and budget for; 2 refund requests exceeds the current amount available; a transfer is required to process their refunds; transfer \$1400 to 0150475670 (occup tax refunds) from 0150471670 (occup tax enforcement)

Unexpected hotel tax receipts have exceeded the original budgeted amount; a transfer is required to pass these receipts onto the tourism commission; transfer \$200 to 0154205660 (tourism receipts) from 0192001860 (employee leave)

Reviewing the insurance policies indicated a lapse of coverage for work-release and volunteer persons; to add liability protection for these workers for the coming fiscal year exceeds the original budgeted amounts; a transfer is required to add coverage; transfer \$800 to 0191005210 (insurance) from 0192001860 (employee leave)

Registrations, conference expenses, and transfers out have depleted the available balance for conferences; a transfer is required to pay recent and expected conference expenses; transfer \$1000 to 0191005690 (conferences/registration) from 0192001860 (employee leave)

Cash Disburse:	General Fund	Road Fund	Int Fund
2/29/2016	\$745,207.62	\$691,020.23	\$71,410.88
3/31/2016	\$570,528.96	\$554,773.25	\$51,420.24
4/30/2016	\$687,684.95	\$317,018.87	\$56,221.46
5/31/2016	\$649,149.35	\$723,843.00	\$96,124.12
6/30/2016	\$622,141.05	\$609,351.40	\$67,367.70
7/31/2016	\$357,291.93	\$808,427.19	\$57,269.62
8/31/2016	\$348,307.11	\$1,340,010.55	\$102,903.19
9/30/2016	\$105,329.29	\$1,279,428.69	\$76,537.03
10/31/2016	\$26,715.78	\$1,214,100.94	\$60,362.78
11/30/2016	\$313,176.33	\$1,099,250.43	\$35,223.30
12/31/2016	\$794,980.86	\$1,258,077.26	\$62,523.74
1/31/2017	\$996,079.99	\$1,221,017.65	\$30,215.51
2/28/2017	\$839,901.86	\$1,180,436.44	\$34,657.46
3/31/2017	\$787,963.72 (cleared grants)	\$1,136,517.85 (-73000 Cedar Spr, -299001 Infile C&K, FEMA)	\$27,773.9

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

6. Road Department, rehire of Woody Maddox

The Judge said the Road Foreman had asked him to bring up before the Court the rehire of Mr. Woody Maddox as a seasonal part time employee.

- Motion made by Esq. Rogers, seconded by Esq. Judd, with all members of the Court present voting 'aye' by roll call vote, it is hereby ordered to rehire Mr. Woody

Maddox in a seasonal part time capacity for the Road Department at a rate of \$12.00 per hour.

Mr. Charlie Tichenor came before the Court to explain more about the SILO Farms Subdivision. He said he had to go to Anderson County earlier today. Mr. Tichenor said he wanted to give the Court some background on SILO Farms. He said the original subdivision was platted in 4 phases in early 2000. It was owned by one developer. That developer decided to sell it to the current owners called SILO Farms. When the original developer developed it, pursuant to the Planning and Zoning regulations, he put up a road bond for every road on the plat. He platted all four sections at one time so he had to put road bonds up for roads that weren't even going to be built for years. When the original developer sold it to the current owners, they came before Fiscal Court and said they liked the plan but did not have a ton of money and might not get to develop some of these sections for ten years. They wanted to go into an agreement with the Court that says we'll put the road bond up for what we sell now, we will put it in the record, which it is, you can't sell any of these lots in any of these other phases, until we put the road bond up for these phases. They wanted to go back to the practice of putting the road bond up and sell it out, you build another phase, you put the road bond up and you sell it out. He said not too many people platted the whole subdivision out all at once. He said that they had done that, they had developed Phase one, Phase three and Phase four. He said that they had a current road bond on Phase four. He said this group has decided that they want to sell Phase two, which is not developed. He said there were temporary cul de sacs, there are no roads, there are no lots sold off except for two. These two lots adjoin property owners. The Court allowed them to sell these years ago. Mr. Tichenor said his client wanted him to come before the Court and when he ran the title he saw that he couldn't sell this because there was no road bond, and a literal reading of the agreement was he didn't think his client could even buy the whole without violating it and causing issues. So his client wanted him to come before the Court and say he knows he can't sell a lot off there, he just wants the status quo to continue. He has no intention of moving forward quickly. He doesn't know what he wants to do with this property. He knows if he wants to sell off any lots that he must come in and place the road bonds. Mr. Tichenor said what they wanted was to sell the Phase two to the new owner and place him under the same agreement that was already in place and the new owner would have to comply with all regulations if and when he decided to plat off and sell any lots.

THE SILO FARM SUBDIVISION
PROHIBITION AGAINST SALE OF LOTS

THIS PROHIBITION against Sale of Lots in THE SILO FARM SUBDIVISION, PHASE 2 (Less Sell-off Lot 112 and Lot 113), is entered into this ____ day of April, 2017, by and between the Spencer County Fiscal Court and WCM-LAND, LLC Series 16, a Series Limited Liability Company organized and existing under the Delaware Limited Liability Company Laws and operating under a Kentucky Certificate of Foreign Authority, by and through Chris McGehee, as Managing Member, the prospective purchaser of THE SILO FARM SUBDIVISION, PHASE 2 (Less Sell-off Lot 112 and Lot 113).

WHEREAS, the Spencer County Fiscal Court requires a road bond on all new subdivision roads that have not been accepted into the county road system but are shown on recorded plats; and

WHEREAS, the plat for Silo Farm Subdivision has been recorded in Plat Cabinet 3, Slide 244 (Phase 2) in the Spencer County Court Clerk's Office; and

WHEREAS, THE SILO FARM SUBDIVISION, PHASE 2 (Less Sell-off Lot 112 and Lot 113) has not been developed and lot sales of THE SILO FARM SUBDIVISION, PHASE 2 (Less Sell-off Lot 112 and Lot 113) are prohibited under an agreement with the current owner SILO FARMS, LLC and said agreement is of record in Deed Book 188, Page 344; and

WHEREAS, WCM-LAND, LLC Series 16, a Series Limited Liability Company organized and existing under the Delaware Limited Liability Company Laws and operating under a Kentucky Certificate of Foreign Authority, by and through Chris McGehee, as Managing Member, desires to purchase THE SILO FARM SUBDIVISION, PHASE 2 (Less Sell-off Lot 112 and Lot 113), but does not have the intention of developing THE SILO FARM SUBDIVISION, PHASE 2 (Less Sell-off Lot 112 and Lot 113) in the near future, and therefore does not want to post the road bond

required by Spencer County Fiscal Court; and

WHEREAS, the Fiscal Court is willing to permit the sale of THE SILO FARM SUBDIVISION, PHASE 2 (Less Sell-off Lot 112 and Lot 113) so long as no lots are sold in THE SILO FARM SUBDIVISION, PHASE 2 (Less Sell-off Lot 112 and Lot 113) unless a road bond is posted;

NOW THEREFORE, FOR A GOOD AND VALUABLE CONSIDERATION, being the forbearance of the County in requiring a full road bond on THE SILO FARM SUBDIVISION, PHASE 2 (Less Sell-off Lot 112 and Lot 113), and the agreement of WCM-LAND, LLC Series 16, a Series Limited Liability Company organized and existing under the Delaware Limited Liability Company Laws and operating under a Kentucky Certificate of Foreign Authority, by and through Chris McGehee, as Managing Member, to prohibit the sale of lots in THE SILO FARM SUBDIVISION, PHASE 2 (Less Sell-off Lot 112 and Lot 113) until a bond is posted, the parties agree as follows:

1. No lots shall be sold in THE SILO FARM SUBDIVISION, PHASE 2 (Less Sell-off Lot 112 and Lot 113), until this agreement has been fully or partially released of record in the Spencer County Court Clerk's Office, and an adequate road bond has been posted THE SILO FARM SUBDIVISION, PHASE 2 (Less Sell-off Lot 112 and Lot 113).

WITNESS the hands of the parties hereto by and through their authorized members and representative, this the ____ day of April, 2017.


WCM-LAND, LLC, Series 16

BY: _____
CHRIS McGEHEE
MANAGING MEMBER

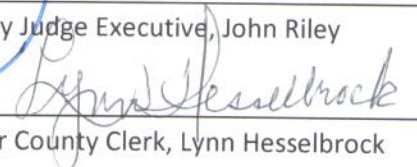


- Motion made by Esq. Bayers, seconded by Esq. Judd, with all members of the Court present voting 'aye' by roll call vote, it is hereby ordered to approve the SILO Farms prohibition against the sale of lots dependent upon with the verbiage of the amendments to the contract being worked out between Mr. Tichenor and the County Attorney.
- Motion made by Esq. Bayers, seconded by Esq. Moore, with all members of the Court voting 'aye' by voice vote, it is hereby ordered to go into Executive session at 11:43 am pursuant to KRS 61.815, and 61.810 (b) for the purpose of real estate contract negotiations and recently filed litigation.

- Motion made by Esq. Goodlett, seconded by Esq. Bayers with all members of the Court present voting 'aye' by voice vote, it is hereby ordered to come back into regular session at 12:14 pm.
- Motion made by Esq. Bayers, seconded by Esq. Goodlett with all members of the Court present voting 'aye' by voice vote, it is hereby ordered to adjourn this meeting at 12:25 pm.



Spencer County Judge Executive, John Riley



Attest: Spencer County Clerk, Lynn Hesselbrock

4-17-17
Date

4-21-17
Date